

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	22-1595
Introduction Date	6-29-2022
Enactment Number	22-1337
Enactment Date	6/29/2022 os



# Memo

**To** Board of Education

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

**Board Meeting Date** June 29, 2022

**Subject** Amendment No. 8 Architectural Services Agreement –LCA Architects – Fremont High School New Construction Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 8 to the Architectural Services Agreement between the **District** and **LCA Architects**, Oakland, California, to complete closeout documents for the **Fremont High School New Construction Project**, extending the term of Agreement from **June 30, 2022** to **December 31, 2022, (an additional 184 calendar days)**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

**Discussion** This Amendment is for to complete closeout documents and one hundred and eighty-four (184) calendar days’ time extension.

**LBP** (Local business participation percentage) 73.00%

**Recommendation** Approval by the Board of Education of Amendment No. 8 to the Architectural Services Agreement between the **District** and **LCA Architects**, Oakland, California, to complete closeout documents for the **Fremont High School New Construction Project**, extending the term of Agreement from **June 30, 2022** to **December 31, 2022, (an additional 184 calendar days)**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

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

- Attachments**
- Amendment No. 8
  - Amendment 1 – 7, and other documents
  - Routing Form

## AMENDMENT NO. 8

### ARCHITECTURAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and LCA Architects. OUSD entered into an agreement with CONTRACTOR for services on **March 13, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont New Construction Project** as follows and in the attached Exhibit A:

1.	<b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: This amendment covers the construction services for the Phase 4 Increment, as described in the Proposal dated May 11, 201 attached to this Amendment as Exhibit A.</p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>One Hundred Eighty-Four days (184)</u>, and the amended expiration date is <u>December 31, 2022</u>. The current end date is <b>June 30, 2022</b>.</p>			
3.	<b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p><input type="checkbox"/> Increased by: _____</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not to exceed contract price was _____ and after this amendment, the not to exceed contract price will be: _____.</p>			

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	3-28-2018	Compensation	\$74,760.00
02	5-9-2018	Compensation	\$30,000.00
03	9-12-2018	Compensation	\$20,950.00
04	1-9-2019	Term & Compensation	\$3,165,755.00
05	2-26-2020	Term & Compensation	\$500,000.00
06	2-24-2021	Term	\$0

07	9-8-2021	Term & Compensation	\$189,181.17
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6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

**OAKLAND UNIFIED SCHOOL DISTRICT**

850.40  
\_\_\_\_\_  
Gary Yee, President, Board of Education

6/30/2022  
\_\_\_\_\_  
Date

[Signature]  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education

6/30/2022  
\_\_\_\_\_  
Date

[Signature]  
\_\_\_\_\_  
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

6.17.22  
\_\_\_\_\_  
Date

**CONTRACTOR**

[Signature]  
\_\_\_\_\_  
Contractor Signature 6/15/2022  
Date

Carl E Campos, CEO  
\_\_\_\_\_  
Print Name, Title

**Approval as to form:**

[Signature]  
\_\_\_\_\_  
Arne Sandberg (name) 6/14/22  
Date  
General Counsel, Facilities, Planning and Management

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

**Contractor Name: LCA Architects**

1. Detailed Description of Services to be provided: No change to scope of work. Time extension only.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Fremont High School New Construction Project	<b>Site</b>	302
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	LCA Architects	Agency's Contact	Carl Campos				
OUSD Vendor ID #	002515	Title	CEO				
Street Address	245 Ygnacio Valley Road	City	Walnut Creek	State	CA	Zip	94596
Telephone	510-444-7959	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13158						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	3-13-2016	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2022
		New Date of Contract End (If Any)	12-31-2022

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 0.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9650 9594	Fund 21 Measure J	210-9650-0-9594-8500-6271-302-9180-9905-9999-13158	6271	\$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.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>
	Executive Director, Facilities Planning and Management			
	Signature <i>KChaf</i>	Date Approved	6-17-22	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature <i>[Signature]</i>	Lozano Smith, approved as to form	Date Approved	6/14/22
3.	Deputy Chief, Facilities Planning and Management			
	Signature <i>KChaf for T.N</i>	Date Approved	6-17-22	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	21-1829
Introduction Date	9-8-2021
Enactment Number	21-1445
Enactment Date	9/8/2021 lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

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

**Board Meeting Date** September 8, 2021

**Subject** Amendment No. 7 Architectural Services Agreement –LCA Architects – Fremont High School New Construction Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 7 to the Architectural Services Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide construction services for the Increment Phase 4 for the Fremont High School New Construction Project in an additional amount of \$189,181.17, increasing Agreement not to exceed amount from \$9,107,465.00 to \$9,296,646.17, and extending the expiration of the Agreement from February 28, 2022 to June 30, 2022 (an additional 122 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

**Discussion** This Amendment is for construction services for Increment Phase 4 and one hundred and twenty-two (122) calendar days' time extension.

**LBP** (Local business participation percentage) 73.00%

**Recommendation** Approval by the Board of Education of Amendment No. 7 to the Architectural Services Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide construction services for the Increment Phase 4 for the Fremont High School New Construction Project in an additional amount of \$189,181.17, increasing Agreement not to exceed amount from \$9,107,465.00 to \$9,296,646.17, and extending the expiration of the Agreement from February 28, 2022 to June 30, 2022 (an additional 122 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Amendment No. 7 & Scope of work
- Insurance Certificate

## AMENDMENT NO. 7

### ARCHITECTURAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and LCA Architects. OUSD entered into an agreement with CONTRACTOR for services on **March 13, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont New Construction Project** as follows and in the attached Exhibit A:

1. <b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: This amendment covers the construction services for the Phase 4 Increment, as described in the Proposal dated May 11, 201 attached to this Amendment as Exhibit A.</p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>One Hundred Twenty-two days (122)</u>, and the amended expiration date is <u>June 30, 2022</u>. The current end date is <b>February 28, 2022</b>.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>One Hundred Eighty-nine thousand, One Hundred Eighty-one dollars and seventeen cents (\$189,181.17)</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not to exceed contract price was <u>Nine Million One hundred seven thousand Four Hundred Sixty-five dollars No/100 (\$9,107,465.00)</u> and after this amendment, the not to exceed contract price will be: <u>Nine Million Two Hundred Ninety-six Thousand Six Hundred Forty-six dollars and seventeen cents (\$9,296,646.17)</u>.</p>		

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	3-28-2018	Compensation	\$74,760.00
02	5-9-2018	Compensation	\$30,000.00
03	9-12-2018	Compensation	\$20,950.00
04	1-9-2019	Term & Compensation	\$3,165,755.00
05	2-26-2020	Term & Compensation	\$500,000.00

Contract No.

P.O. No.

06	2-24-2021	Term	
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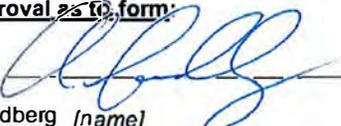
- 6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

**OAKLAND UNIFIED SCHOOL DISTRICT**

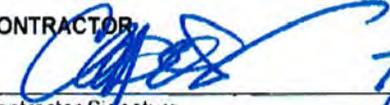
  
 \_\_\_\_\_  
 Shanthy Gonzales, President Board of Education      9/9/2021  
 Date

  
 \_\_\_\_\_  
 Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education      9/9/2021  
 Date

  
 \_\_\_\_\_  
 Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management      8/11/21  
 Date

Approval as to form:  
  
 \_\_\_\_\_  
 Ame Sandberg (name)      7/23/21  
 General Counsel, Facilities, Planning and Management      Date

**CONTRACTOR:**

  
 \_\_\_\_\_  
 Contractor Signature      7/14/21  
 Date

**CARL E. CAMP, CEO**  
 \_\_\_\_\_  
 Print Name, Title

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

**Contractor Name: LCA Architects**

1. Detailed Description of Services to be provided: This amendment covers the construction services for the Phase 4 Increment, as described in the Proposal dated May 11, 201 attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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

Date: May 11, 2021

LCA Project #14019

ASR #20

Project: Fremont High School Modernization &amp; New Construction Project

Owner: Oakland Unified School District

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

To: Mr. Tadashi Nakadegawa

Subject: Fee Adjustment

Explanation: On 9/17/2014 the District officially awarded the Fremont High School Replacement project to LCA Architects.

Per the Agreement for Architectural Services By and Between Oakland Unified School District and Loving & Campos (LCA) Architects for Fremont High School Replacement Project approved by the Oakland Unified School Board on 4/13/2016, **Article 6 Fee and Method of Payment, Section 6.1** states the following: *"District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"): An amount not to exceed Five million, three hundred sixteen thousand dollars and no cents (\$5,316,000.00), which represents an architectural fee of 9% of the current construction budget of \$57.4 million (results in a fee of \$5,166,000.00) plus an allowance of \$150,000.00 for reimbursable expenses, will be the fee including all Consultant(s)' fee(s). If the Construction budget is increased, then the Fee shall be increased at a rate of 9% based on the revised construction budget." [OUSD Legislative File ID No. 16-0232]*

On 8/22/2018, the Board approved Resolution No. 1819-0007 "District's Capital (Facilities) Program – Revised Spending Plan – August 2018" in which Exhibit A Line Item 6 "Fremont High School – Replacement" increased the Project Cost from \$82,000,000.00 to \$133,200,000.00, resulting in a difference of \$51.2 million. The resulting LCA fee adjustment was approved as part of Amendment 4.

On 10/19/2019 LCA submitted an additional services proposal letter for the Building C Media and Library Renovation work (**Exhibit C**) which lists a 9% fee of \$269,800 based on the conceptual construction budget at \$3,000,000.00. The Proposed scope and fees were accepted by the District and made part of Amendment 5 accepted by the board and dated February 26, 2020 (**Exhibit D**) as follows: *Approval by the Board of Education of Amendment No. 5, of an Agreement for Architectural Services between the District and LCA Architects, Walnut Creek, CA, for the latter to provide the following amended services: additional service requests #13 - Site design coordination/ study, #14 - Wellness center La Clinica coordination, #15 - Bldg. B envelope (exterior plaster and sunshades) and #16 - Bldg. B MPOE relocation, to include cost for the library exterior renovation, for the Fremont High School New Construction Project, in an additional amount of*

Date: **May 11, 2021**

LCA Project #14019

**ASR #20**

*\$500,000.00, which includes a contingency fee of \$55,380.00 increasing Agreement not to exceed amount from \$8,607,465.00 to \$9,107,465.00.*

On May 11, 2021 Cahill provided the DSA submittal set GMP document dated 3/24/21 (**Exhibit B**) in which the cost increased for the Library scope from \$3,000,000 to \$5,102,013, resulting in a difference of **\$2,102,013**.

\$2,102,013 construction budget increase x 9% = \$189,181.17 fee adjustment requested per the terms of our Master Agreement.

**ASR FEE SCHEDULE**

LCA Architects	Rate	Hours	Amount
<b>TOTAL ADDITIONAL SERVICE REQUEST – FIXED FEE INCREASE</b>			
<b>\$2,102,013.00 x 9% =</b>			<b>\$189,181.17</b>
<i>Contract increase amount to be billed as a percentage of project completion.</i>			
<b>TOTAL CONTRACT FEE ADJUSTMENT AMOUNT DUE</b>			<b>\$189,181.17</b>

Thank you,

\_\_\_\_\_  
**Carl Campos, CEO**                      Date  
 LCA Architects Inc.

\_\_\_\_\_  
**OUSD**                                      Date  
 Authorization of Additional Services indicated.

**Attachments:**

- Exhibit A - 2021 LCA Hourly Fee Schedule (1 page)
- Exhibit B - Cahill DSA submittal set GMP (4 pages)
- Exhibit C – LCA proposal for Building C Media and library Renovation (10 pages)
- Exhibit D - Amendment 5 Building C Media and library Renovation



**OUSD Fremont High School - Increment #4A**

RS - Adjustments from 3/23 in person review

DSA Submittal Set - GMP

Owner: Oakland Unified School District  
Architect: LCA Architects  
Start Date: April 2021  
Duration: Increment #4A (9 months)

Line Item Description	A	B	C	D	Notes / Adjustments	E	G
	Increment #5 GMP 3/24/2021 TOTAL	LBE	SLBE	SUB		AED	GMP AMENDMENT TO BOARD (DELTA FROM CO)
02-4000 Site Clearing, Demolition, and Abatement	\$431,921	\$365,804	\$66,117	D-Line (LBE)		\$280,000	\$151,921
03-3100 Concrete, Rebar, Micropiles, Dewatering	\$369,889	\$57,059	\$41,319	Berkeley Concrete / CFJV		\$250,000	\$119,889
03-4900 Glass Fiber Reinforced Concrete	\$0	\$0	\$0	No Scope			
05-1000 Structural Steel & Misc. Metals	\$176,087	\$31,080	\$22,506	Ahlborn Steel		\$125,000	\$51,087
06-1010 Rough Carpentry	\$126,242	\$73,221	\$53,022	Cahill / Focon		\$0	\$126,242
06-2000 Finish Carpentry	\$105,729	\$20,946	\$15,168	BK Mill	Added \$20k allow for casework, added cost to demo existing book case	\$0	\$105,729
07-2100 Insulation and Firestopping	\$10,604	\$3,981	\$2,883	Accurate Firestop		\$0	\$10,604
07-5000 Roofing and Waterproofing	\$85,759	\$15,367	\$11,128	Alcal	Added \$30k roof repair allow	\$0	\$85,759
07-6000 Sheet Metal, Flashing, Louvers and Exp Its	\$164,455	\$45,624	\$33,038	Bay City Mechanical		\$16,446	\$148,010
07-9000 Sealants and Caulking	\$48,320	\$28,026	\$20,294	Cahill / Focon		\$0	\$48,320
08-1000 Doors, Frames and Hardware	\$31,653	\$3,850	\$2,788	RT Western		\$0	\$31,653
08-3600 Overhead Folding Doors	\$0	\$0	\$0	No Scope			
08-4000 Windows, Storefronts, Glazing and Skylights	\$462,548	\$58,607	\$403,940	MAZ Glazing (SLBE)		\$351,000	\$111,548
09-2200 Metal Stud Framing, Drywall and Fireproofing	\$232,011	\$82,906	\$133,888	Innovative Drywall (SLBE)	Added scope for plaster patch at arched windows	\$0	\$232,011
09-2400 Exterior Plaster	\$296,692	\$51,533	\$249,990	Hartley (SLBE)	Added \$10k for zinc accessories, removed \$20k allow for out of sequ	\$0	\$296,692
09-3000 Tile and Stone	\$58,068	\$9,002	\$6,519	California Tile Installers		\$0	\$58,068
09-5000 Acoustical Ceilings	\$68,904	\$14,702	\$11,424	SF Interiors		\$0	\$68,904
09-6400 Flooring - Carpet, Resilient, Wood	\$55,553	\$12,242	\$8,865	Madsen		\$0	\$55,553
09-6600 Terrazzo Flooring	\$0	\$0	\$0	No Scope			
09-9000 Painting	\$92,344	\$15,860	\$76,485	D&B Painting (SLBE)		\$0	\$92,344
10-0010 Misc. Specialties and Equipment	\$0	\$0	\$0	No Scope			
10-1400 Signage	\$8,588	\$2,170	\$1,571	Priority Architectural Graphics		\$0	\$8,588
10-2800 Toilet and Bath Accessories	\$0	\$0	\$0	No Scope			
11-4000 Food Service Equipment	\$0	\$0	\$0	No Scope			
11-6100 AV, Theater and Stage Equipment	\$0	\$0	\$0	No Scope			
11-6500 Sports Equipment	\$0	\$0	\$0	No Scope			
12-2000 Window Treatments	\$0	\$0	\$0	No Scope			
21-0010 Fire Sprinklers	\$0	\$0	\$0	No Scope			
22-0010 Plumbing	\$0	\$0	\$0	No Scope			
23-0010 HVAC	\$108,077	\$13,902	\$10,067	N.V. Heathorn		\$42,000	\$66,077
26-0010 Electrical, Telephone, Data, and AV	\$416,552	\$61,666	\$349,887	Tulum (SLBE)	Added \$3.5k for title 24 testing	\$150,000	\$266,552
31-0010 Earthwork	\$0	\$0	\$0	No Scope			
32-1000 Asphalt Paving and Striping	\$0	\$0	\$0	No Scope			
32-1600 Site Concrete	\$0	\$0	\$0	In 03-3100			
32-8000 Landscape, Irrigation and Site Furnishings	\$0	\$0	\$0	No Scope			
33-0010 Site Utilities	\$0	\$0	\$0	No scope			
01-5450 Scaffold	\$72,014	\$21,320	\$15,439	NorCal Scaffolding		\$27,704	\$44,310
01-5640 Site Security	\$153,987	\$7,027	\$146,960	Elite Security (SLBE)		\$0	\$153,987
01-7423 Final Cleaning	\$29,462	\$6,471	\$4,686	Bay Maintenance Enterprise		\$0	\$29,462
<b>SUBTOTAL</b>	<b>\$3,605,459</b>	<b>\$1,002,366</b>	<b>\$1,687,984</b>			<b>\$1,242,150</b>	<b>\$2,363,310</b>
General Conditions & General Requirements	\$988,455	\$573,304	\$415,151			\$129,088	\$859,367
Preconstruction	\$49,795	\$49,795				\$49,795	\$0
Oakland City Tax 0.18%	\$8,359	\$8,359				\$2,468	\$5,890
Builders Risk Insurance	\$7,500	\$7,500				\$7,500	\$0
Liability Insurance 1.40%	\$70,405	\$70,405				\$20,034	\$50,371
Contractors Fee 5.00%	\$238,069	\$138,080	\$99,989			\$72,552	\$165,517
<b>SUBTOTAL</b>	<b>\$4,968,041</b>	<b>\$1,849,808</b>	<b>\$2,203,124</b>			<b>\$1,523,586</b>	<b>\$3,444,455</b>
Developer Contingency 2.00%	\$0	\$0		\$648,311 remaining in Dev. Contingency		\$0	\$0
Overtime / Hold Allowance / Property Watch 0.50%	\$0	\$0				\$0	\$0
District Allowance 5.00%	\$100,000	\$0		\$1,370,904 remaining in District Allow.		\$0	\$100,000
G.C. Bond 0.62%	\$31,422	\$31,422				\$9,446	\$21,976
<b>TOTAL</b>	<b>\$5,099,463</b>	<b>\$3,763%</b>	<b>44.07%</b>			<b>\$1,533,033</b>	<b>\$3,566,430</b>
LEASE INTEREST	\$2,550						\$2,550
<b>GRAND TOTAL</b>	<b>\$5,102,013</b>						<b>\$3,568,980</b>

**General Conditions**

VP Code	ITEM / DESCRIPTION	QTY	UNIT	M&E \$/UNIT	M & E	LABOR \$/UNIT	LABOR	TOTAL	REMARKS
<b>PROJECT STAFFING</b>									
<b>Site Supervision</b>									
01-3110	Field Superintendent	39	wks	0.00	0	8,400.00	327,348	327,348	
01-3120	Senior Superintendent	0	wks	0.00	0	0.00	0	0	In Insurance Rate
<b>Project Management</b>									
01-3130	President / VP - Nate K.	9	mos	0.00	0	3,000.00	27,000	27,000	12 hours/month
01-3131	Principle (FOCON) - Jabari H.	9	mos	0.00	0	3,000.00	27,000	27,000	12 hours/month
01-3140	Senior Project Manager - Nick M.	9	mos	0.00	0	7,577.50	68,198	68,198	1/4 Time
01-3150	Project Manager - Sabina N.	10	mos	0.00	0	19,918.00	199,180	199,180	Full Time
01-3160	Assist Project Manager (FOCON) - John L.	9	mos	0.00	0	18,186.00	163,674	163,674	Full Time
01-3170	Project Engineer	0	mos	0.00	0	14,722.00	0	0	Not Required
01-3191	BIM / Revit Technician	0	mos	0.00	0	0.00	0	0	Not Required
01-3184	Admin / Labor Compliance (FOCON) (Y. Gordon)	10	mos	0.00	0	6,191.90	61,919	61,919	4 hours/week
<b>TOTAL PROJECT STAFFING</b>					<b>0</b>		<b>874,319</b>	<b>874,319</b>	
<b>FIELD OFFICES &amp; SHEDS</b>									
01-5213	Field Office & Shed Rental - Cahill	0	mos	1,000.00	0	0.00	0	0	Using existng office space
01-5213	Furniture / Office Equip	1	ls	2,500.00	2,500	0.00	0	2,500	
01-5214	Field Offices & Shed Delivery	0	trips	1,000.00	0	0.00	0	0	
01-5214	Connect Trailer Utilities - Phone, Power, Water	0	ls	2,500.00	0	0.00	0	0	Temp site utilities
01-5221	Telephone & Mobile Phones	9	mos	650.00	5,850	0.00	0	5,850	
01-5222	Drinking Water	9	mos	250.00	2,250	0.00	0	2,250	
01-5222	Office Supplies	9	mos	250.00	2,250	0.00	0	2,250	
01-5223	Copier / Printer - Incl Ink & Paper	9	mos	300.00	2,700	0.00	0	2,700	
01-5222	Computers & IT - Equipment	1	ls	5,000.00	5,000	0.00	0	5,000	
01-5800	Project Sign	1	ea	400.00	400	0.00	0	400	
01-9920	Security Containers	9	mos	500.00	4,500	0.00	0	4,500	
<b>TOTAL FIELD OFFICES &amp; SHEDS</b>					<b>25,450</b>		<b>0</b>	<b>25,450</b>	
<b>GENERAL EXPENSES</b>									
<b>Agency Fees</b>									
01-4100	Building Permit	0	ls	0.00	0	0.00	0	0	By Owner
01-4110	CAL/OSHA Permit	1	ls	250.00	250	0.00	0	250	
01-4130	Street Closure / Special Traffic Permits	1	ls	5,000.00	5,000	0.00	0	5,000	
01-0080	Bonds for Street Excavations	1	ls	0.00	0	0.00	0	0	
<b>Miscellaneous Items</b>									
01-5224	Messenger Delivery Service / Postage	39	wks	50.00	1,949	0.00	0	1,949	

**General Conditions**

VP Code	ITEM / DESCRIPTION	QTY	UNIT	M&E \$/UNIT	M & E	LABOR \$/UNIT	LABOR	TOTAL	REMARKS	
01-5231	Travel, incl. Mileage, Bridge Toll	9	mos	800.00	7,200	0.00	0	7,200	For PM's / PE's  Assume not Required	
01-5232	Parking (for General Conditions only)	0	mos	0.00	0	0.00	0	0		
01-5240	Print Drawings / Blueprints	9	mos	500.00	4,500	0.00	0	4,500		
01-5241	Draft As-Builts	1	ls	4,000.00	4,000	0.00	0	4,000		
01-5240	Plan Grid Fees	9	mos	375.00	3,375	0.00	0	3,375		
01-319x	Final Audit - Accounting Time	0	ls	0.00	0	0.00	0	0		
01-5250	Other Misc. General Expenses	9	mos	1,500.00	13,500	0.00	0	13,500		
<b>General Requirements</b>										
01-5219	Chemical Toilets / Wash Stations	9	mos	1,500.00	13,500	0.00	0	13,500		
01-5600	Perimeter Fences & Gates	125	lf	35.00	4,375	0.00	0	4,375		
01-7410	Debris Boxes	39	wks	450.00	17,537	0.00	0	17,537		
01-3500	On Site Safety Laborer / Covid Compliance	9	mos	1,000.00	9,000	0.00	0	9,000		
01-9920	Small Tools & Equipment	9	mos	500.00	4,500	0.00	0	4,500		
<b>TOTAL GENERAL EXPENSES</b>					<b>88,686</b>		<b>0</b>	<b>88,686</b>		
<b>GRAND TOTAL GENERAL CONDITIONS</b>								<b>988,455</b>		



## Exhibit C



December 19, 2019

**Tadashi Nakadegawa, Director of Facilities**  
**Oakland Unified School District**  
955 High Street, Oakland, CA 94601  
510-535-7038  
[tadashi.nakadegawa@ousd.org](mailto:tadashi.nakadegawa@ousd.org)

**RE: Fremont High School / OUSD Project Site #302**  
**Building C (Media and Library) Renovation**

Dear Mr. Nakadegawa,

Thank you for the opportunity to submit a fee proposal for professional design services as follows.

## 1. Introduction

### Background

In 2017 at the request of OUSD, ZFA Structural Engineers reviewed the Increment 1 drawings and calculations from the work completed at Fremont High School under DSA App #01-116833, as well as the renovation drawings of Building C dated January 28, 1976. ZFA issued a letter on October 27, 2017 recommending that,

*"a seismic evaluation of the building be completed to determine what additional work could be performed to enhance the seismic performance of the building. At a minimum, we strongly recommend that the anchorage of the wood roof, horizontal steel bracing and wood trusses to the existing concrete walls be evaluated and strengthened if required to meet a Life Safety performance level. Although seismic strengthening or entire building retrofit is not required from a regulatory standpoint, we recommend that strategic strengthening be completed as part of the proposed renovations.*

### LCA ARCHITECTS

590 Ignacio Valley Road  
Suite 310  
Walnut Creek, CA 94596  
T 925-944-1626

1970 Broadway  
Suite 800  
Oakland, CA 94612  
T 510-272-1060

W [lca-architects.com](http://lca-architects.com)

*We also strongly recommend that the deteriorated façade condition be mitigated, if it has not already been completed."*

LCA Architects and KPW Structural Engineers were authorized in February of 2018 to perform the recommended seismic analysis and façade retrofit through Amendment No. 1 to the Architectural Services Agreement dated April 13, 2016.

KPW performed the structural evaluation of the roof diaphragm, which included review of historical drawings, observation of existing conditions including selective demolition at key structural connections and performed ASCE 41-13 Tier 1 and limited Tier 2 evaluations of the building. On July 12, 2019 KPW issued their report concluding that the existing conditions are adequate for the life safety performance objective.

*"As such, we recommend that additional seismic strengthening of the roof diaphragm is not required. Rehabilitation of the deteriorating cast-stone [façade] is still recommended."*

While the structural analysis was being performed, LCA Architects collaborated with OUSD staff including Huy Hoang, Paul Orr, and JaQuan Cornish to understand the programming requirements and refine the scope of work to be associated with the renovation project. This included studying the possibility of renovating the academic courtyard as part of the project. Conceptual renderings of the courtyard and a 100% Schematic Design package for the library building renovation was provided to OUSD on August 2, 2019 which included the façade cladding retrofit along with other proposed exterior and interior upgrades that had been discussed with OUSD.

As directed verbally by Paul Orr, and at the request of Tadashi Nakadegawa, in October 2019 LCA began to study two other options for the style of exterior upgrades for the building. This work was intended to clarify where on the spectrum between historic and modern the renovation would fall. However, on November 25, 2019 LCA received new direction from Paul Orr via email to proceed with work based on the design from the SD package.

### **Summary**

The scope of work associated with Amendment No. 1 has been significantly altered at the request of OUSD and as a result of the work already performed by LCA and KPW. Consequently, this proposal is necessary to clarify the scope of work requested by OUSD and to update the associated professional services fees required to complete the work.

The project will be consolidated into a single application and permit with DSA.

## 2. Conceptual Scope of Work

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According to email direction received on 11/25/19, it is our understanding that the following scope of work is desired by OUSD (see **Exhibit 3**):

### Exterior Renovations

*Note: It is agreed that this scope of work is to be done with current contractor on site: CFJV team.*

1. Remove failing exterior cladding and all through bolted detailing.
2. Install new GFRC or cast concrete water tables details around building, windows arches and at select other locations.
3. Install new plaster and accent finishes (i.e. ceramic tile, fiber cement)
4. Paint building exterior.
5. Replace all steel and ground floor wood windows/doors with new aluminum window system including appropriate
6. Remove existing stair on West side and provide new metal guardrails around balcony and at basement access stair.
7. Clay tile roof to remain as is.
8. Cost Estimate of 100% DD package.

### 1<sup>st</sup> Floor Interiors

*Note: This scope of work will be performed separately by OUSD selected Contractor.*

1. Renovate vice principal's office or construct a new office for additional VP within existing open office area.
2. Install new flooring throughout existing to match Increment 1.
3. Install new lighting throughout existing to match Increment 1.
4. As an Add/Alt to upgrade IT throughout 1<sup>st</sup> floor offices including Data/Telephone/Intrusion/Clock/PA.
5. As an Add/Alt to Install new paint throughout existing, if budgeting will allow.
6. As an Add/Alt to Install new ceiling grid/tile through existing. Fire alarm and mechanical system may be affected, if budgeting will allow.
7. As an add/alt to partial demo of front wall @ Reception with (2) new storefront doors in curtainwall. (Need DSA Prelim to confirm acceptability without triggering formal DSA Rehabilitation process), if budgeting will allow.
8. As an Add/alt to reprogram the Library/Admin building entire FA- IA systems sequencing to 2000 series to align with the balance of the project, if budgeting will allow.
9. As an Add/alt to install new signage as required from the current M---- series to the 2000 series, if budgeting will allow.
10. Cost Estimate of 100% DD package.
11. No scope to be included for 2<sup>nd</sup> floor or basement.

### 3. Conceptual Project Schedule

---

Our understanding of the project schedule is as follows:

#### CAHILL – Exterior Façade Renovations to be completed by November 2020

Programming	Performed under Amendment No. 1
Structural Analysis	Performed under Amendment No. 1
Schematic Design	Performed under Amendment No. 1
Design Development	1 month
Construction Drawings	1 month
DSA Review & Approval	4 months *
Bidding (concurrent with DSA)	(2 months)
Construction	4 months **
Close Out	1 month
<b>TOTAL</b>	<b>11 months</b>

#### PUBLIC BID – Interior Renovations to be completed by November 2021

Programming	Performed under Amendment No. 1
Schematic Design	Performed under Amendment No. 1
Design Development	1 months
Construction Drawings	1 months
DSA Review & Approval	4 months *
Bidding (concurrent with DSA)	(2 months)
Contract Award	2 months
Construction	7 months **
Close Out	1 month
<b>TOTAL</b>	<b>16 months</b>

\* Estimated time for DSA process based on experience with projects of similar size and complexity. Time at DSA is an estimate and may take longer, in which case all subsequent phases will adjust accordingly.

\*\* Estimated time for construction. Duration serves as the basis for construction administration services provided by LCA Architects. If project extends longer than the stated duration, then construction administration services will be provided on an hourly fee basis (time & materials).

### 4. Conceptual Construction Budget

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Our understanding of the construction budget for the conceptual scope of work defined above is as follows:

**\$3,000,000.00** (2019USD)

## 5. Contract Services

---

As defined in Exhibit A – Responsibilities & Services of Architect that is part of the Agreement for Architectural Services – Loving and Campos (LCA) Architects – Fremont High School Replacement Project approved by OUSD board on April 13, 2016 (OUSD Legislative File ID No. 16-0232)

### Additional Services

Additional Services will be those services not expressly set forth above and excluded per **Exhibit 1 Section 4**. Additional services will not be performed without the Owner's authorization. All Additional Services will be performed on an Hourly Fee Basis per **Exhibit 2**, and any required additional consultants not identified in this fee proposal will be billed at their cost + 15%.

## 6. Conclusion & Agreement

We appreciate the opportunity to assist you with this project and look forward to being of service. Please sign a copy of this letter to initiate this agreement.

Please call me if you have any questions.

Best regards,



**Carl E. Campos, CEO**  
LCA Architects Inc.  
Lic. No. C10482

### AGREED & ACCEPTED:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

*Please sign and return one copy of this proposal to initiate the agreement.*

### ATTACHMENTS:

- **Exhibit 1** – Project Fee Schedule (2 pages)
- **Exhibit 2** – LCA Hourly Fee Schedule (1 page)
- **Exhibit 3** – Conceptual Scope of Work (6 pages)
- **Exhibit 4** – Consultant Fee Proposals (6 pages)

# EXHIBIT 1

## 1. Project Fee Schedule

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### Exterior Façade Renovations \*

LCA Architects	Hours	Rate	Fee
1A. Programming			Amendment No. 1
1B. Structural Analysis			Amendment No. 1
1C. Schematic Design			Amendment No. 1
1D. Design Development	85	\$195	\$19,500.00
1E. Construction Documents	85	\$195	\$19,500.00
1F. DSA Approval	60	\$195	\$11,700.00
1G. Bidding *			* Included in ongoing contract
1H. Construction Administration *			* Included in ongoing contract
1J. Close Out *			* Included in ongoing contract
<b>Architectural Fee Subtotal</b>	<b>230</b>	<b>\$195</b>	<b>\$44,850.00</b>
<hr/>			
<b>Consultant Engineers (See EXHIBIT 4 – Consultant Fee Proposals)</b>			
D03 – Structural: KPW			\$30,000.00
D04 – MEP: EDesignC			\$6,500.00
D13 – Cost Estimator: Luster & Assoc.			\$8,550.00
<b>Consultant Fee Subtotal</b>			<b>\$45,050.00</b>
<hr/>			
<b>Exteriors Subtotal</b>			<b>\$89,900.00</b>

*\* Fees are reduced for Bidding, Construction Administration, and Closeout as a result of this scope of work being completed with Cahill while the work on the project associated with DSA App # 116833 is still ongoing.*

**Interior Renovations**

<b>LCA Architects</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
2A. Programming			Amendment No. 1
2B. Schematic Design			Amendment No. 1
2C. Design Development	85	\$195	\$19,500.00
2D. Construction Documents	85	\$195	\$19,500.00
2E. DSA Approval	60	\$195	\$11,700.00
2F. Bidding	40	\$195	\$7,800.00
2G. Construction Administration	320	\$195	\$62,400.00
2H. Close Out	60	\$195	\$11,700.00
<b>Architectural Fee Subtotal</b>	<b>650</b>	<b>\$195</b>	<b>\$126,750.00</b>
<b>Consultant Engineers (See EXHIBIT 4 – Consultant Fee Proposals)</b>			
D04 – MEP: EDesignC			\$43,250.00
D13 – Cost Estimator: Luster & Assoc.			\$9,900.00
<b>Consultant Fee Subtotal</b>			<b>\$53,150.00</b>
<b>Interiors Subtotal</b>			<b>\$179,900.00</b>
<b>* Project Grand Total</b>			<b>\$269,800.00</b>
Reimbursables			\$20,000.00

***\* Project grand total is based on 9% of the stated construction budget of \$3,000,000 per the Agreement for Architectural Services – Loving and Campos (LCA) Architects – Fremont High School Replacement Project approved by OUSD board on April 13, 2016 (OUSD Legislative File ID No. 16-0232)***

### 3. Fee Schedule Notes

---

- A. These fees will be billed in keeping with the progress of our work and are due and payable (with no retention) within **30 days** upon the client's receipt of billing invoice from LCA Architects.
- B. This fee quote is good for **30 days**.
- C. Proposal based on project commencing immediately and being completed as follows:
- Scope A – completed by **November 2020**  
Scope B – completed by **October 2021**
- D. Reimbursables: Defined per attached **Exhibit 2**. | **BUDGET Included in Fee**
- E. Additional Services: Services in addition to the basic scope of work shall be provided on an hourly basis or a mutually agreed upon fixed fee. The rates and multipliers for additional services shall be per the Hourly Fee Rate Schedules attached as **Exhibit 2**.

### 4. Base Fee Exclusions

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- *Civil Engineering*
- *Fire Protection Systems*
- *Security Systems (CCTV)*
- *Landscape Architecture*
- *Acoustical Consultant*
- *Construction Management*
- *Traffic Studies*
- *Agency Review and Permit Fees*
- *Topographical & Underground Utilities Surveys*
- *Boundary Survey*
- *Title Reports*
- *Hazardous Material Abatement (Owner to furnish HAZMAT report and specification)*
- *Destructive Testing*
- *CHPS / LEED Certification*
- *Movable Furniture Selection & Procurement*
- *CCTV Surveillance Camera System (site & building)*
- *Resolution of Unforeseen Conditions*
- *Construction Management Software, subscription and management*
- *Any consultant, engineer, or discipline not specifically identified in this proposal.*

## EXHIBIT 2

### HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation</i> – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video “fly-by’s,” walkthrough’s, and other simulations.	\$170.00/hr.
<i>Expert Witness</i> – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area)</i> **as adjusted by IRS guidelines	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime</i> - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.	

\* Effective 01/01/2019. Subject to change quarterly.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2021

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

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

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	<b>CONTACT NAME:</b> Christine Silan	
	<b>PHONE (A/C. No. Ext):</b>	<b>FAX (A/C. No.):</b>
<b>E-MAIL ADDRESS:</b> DesignProCerts@AssuredPartners.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Arch Insurance Company		11150
<b>INSURER B:</b> National Union Fire Insurance Co PA		19445
<b>INSURER C:</b> Trumbull Insurance Company		27120
<b>INSURER D:</b> Sentinel Insurance Company		11000
<b>INSURER E:</b>		
<b>INSURER F:</b>		

 License#: 6003745  
 LCAARCH-01

**INSURED**  
 LCA Architects, Inc.  
 590 Ygnacio Valley Road Suite 310  
 Walnut Creek CA 94596
**COVERAGES**

CERTIFICATE NUMBER: 987113256

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	
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWBM4221	12/1/2020	12/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EBU045719541	12/1/2020	12/1/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	57WEGAE2KY9	12/1/2020	12/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			PAAEP0020104	12/1/2020	12/1/2021	Per Claim	\$2,000,000
							Annual Aggregate	\$4,000,000

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

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

\*\*\* SAMPLE \*\*\*

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

Christine Silan

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57WEGAE2KY9

**Endorsement Number:**

**Effective Date:** 12/01/2020

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

LCA Architects, Inc.  
590 Ygnacio Valley Road Suite 310  
Walnut Creek, CA 94596

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**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_

Authorized Representative



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fremont High School New Construction Project	<b>Site</b>	302
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### Basic Directions

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

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

### Contractor Information

<b>Contractor Name</b>	LCA Architects	<b>Agency's Contact</b>	Carl Campos
<b>OUSD Vendor ID #</b>	002515	<b>Title</b>	CEO
<b>Street Address</b>	245 Ygnacio Valley Road	<b>City</b>	Walnut Creek
<b>Telephone</b>	510-444-7959	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Zip</b>	94596
<b>OUSD Project #</b>	13158	<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	3-13-2016	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	6-30-2022

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ 189,181.17
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9594	Fund 21 Measure J	210-9650-0-9594-8500-6215-302-9180-9905-9999-99999	6215	\$189,181.17

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	8/11/2021		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> Lozano Smith, as to form only	<b>Date Approved</b>	7/23/21		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	8/11/21		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	21-0216
Introduction Date	2-24-2021
Enactment Number	21-0272
Enactment Date	2/24/2021 lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date** February 24, 2021

**Subject** Amendment No. 6, Architectural Services Agreement - LCA Architects - Fremont High School New Construction Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 6, Architectural Services Agreement between the District and LCA Architects, Walnut Creek, CA, for the latter to provide Fremont High School New Construction Project, extending time only of Agreement by 365 additional calendar days, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant revising the term from March 23, 2016 through February 28, 2021 to February 28, 2022, pursuant to the Amendment.

**Discussion** This Amendment is for three hundred sixty-five (365) calendar days’ time extension. No change to scope of work or price.

**LBP** (Local business participation percentage) 73.00%

**Recommendation** Approval by the Board of Education of Amendment No. 6, Architectural Services Agreement between the District and LCA Architects, Walnut Creek, CA, for the latter to provide Fremont High School New Construction Project, extending time only of Agreement by 365 additional calendar days, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant revising the term from March 23, 2016 through February 28, 2021 to February 28, 2022, pursuant to the Amendment.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Amendment No. 6
- Insurance Certificate



## AMENDMENT NO. 6

### ARCHITECTURAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and LCA Architects. OUSD entered into an agreement with CONTRACTOR for services on **March 13, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont New Construction Project** as follows and in the attached Exhibit A:

1. <b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<b>If term is changed:</b> The contract term is extended by an additional <u>Three Hundred Sixty-five days (365)</u> , and the amended expiration date is <u>February 28, 2022</u> . The current end date is <u>February 28, 2021</u> .		
3. <b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The not to exceed contract price is		
<input type="checkbox"/> Increased by: _____		
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).		
Prior to this amendment, the not to exceed contract price was _____ and after this amendment, the not to exceed contract price will be: _____.		

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	3-28-2018	Compensation	\$74,760.00
02	5-9-2018	Compensation	\$30,000.00
03	9-12-2018	Compensation	\$20,950.00
04	1-9-2019	Term & Compensation	\$3,165.755
05	2-26-2020	Term & Compensation	\$500,000.00

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

Contract No.

P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

*Shanthy*

Shanthil Gonzales, President,  
Board of Education

2/25/2021

Date

*Kyla*

Kyla Johnson-Trammell, Superintendent  
Board of Education

2/25/2021

Date

*Tagashi*

Tagashi Nakadegawa, Deputy Chief,  
Facilities Planning and Management

1/28/2021

Date

Approval as to form:

*Arne Sandberg*

1/26/21

Date

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

CONTRACTOR

*Carl Campos* 1/21/2021  
Contractor Signature Date  
CARL CAMPOS CEO ARCHITECT  
Print Name, Title

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

**Contractor Name: LCA Architects**

1. Detailed Description of Services to be provided: No change to scope of work. Time extension only.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2021

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

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

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675  License#: 0020739 LCAARCH-01	<b>CONTACT NAME:</b> Christine Silan <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>FAX (A/C, No):</b> 510-452-2193 <b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Co PA</td> <td>19445</td> </tr> <tr> <td>INSURER C : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D : Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : National Union Fire Insurance Co PA	19445	INSURER C : Trumbull Insurance Company	27120	INSURER D : Sentinel Insurance Company	11000	INSURER E :		INSURER F :
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INSURER D : Sentinel Insurance Company	11000													
INSURER E :														
INSURER F :														

**COVERAGES**

CERTIFICATE NUMBER: 1841871645

REVISION NUMBER:

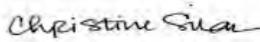
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWBM4221	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EBU045719541	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	57WEGAE2KY9	12/1/2020	12/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PAAEP0020104	12/1/2020	12/1/2021	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

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

RE: Amendment No. 6, Fremont High School New Construction Project  
 Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, volunteers and directors are named as Additional Insureds as respects General Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached.

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

This is a summary of the coverage provided under the following form (complete form available):

**BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05****Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance be primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57WEGAE2KY9

**Endorsement Number:**

**Effective Date:** 12/01/2020

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** LCA Architects, Inc.  
590 Ygnacio Valley Road Suite 310  
Walnut Creek, CA 94596

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**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_

Authorized Representative

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fremont High School New Construction Project	<b>Site</b>	302
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### Basic Directions

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

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

### Contractor Information

<b>Contractor Name</b>	LCA Architects	<b>Agency's Contact</b>	Carl Campos				
<b>OUSD Vendor ID #</b>	002515	<b>Title</b>	CEO				
<b>Street Address</b>	245 Ygnacio Valley Road	<b>City</b>	Walnut Creek	<b>State</b>	CA	<b>Zip</b>	94596
<b>Telephone</b>	510-444-7959	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	13158						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	3-13-2016	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	2-28-2022

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ 0.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

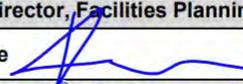
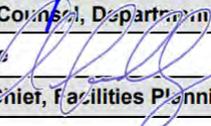
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9594	Fund 21 Measure J	210-9650-0-9594-8500-6215-302-9180-9905-9999-99999	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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b>  for Kenya Chatman	<b>Date Approved</b>	1/28/2021		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>  Lozano Smith, as to form only	<b>Date Approved</b>	1/26/21		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	1/28/2021		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



Board Office Use: Legislative File Info.	
File ID Number	20-0177
Introduction Date	2-26-2020
Enactment Number	20-0260
Enactment Date	2/26/2020 os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date** February 26, 2020

**Subject** Amendment No. 5, of an Agreement for Architectural Services for the Fremont High School New Construction Project to LCA Architects

**Action Requested** Approval by the Board of Education of Amendment No. 5, of an Agreement for Architectural Services between the District and LCA Architects, Walnut Creek, CA, for the latter to provide the following amended services: additional service requests #13 - Site design coordination/study, #14 - Wellness center La Clinica coordination, #15 - Bldg. B envelope (exterior plaster and sunshades) and #16 - Bldg. B MPOE relocation, to include cost for the library exterior renovation, for the Fremont High School New Construction Project, in an additional amount of \$500,000.00, which includes a contingency fee of \$55,380.00 increasing Agreement not to exceed amount from \$8,607,465.00 to \$9,107,465.00 authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2020 and schedule to last until February 28, 2021, pursuant to the Amendment. The revised term end date is February 28, 2021.

**Discussion** The scope of work is for additional service requests #13 - Site design coordination/study, #14 - Wellness center La Clinica coordination, #15 - Bldg. B envelope (exterior plaster and sunshades) and #16 - Bldg. B MPOE relocation, to include cost for the library exterior renovation, for the Fremont High School New Construction Project. Also time extension for additional 59 days.

**LBP** (Local business participation percentage) 73.00%

**Recommendation** Approval by the Board of Education of Amendment No. 5, of an Agreement for Architectural Services between the District and LCA Architects, Walnut Creek, CA, for the latter to provide the following amended services: additional service requests #13 - Site design coordination/study, #14 - Wellness center La Clinica coordination, #15 - Bldg. B envelope (exterior plaster and sunshades) and #16 - Bldg. B MPOE relocation, to include cost for the library exterior renovation, for the Fremont High School New Construction Project, in an additional amount of \$500,000.00, which includes a contingency fee of \$55,380.00 increasing Agreement not to exceed amount from \$8,607,465.00 to \$9,107,465.00 authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2020 and schedule to last until February 28, 2021, pursuant to the Amendment. The revised



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

term end date is February 28, 2021.

**Fiscal Impact**

Fund 21, Measure J

**Attachments**

- Amendment No. 5
- Proposal
- Insurance Certificate



## AMENDMENT NO. 5

### ARCHITECTURAL AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **LCA Architects** OUSD entered into an agreement with CONTRACTOR for services on **March 13, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont High School New Construction Project** as follows:

1.	<b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: This amendment covers additional service requests #13 – Site design coordination/study; 14# - Wellness center La Clinica Coordination, #15 – Bldg. B envelope (exterior plaster and sunshades and #16 – Bldg. B MPOE relocation. Also includes cost for the library exterior renovation add service request. In an additional amount of \$500,000, which includes a contingency fee of \$55,380.00. Please find the additional service requests 13, 14, 15, and 16 attached and include further information regarding the scope.</p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <b><u>Fifty-Nine Days</u></b>, and the amended expiration date is <b><u>February 28, 2021</u></b>.</p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> Increased by: <b><u>Five Hundred Thousand dollars, (\$500,000.00 with an \$55,380.00 contingency)</u></b>.         </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).         </p> <p>Prior to this amendment, the not to exceed contract price was <b><u>Eight Million, Six Hundred Seven Thousand, Four Hundred Sixty-Five Dollars (\$8,607,465.00)</u></b>, and after this amendment, the not to exceed contract price will be: <b><u>Nine Million, One Hundred Seven Thousand, Four Hundred Sixty-Five dollars and no/100 (\$9,107,465.00)</u></b>.</p>			

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	3-28-2018	Compensation	\$74,760.00
02	5-9-2018	Compensation	\$30,000.00
03	9-12-2018	Compensation	\$20,950.00
04	1-9-2019	Term & Compensation	\$3,165,755

Contract No.

P.O. No.

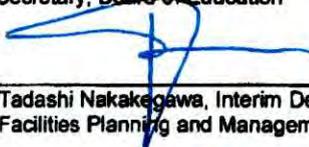
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
Jody London, President,  
Board of Education

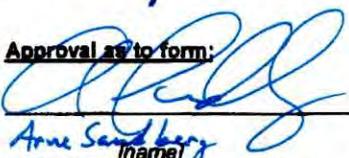
2/27/2020  
Date

  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

2/27/2020  
Date

  
Tadashi Nakakegawa, Interim Deputy Chief,  
Facilities Planning and Management

1/23/20  
Date

Approval as to form:  
  
Anne Sandberg  
(name)  
General Counsel, Facilities, Planning and Management

1/29/20  
Date

**CONTRACTOR**

 1/23/20  
Contractor Signature Date

Carl E. Campos  
Print Name, Title

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

**Contractor Name: LCA Architects**

Detailed Description of Services to be provided: This amendment covers add service requests #13 – Site design coordination/study; 14# - Wellness center La Clinica Coordination, #15 – Bldg. B envelope (exterior plaster and sunshades and #16 – Bldg. B MPOE relocation. Also includes cost for the library exterior renovation add service request. In an additional amount of \$500,000, which includes a contingency fee of \$55,380.00.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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



Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

DATE: September 17, 2019 LCA #14019

PROJECT: Fremont High School Modernization & New Construction  
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: Site Design Coordination / Underground Utility / Survey

SCOPE OF SERVICES:

This Additional Service Request is for work performed to revise the construction documents in response to changing scope and unforeseen existing infrastructure that was not accurately documented in site survey information provided to the design team.

Bulletins 4-004, 4-004.1, 4-004.2, 4-004.3, 4-004.4, and 4-004.5 were issued to respond directly to underground utility coordination involving multiple iterations to the drawings. Bulletin 4-015 provided revised grading plans.

Landscape plans were revised for Increments 2, 3 and 4 as required to coordinate with the changes to civil plans.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

	Hours	Rate	Fee
LCA Architects	32	\$195	\$6,240.00
<b>Calichi Design Group</b>			
Increment 3 Plan Revisions			\$1,650.00
Increment 4 Plan Revisions			\$32,000.00
<b>Keller Mitchell</b>			
Amy Cupples	108.5	\$180	\$19,530.00
Irrigation Consultant	8	\$125	\$1,000.00
<b>Total (fixed fee)</b>			<b>\$60,420.00</b>



If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you

Carl Campos, CEO  
LCA Architects

9/17/19  
DATE

DISTRICT REPRESENTATIVE  
*Authorization of Additional Services indicated* DATE

ATTACHMENTS

- Calichi Design Group ASR, dated September 16, 2019 (9 pages)
- Keller Mitchell ASR dated November 27, 2018 (1 page)
- Bulletin 4-004.5 and 4-015 (20 pages)



ADDITIONAL SERVICE REQUEST **14**

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

PROJECT: Fremont High School Modernization & New Construction LCA #14019  
DATE: September 13, 2018  
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: La Clinica Revisions

SCOPE OF SERVICES:

Following a meeting with La Clinica at OUSD on May 30, 2019 the design team was directed to proceed with additional revisions to the plans and specs to coordinate with requirements from La Clinica's dental exam team. Bulletin 4-010 was issued on July 8, 2019 and included 17 revised sheets of drawings from Architecture, Electrical, Plumbing and Mechanical as well as revised specs for specialty plumbing.

For this work, we respectfully request the following compensation:

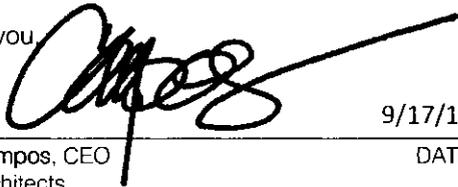
ASR FEE SCHEDULE

	Hours	Rate	Fee
LCA Architects -- Design	50	195	\$9,750.00
Guttman & Blaevot – Mechanical, Plumbing, Fire Protection			\$14,800.00
EDesignC – Electrical, Low Voltage			\$2,750.00
<b>Total (fixed fee)</b>			<b>\$27,300.00</b>

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,

  
9/17/19

Carl Campos, CEO  
LCA Architects DATE

DISTRICT REPRESENTATIVE DATE  
*Authorization of Additional Services indicated*

ATTACHMENTS

- Exhibit A – 2019 Hourly Fee Schedule (1 page)
- Exhibit B – Consultant Proposals – G&B and EDesignC (4 pages)
- Exhibit C – La Clinica Design Requirements Letter, IT and Equipment Markups
- Exhibit D – Bulletin 4-010 (21 pages)



Exhibit A – 2019 HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation</i> – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video “fly-by’s,” walkthrough’s, and other simulations.	\$170.00/hr.
<i>Expert Witness</i> – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area)</i> **as adjusted by IRS guidelines	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.</i>	

\* Effective 01/01/2019. Subject to change quarterly.



ADDITIONAL SERVICE REQUEST **15**

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

PROJECT: Fremont High School Modernization & New Construction LCA #14019  
DATE: September 13, 2018  
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: Building B Envelope (New Plaster and Sun Shades)

SCOPE OF SERVICES:

OUSD provided direction to the design team to proceed with work on replacing the exterior plaster on building B (email from Huy on 8/2/19) and providing new exterior sunshades in lieu of salvaging and repainting the existing perforated steel panels (email from Huy on 6/18/19).

Cahill provided cost estimates for this new scope totaling \$590,000 (\$165,000 for the sun shades and 425,000 for the plaster replacement). Design fees are based on 9% of the construction budget in accordance with Article 6 of the Agreement for Architectural Services dated April 13, 2016.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

	Fee
LCA Architects	\$38,100.00
KPW Structural Engineers	\$15,000.00
<b>Total (fixed fee)</b>	<b>\$53,100.00</b>

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,

  
9/13/19

Carl Campos, CEO  
LCA Architects

DATE

DISTRICT REPRESENTATIVE

DATE

Authorization of Additional Services indicated

ATTACHMENTS

- Exhibit A – 2019 Hourly Fee Schedule (1 page)
- Exhibit B – Consultant Proposals – KPW Structural Engineers (1 page)
- Exhibit C – Cahill Cost Estimates (2 pages)
- Exhibit D – Bulletin 3-006 and 3-006.1 Plaster Replacement, and CCD 3-001 Sunshades (98 pages)

Exhibit A – 2019 HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation</i> – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video “fly-by’s,” walkthrough’s, and other simulations.	\$170.00/hr.
<i>Expert Witness</i> – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area)</i> **as adjusted by IRS guidelines	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime</i> - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.	

\* Effective 01/01/2019. Subject to change quarterly.



ADDITIONAL SERVICE REQUEST **16**

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

PROJECT: Fremont High School Modernization & New Construction LCA #14019  
DATE: September 17, 2018  
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: **Building B MPoE Relocation**

SCOPE OF SERVICES:

LCA facilitated a conference call with representatives from OUSD, Cahill, Calichi Design Group, and EDesignC on May 9<sup>th</sup>, 2019 to discuss underground utility coordination related to the Modernization of Bldg B and construction of new Gymnasium. That discussion led to direction from OUSD to proceed with redesign of site electrical systems to create a new Main Point of Entry (MPoE) for the campus on the ground floor of Building B as part of our Increment 3 work. This relieves congestion in the existing location in the basement of Building C and provides OUSD with a more convenient location to consolidate services for Fremont High School.

Followup site meetings occurred in conjunction with OAC meetings on May 15<sup>th</sup> and May 29<sup>th</sup>, and a conference call occurred on May 30<sup>th</sup> for final coordination prior to issuing the bulletins for Increments 2, 3 & 4, which documented the necessary revisions.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

	Fee
LCA Architects	\$5,000.00
Calichi Design Group - Civil	\$8,000.00
EDesignC Electrical Engineers	\$1,800.00
<b>Total (fixed fee)</b>	<b>\$14,800.00</b>

If you have any questions, please let us know.  
We look forward to being of assistance with this additional work.

Thank you,

9/17/19

Carl Campos, CEO  
LCA Architects

DATE

DISTRICT REPRESENTATIVE  
Authorization of Additional Services indicated

DATE

ATTACHMENTS

- Exhibit A – 2019 Hourly Fee Schedule (1 page)
- Exhibit B – Consultant Proposals – Calichi Design Group (7 pages), EDesignC (1 page)
- Exhibit C – Bulletin 2-027 MPoE Tie In, 3-002 Bldg B MPoE, 4-016 Stadium Electrical (16 pages)

Exhibit A – 2019 HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation</i> – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video “fly-by’s,” walkthrough’s, and other simulations.	\$170.00/hr.
<i>Expert Witness</i> – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area)</i> **as adjusted by IRS guidelines	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime</i> - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.	

\* Effective 01/01/2019. Subject to change quarterly.

# Keller Mitchell & Co.

Landscape Architecture

302 Fourth Street  
Oakland, CA 94607  
T (510) 451-9987  
F (510) 452-9987

November 27, 2018

Brent Randall  
LCA Architects  
590 Ygnacio Valley Road, Suite 310  
Walnut Creek, CA 94596

**Subject: Fremont High School Increment #2, 3 & 4  
Landscape Architectural Services**

Dear Brent:

We've had some changes to the drawings that are difficult for our firm to absorb at Fremont High School. In Increment #2, the bio retention has changed three times. For the third time our irrigation consultant will have to recalculate the water budget, modify the irrigation drawings and we will have to re work the planting to fit within the new configuration of the bio retention area.

Originally when we set up the project, we had 3 increment packages. When it went for 4 packages, we didn't charge an extra service even though it took time to re insert a new title block, add an additional set of specifications and re position the sheet layout. Lately, we have had to re work our drawings due to changes in the walls, moving the basketball court and adding trees for the Increment 4 package. Initially, it didn't appear to have an impact until last month and here is the time that has been spent.

Amy Cupples	84.5 hours @ \$ 180 = \$ 15,210 (October hours)
Amy Cupples	24 hours @ \$ 180 = \$ 4,320 (November hours)
Irrigation consultant	8 hours @ \$ 125 = \$ 1,000 (November hours)
<b>TOTAL</b>	<b>\$ 20,530</b>

Although our irrigation consultant has not started his work, he has seen the revisions and gave me an estimate.

Sincerely,



Jacquie Keller  
President



# CALICHI DESIGN GROUP

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

Page | 1

September 16, 2019

**Mr. Joel Williams**

Architect

**LCA Architects, Inc.**

590 Ygnacio Valley Road, Suite 310

Walnut Creek, CA 94596

(925) 944-1626

**RE: Additional Service Request (ASR) #2 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations Increments 3 and 4**

Mr. Williams:

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

**PROJECT UNDERSTANDING:** This ASR #2 is based on the District issuing a revised topographic survey on March 12, 2018 for the site with additional information and utilities shown along with potholing efforts by the Contractor and subsequent coordination, redesign, and plan revisions issued resulting from the newly discovered underground utility information.

The following assumptions have been used to draft this ASR:

- There are no changes to the legal property boundary or easements.
- The standards and practices in effect at all agencies having jurisdiction at the time of this ASR will remain unchanged and in effect throughout the course of the Project. Should there be changes to the development code, or revisions to the standards that will result in changes to the scope of services or project as presented, CDG will provide revisions to the plans and supplemental studies, as required. This work will be completed under a separate contract.

The following items, if required, will be provided by others:

- Payment of all Permit or Impact Fees resulting from the revisions.

The following items, if required or desired, may be provided as an Additional Service:

- Physical Utility Exploration, Potholing, Mechanical Detection, Verification, Testing, or Inspections
- Certifications or Liability Releases

## **SCOPE OF SERVICES:**

**Task 1: Increment 3 Plan Site, Grading, and Utility Revisions** – CDG revised the Construction Documents for Increment 3 to reflect the site features, doorways, and utilities added to the survey provided by the District.

In addition to adding existing utilities from the District provided as-builts to the District provided survey, an excessive number of bulletins were issued as a direct result of undocumented, or unforeseen utility coordination during construction. Hours spent to date on the revisions are provided as Attachment A.

*Deliverable: Electronic copies (AutoCAD and pdf) of the revised plans.*

C

CHICAGO, IL  
SEPTEMBER 16, 2019

COLUMBUS, OH

D

MAUI, HI

OAKLAND, CA

ASR #2 – REVISIONS INC 3, 4 – FREMONT HIGH SCHOOL

G

PORTLAND, OR



# CALICHI DESIGN GROUP

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

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**Task 2: Increment 4 Plan Site, Grading, and Utility Revisions** – CDG revised the Construction Documents for Increment 4 to reflect the site features, doorways, and utilities added to the survey provided by the District.

In addition to adding existing utilities from the District provided as-builts to the District provided survey, an excessive number of bulletins were issued as a direct result of undocumented, or unforeseen utility coordination during construction. Hours spent to date on the revisions are provided as Attachment A.

**Additional Services** - Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis. Subsequent iterations of any of the Tasks listed above can be undertaken using for the same scope and fee that appears above if undertaken within 6 months of the date of this ASR. Should Additional Services be undertaken on an hourly basis, and if requested by the Client, CDG will provide the Client with an hour estimate (with conditions) for the requested scope of services. In addition to this remedy, the Client has the option to renegotiate lump sum fees for additional consulting services.

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

- Signed ASR
- Legal access to the site
- Previous project submittals, conditions of approval or other correspondence with agencies
- Comprehensive utility as-builts in pdf format for the site
- Any project fees due to any agency having jurisdiction.

**Schedule** - CDG will provide its services in a professional manner in order to meet a mutually agreed upon schedule.

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

**Closure** - In addition to the matters set forth herein, our ASR shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the terms "the Consultant" and "CDG" shall refer to CaliChi Design Group, and the term "the Client" shall refer to LCA Architects, Inc.



# CALICHI DESIGN GROUP

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

**METHOD OF COMPENSATION:** *Additional Service Request (ASR) #2 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations Increments 3 and 4*

Task	Task Description	Labor Fee
1	Increment 3 Plan Revisions	\$ 1,650
2	Increment 4 Plan Revisions	\$ 32,000

Fees listed above are Lump Sum unless specified otherwise. All Terms and Conditions shall be per the Base Contract dated December 16, 2015.

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

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

**CaliChi Design Group**

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

TITLE: Principal

DATE: September 16, 2019



# CALICHI DESIGN GROUP

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

## ATTACHMENT A

# CALICHI DESIGN GROUP, LLC

## PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco )

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
<i>Emrich, Brian</i>						
9/13/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$59.38	\$125.00
7/31/2018	TE Open Bal:	Time Entry Open Balance	4.00	4.00	\$237.52	\$500.00
		Emrich, Brian TOTAL:	5.00	5.00	\$296.90	\$625.00
<i>Johnson, Mark</i>						
11/21/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	2.00	2.00	\$104.88	\$250.00
11/26/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	8.00	8.00	\$419.52	\$1,000.00
12/7/2018	Reports:	Any report, e.g. Feasibility, Drainage, Sanitary Sewer, Hydraflows, Calculations, etc.	2.00	2.00	\$104.88	\$250.00
9/19/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	2.00	2.00	\$104.88	\$250.00
9/21/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	4.00	4.00	\$209.76	\$500.00
9/25/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	4.00	4.00	\$209.76	\$500.00
12/7/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	4.00	4.00	\$209.76	\$500.00

GROUPED BY Employee

# CALICHI DESIGN GROUP, LLC

## PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco )

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
7/31/2018	TE Open Bal:	Time Entry Open Balance	56.00	56.00	\$2,936.64	\$7,000.00
		Johnson, Mark TOTAL:	82.00	82.00	\$4,300.08	\$10,250.00
<i>Landes, Stephen</i>						
7/31/2018	TE Open Bal:	Time Entry Open Balance	9.50	9.50	\$781.00	\$1,187.50
		Landes, Stephen TOTAL:	9.50	9.50	\$781.00	\$1,187.50
<i>Lau, Karl</i>						
9/12/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$54.82	\$125.00
9/17/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$54.82	\$125.00
9/19/2018	RFIs:	RFIs	0.25	0.25	\$13.71	\$31.25
9/11/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.50	1.50	\$82.23	\$187.50
9/25/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	2.00	2.00	\$109.64	\$250.00
9/25/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.50	1.50	\$82.23	\$187.50
9/25/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.00	1.00	\$54.82	\$125.00
12/12/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.00	1.00	\$54.82	\$125.00
12/12/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	0.50	0.50	\$27.41	\$62.50
5/14/2019	Sheet Productio:	includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	2.50	2.50	\$137.05	\$312.50
12/12/2018	SWCP & Question:	Prelim Stormwater analysis, C.3 question, supplement form for planning submittal, Prelim SWCP, Calc	1.50	1.50	\$82.23	\$187.50
7/31/2018	TE Open Bal:	Time Entry Open Balance	21.25	21.25	\$1,164.93	\$2,656.25
9/18/2018	Utility:	Includes preliminary Utility layout	0.50	0.50	\$27.41	\$62.50
5/6/2019	Utility:	includes preliminary Utility layout	1.75	1.75	\$95.94	\$218.75
5/7/2019	Utility:	Includes preliminary Utility layout	0.50	0.50	\$27.41	\$62.50
		Lau, Karl TOTAL:	37.75	37.75	\$2,069.46	\$4,718.75
<i>Patel, Jalpa</i>						
8/1/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.50	1.50	\$62.25	\$187.50

GROUPED BY Employee

# CALICHI DESIGN GROUP, LLC

## PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco)

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
8/2/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$41.50	\$125.00
8/7/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	2.00	2.00	\$83.00	\$250.00
8/8/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$41.50	\$125.00
8/6/2018	Respd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	3.50	3.50	\$145.25	\$437.50
7/31/2018	TE Open Bal:	Time Entry Open Balance	10.50	10.50	\$435.75	\$1,312.50
8/13/2018	Util Modeling:	Utility Modeling	3.00	3.00	\$124.50	\$375.00
		Patel, Jalpa TOTAL:	22.50	22.50	\$933.75	\$2,812.50

*Prianto, Reco*

7/31/2018	TE Open Bal:	Time Entry Open Balance	4.00	4.00	\$535.36	\$740.00
		Prianto, Reco TOTAL:	4.00	4.00	\$535.36	\$740.00

*Schlehr, Patrick*

8/7/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	3.50	3.50	\$279.90	\$437.50
9/14/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	1.00	1.00	\$79.97	\$125.00
9/17/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	8.00	8.00	\$639.76	\$1,000.00
9/25/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	0.50	0.50	\$39.99	\$62.50
12/12/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	2.50	2.50	\$199.93	\$312.50
5/2/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	3.00	3.00	\$239.91	\$375.00
5/3/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	4.00	4.00	\$319.88	\$500.00
5/6/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	3.00	3.00	\$239.91	\$375.00
5/7/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	4.25	4.25	\$339.87	\$531.25
5/8/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	5.00	5.00	\$399.85	\$625.00
8/6/2018	Grading:	Grading	1.00	1.00	\$79.97	\$125.00
9/13/2018	Meetings:	Includes both in-person and over the phone or computer	1.00	1.00	\$79.97	\$125.00
11/26/2018	Meetings:	Includes both in-person and over the phone or computer	3.00	3.00	\$239.91	\$375.00
2/26/2019	Meetings:	Includes both in-person and over the phone or computer	0.75	0.75	\$59.98	\$93.75
8/10/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
8/13/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	4.00	4.00	\$319.88	\$500.00

GROUPED BY Employee

# CALICHI DESIGN GROUP, LLC

## PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco )

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
8/20/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.25	0.25	\$19.99	\$31.25
8/27/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
9/13/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	5.00	5.00	\$399.85	\$625.00
9/14/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
9/24/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.75	0.75	\$59.98	\$93.75
10/1/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	5.00	5.00	\$399.85	\$625.00
10/2/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	4.50	4.50	\$359.87	\$562.50
10/11/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	3.00	3.00	\$239.91	\$375.00
10/12/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.75	0.75	\$59.98	\$93.75
10/23/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.25	0.25	\$19.99	\$31.25
10/24/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	3.25	3.25	\$259.90	\$406.25
12/5/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
12/10/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.25	0.25	\$19.99	\$31.25
12/12/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	2.50	2.50	\$199.93	\$312.50
1/8/2019	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	4.00	4.00	\$319.88	\$500.00
1/9/2019	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
3/18/2019	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.25	0.25	\$19.99	\$31.25
3/22/2019	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
8/3/2018	Reports:	Any report, e.g. Feasibility, Drainage, Sanitary Sewer, Hydraflows, Calculations, etc.	0.25	0.25	\$19.99	\$31.25
9/19/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	0.25	0.25	\$19.99	\$31.25

GROUPED BY Employee

# CALICHI DESIGN GROUP, LLC

## PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco )

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
9/28/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	4.00	4.00	\$319.88	\$500.00
10/16/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	2.25	2.25	\$179.93	\$281.25
10/31/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	8.00	8.00	\$639.76	\$1,000.00
7/31/2018	TE Open Bal:	Time Entry Open Balance	51.25	51.25	\$4,098.46	\$6,406.25
		Schlehr, Patrick TOTAL:	146.25	146.25	\$11,695.61	\$18,281.25
		16.023.003-024 TOTAL:	307.00	307.00	\$20,612.15	\$38,615.00

PROJECT(MANAGER) : 16.023.003 - 023 ASR Incr 3--Redesign from new topo (Prianto, Reco )

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
<i>Johnson, Mark</i>						
7/31/2018	TE Open Bal:	Time Entry Open Balance	2.00	2.00	\$104.88	\$250.00
		Johnson, Mark TOTAL:	2.00	2.00	\$104.88	\$250.00
<i>Lau, Karl</i>						
5/8/2019	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.00	1.00	\$54.82	\$125.00
		Lau, Karl TOTAL:	1.00	1.00	\$54.82	\$125.00
<i>Patel, Jalpa</i>						
1/17/2019	Respd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	4.00	4.00	\$166.00	\$500.00
1/18/2019	Respd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	1.00	1.00	\$41.50	\$125.00
1/21/2019	Respd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	1.00	1.00	\$41.50	\$125.00
1/22/2019	Respd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	1.00	1.00	\$41.50	\$125.00
7/31/2018	TE Open Bal:	Time Entry Open Balance	3.25	3.25	\$134.88	\$406.25
		Patel, Jalpa TOTAL:	10.25	10.25	\$425.38	\$1,281.25
		16.023.003-023 TOTAL:	13.25	13.25	\$585.08	\$1,656.25



DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: July 15, 2019

## Bulletin 4-004.5

Project: Fremont High School Modernization & New Construction  
Increment #4  
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION	
<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

### THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

### ACTION

- You are authorized to proceed with this work at no increase in price.
- The District has authorized you to proceed with this work.
- Submit your cost for revised work.
- Submit your credit for revised work.
- You are not authorized to proceed with this work until DSA approval.

### DESCRIPTION

- Bulletin 4-004.5
  - Adjusted is the profile of the SD line to cross under the existing duct bank that Cahill found to terminate into the existing library that was previously unknown.
  - Added is a leg of the INC1 SD to INC4 to pick up the Northwest corner RWL from the existing library.
  - It would be best if the line from the SD lift station at the bottom of the stairs was also connected to this leg.
  - Lowered are the storm line profile crossings of the grade beam on the west side of the gym near the track, to coordinate with structural and get the sleeves within the bottom 3<sup>rd</sup> of the grade beam.
  - Updated is the table of varies gravity line utility crossings. See table on sheet C6.0.
  - Updated is the invert elevation of the 4" SD Line that Dylan Strangmeyer brought to our attention on Thursday 7/11.
  - Holding the downstream invert of 36.71 and a slope of 1%, the correct IE at the building is 36.86.
- Revised Bulletin 4-004.4 responds to communication from CFJV that a portion of SD line was already installed per 4-004.2. Inverts and crossings adjusted per phone conversation between Cahill, Calichi & LCA.
- Revised Bulletin 4-004.3 responds to RFI's 4-064 & 4-073 as well as additional information observed and provide by contractor regarding existing conditions that differ from as-built and survey information used in design. SD, Gas, and SS lines have been coordinated around ductbank using info. provided by CFJV. Electrical utilities have been coordinated with needs for MPoE in Bldg B.
- Revised Bulletin 4-004.2 responds to email from contractor to revise invert elevations between POC at building and main tie-ins. Domestic water supply pipe size was also revised in coordination with plumbing requirements.

BY: Joel Williams

7/15/19

(Description continued)

- Revised bulletin 4-004.1 adds two plumbing sheets (4-P2.01 and 4-P2.02) documenting revisions in response to RFI 4-037.1 and RFI 4-044 related to furring behind urinals and piping outside of walls.
- This bulletin provides revised civil utility plans and underground plumbing plans in response to the following RFI's: 4-039 Plumbing Stub Outs, 4-040 FSR Location (see also CCD 4-003 pending DSA Approval), 4-045 Storm Drain, 4-049 Conc Duct & SD, 4-050 Utility Pole & SD.

## Revision History

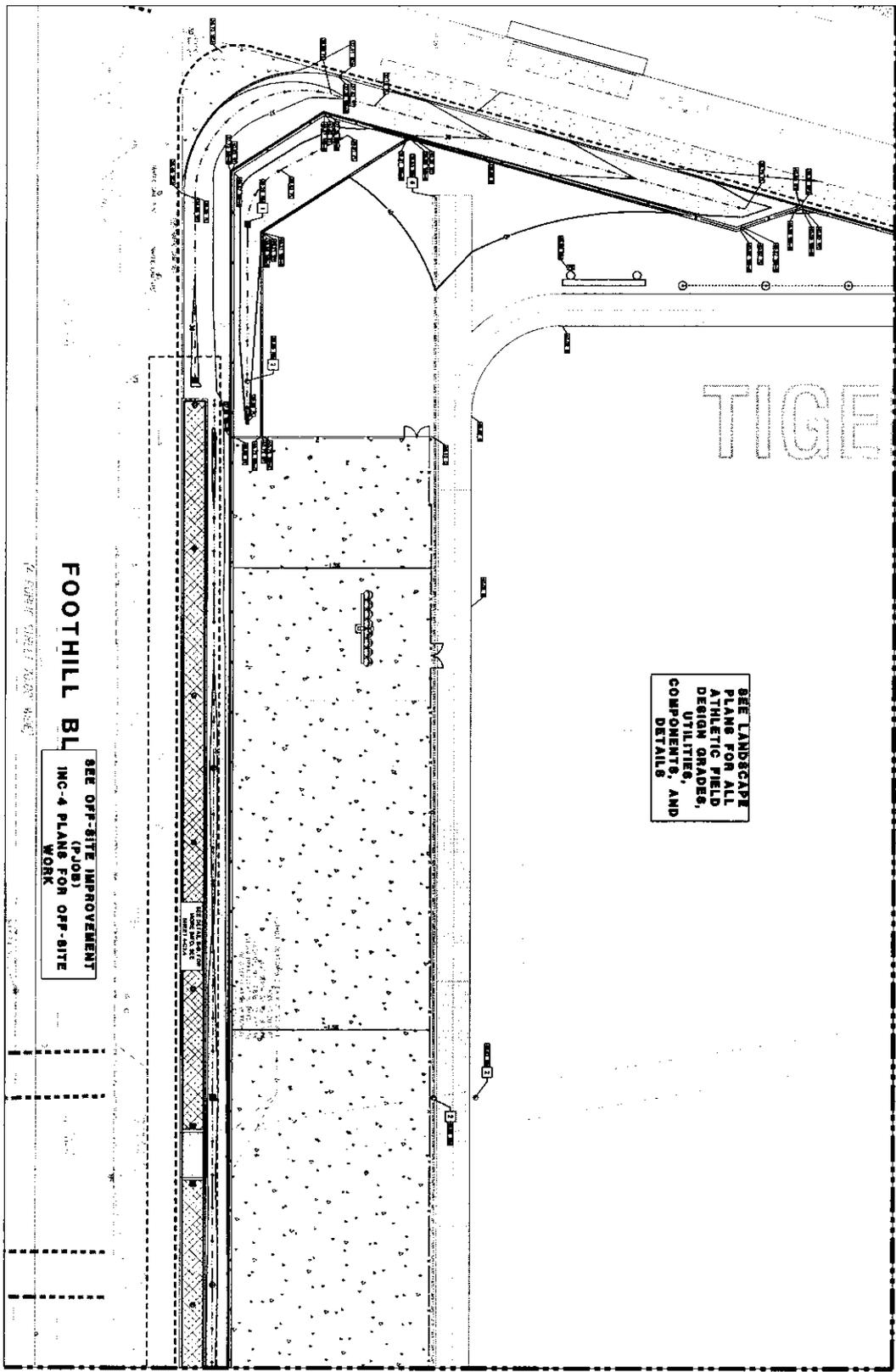
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Table below shows sheets that have been issued in each version of this bulletin. Sheets listed in red were revised for that bulletin. Sheets listed in italic were revised for a previous bulletin and reissued. Bulletin 4-004.5 consolidates all previously issued sheets and is meant to supersede all previous versions.

### Bulletin Revision Issues

<b>4-004</b>	<b>4-004.1</b>	<b>4-004.2</b>	<b>4-004.3</b>	<b>4-004.4</b>	<b>4-004.5</b>
				4-C1.3	<i>4-C1.3</i>
					<i>4-C3.1</i>
4-C6.0	4-C6.0	4-C6.0	4-C6.0	4-C6.0	4-C6.0
4-C6.1	4-C6.1	4-C6.1	4-C6.1		4-C6.1
4-C6.2	4-C6.2	4-C6.2	4-C6.2		4-C6.2
4-C6.3	4-C6.3	4-C6.3	4-C6.3	4-C6.3	4-C6.3
				4-C7.2	<i>4-C7.2</i>
4-P1.01	<i>4-P1.01</i>	<i>4-P1.01</i>			<i>4-P1.01</i>
4-P1.02	<i>4-P1.02</i>	<i>4-P1.02</i>			<i>4-P1.02</i>
	4-P2.01	<i>4-P2.01</i>			<i>4-P2.01</i>
	4-P2.02	<i>4-P2.02</i>			<i>4-P2.02</i>
			4-E1.00		<i>4-E1.00</i>

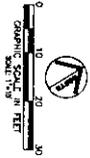




SEE LANDSCAPE PLANS FOR ALL ATHLETIC FIELD UTILITIES, COMPONENTS, AND DETAILS

SEE OFF-SITE IMPROVEMENT (P-100) PLANS FOR OFF-SITE WORK

MATCHLINE 3 - SEE SHEET 4-C3.3



**GRADING NOTES:**

1. THE GRADING SHALL BE ACCORDING TO THE PROPOSED GRADE SHEETS.
2. ALL EXISTING AND PROPOSED GRADES SHALL BE SHOWN ON THE GRADE SHEETS.
3. THE GRADING SHALL BE ACCORDING TO THE PROPOSED GRADE SHEETS.
4. THE GRADING SHALL BE ACCORDING TO THE PROPOSED GRADE SHEETS.

**SURVEY NOTES:**

1. THE SURVEY SHALL BE ACCORDING TO THE PROPOSED SURVEY SHEETS.
2. THE SURVEY SHALL BE ACCORDING TO THE PROPOSED SURVEY SHEETS.
3. THE SURVEY SHALL BE ACCORDING TO THE PROPOSED SURVEY SHEETS.
4. THE SURVEY SHALL BE ACCORDING TO THE PROPOSED SURVEY SHEETS.

**SOIL'S REPORT NOTE:**

THE SOIL'S REPORT SHALL BE ACCORDING TO THE PROPOSED SOIL'S REPORT SHEETS.

**FLOOD ZONE:**

THE FLOOD ZONE SHALL BE ACCORDING TO THE PROPOSED FLOOD ZONE SHEETS.

**GRADING AND DRAINAGE KEY NOTES**

1. IMPROVED GRADE SHALL BE SHOWN ON THE GRADE SHEETS.
2. IMPROVED GRADE SHALL BE SHOWN ON THE GRADE SHEETS.
3. IMPROVED GRADE SHALL BE SHOWN ON THE GRADE SHEETS.
4. IMPROVED GRADE SHALL BE SHOWN ON THE GRADE SHEETS.
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9. IMPROVED GRADE SHALL BE SHOWN ON THE GRADE SHEETS.
10. IMPROVED GRADE SHALL BE SHOWN ON THE GRADE SHEETS.

**EARTHWORK AND PAVING QUANTITIES:**

THE EARTHWORK AND PAVING QUANTITIES SHALL BE ACCORDING TO THE PROPOSED QUANTITY SHEETS.

**SPOT GRADING LEGEND**

- 1. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 2. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 3. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 4. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 5. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 6. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 7. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 8. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 9. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.
- 10. SPOT GRADING SHALL BE SHOWN ON THE GRADE SHEETS.

**LEGEND**

- 1. PROJECT LIMIT LINE
- 2. EXISTING GRADE
- 3. PROPOSED GRADE
- 4. EXISTING PAVEMENT
- 5. PROPOSED PAVEMENT
- 6. EXISTING CURB
- 7. PROPOSED CURB
- 8. EXISTING SIDEWALK
- 9. PROPOSED SIDEWALK
- 10. EXISTING DRIVEWAY
- 11. PROPOSED DRIVEWAY
- 12. EXISTING DRIVE
- 13. PROPOSED DRIVE
- 14. EXISTING WALKWAY
- 15. PROPOSED WALKWAY
- 16. EXISTING BIKEWAY
- 17. PROPOSED BIKEWAY
- 18. EXISTING FENCE
- 19. PROPOSED FENCE
- 20. EXISTING SIGN
- 21. PROPOSED SIGN
- 22. EXISTING LIGHT
- 23. PROPOSED LIGHT
- 24. EXISTING UTILITY
- 25. PROPOSED UTILITY
- 26. EXISTING TREE
- 27. PROPOSED TREE
- 28. EXISTING PLANT
- 29. PROPOSED PLANT
- 30. EXISTING LANDSCAPE
- 31. PROPOSED LANDSCAPE
- 32. EXISTING FURNITURE
- 33. PROPOSED FURNITURE
- 34. EXISTING STRUCTURE
- 35. PROPOSED STRUCTURE
- 36. EXISTING WALL
- 37. PROPOSED WALL
- 38. EXISTING GATE
- 39. PROPOSED GATE
- 40. EXISTING FENCE
- 41. PROPOSED FENCE
- 42. EXISTING SIGN
- 43. PROPOSED SIGN
- 44. EXISTING LIGHT
- 45. PROPOSED LIGHT
- 46. EXISTING UTILITY
- 47. PROPOSED UTILITY
- 48. EXISTING TREE
- 49. PROPOSED TREE
- 50. EXISTING PLANT
- 51. PROPOSED PLANT
- 52. EXISTING LANDSCAPE
- 53. PROPOSED LANDSCAPE
- 54. EXISTING FURNITURE
- 55. PROPOSED FURNITURE
- 56. EXISTING STRUCTURE
- 57. PROPOSED STRUCTURE
- 58. EXISTING WALL
- 59. PROPOSED WALL
- 60. EXISTING GATE
- 61. PROPOSED GATE
- 62. EXISTING FENCE
- 63. PROPOSED FENCE
- 64. EXISTING SIGN
- 65. PROPOSED SIGN
- 66. EXISTING LIGHT
- 67. PROPOSED LIGHT
- 68. EXISTING UTILITY
- 69. PROPOSED UTILITY
- 70. EXISTING TREE
- 71. PROPOSED TREE
- 72. EXISTING PLANT
- 73. PROPOSED PLANT
- 74. EXISTING LANDSCAPE
- 75. PROPOSED LANDSCAPE
- 76. EXISTING FURNITURE
- 77. PROPOSED FURNITURE
- 78. EXISTING STRUCTURE
- 79. PROPOSED STRUCTURE
- 80. EXISTING WALL
- 81. PROPOSED WALL
- 82. EXISTING GATE
- 83. PROPOSED GATE
- 84. EXISTING FENCE
- 85. PROPOSED FENCE
- 86. EXISTING SIGN
- 87. PROPOSED SIGN
- 88. EXISTING LIGHT
- 89. PROPOSED LIGHT
- 90. EXISTING UTILITY
- 91. PROPOSED UTILITY
- 92. EXISTING TREE
- 93. PROPOSED TREE
- 94. EXISTING PLANT
- 95. PROPOSED PLANT
- 96. EXISTING LANDSCAPE
- 97. PROPOSED LANDSCAPE
- 98. EXISTING FURNITURE
- 99. PROPOSED FURNITURE
- 100. EXISTING STRUCTURE
- 101. PROPOSED STRUCTURE
- 102. EXISTING WALL
- 103. PROPOSED WALL
- 104. EXISTING GATE
- 105. PROPOSED GATE
- 106. EXISTING FENCE
- 107. PROPOSED FENCE
- 108. EXISTING SIGN
- 109. PROPOSED SIGN
- 110. EXISTING LIGHT
- 111. PROPOSED LIGHT
- 112. EXISTING UTILITY
- 113. PROPOSED UTILITY
- 114. EXISTING TREE
- 115. PROPOSED TREE
- 116. EXISTING PLANT
- 117. PROPOSED PLANT
- 118. EXISTING LANDSCAPE
- 119. PROPOSED LANDSCAPE
- 120. EXISTING FURNITURE
- 121. PROPOSED FURNITURE
- 122. EXISTING STRUCTURE
- 123. PROPOSED STRUCTURE
- 124. EXISTING WALL
- 125. PROPOSED WALL
- 126. EXISTING GATE
- 127. PROPOSED GATE
- 128. EXISTING FENCE
- 129. PROPOSED FENCE
- 130. EXISTING SIGN
- 131. PROPOSED SIGN
- 132. EXISTING LIGHT
- 133. PROPOSED LIGHT
- 134. EXISTING UTILITY
- 135. PROPOSED UTILITY
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- 719. PROPOSED WALL
- 720. EXISTING GATE</



DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: June 26 2019

## Bulletin 4-015

Project: **Fremont High School Modernization & New Construction  
Increment #4**  
4610 Foothill Blvd., Oakland Ca. 94601

Owner: **Oakland Unified School District**

DISTRIBUTION	
<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

**THIS IS NOT A CHANGE ORDER**

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

**ACTION**

- You are authorized to proceed with this work at no increase in price.
- The District has authorized you to proceed with this work.
- Submit your cost for revised work.
- Submit your credit for revised work.**
- You are not authorized to proceed with this work until DSA approval.

**DESCRIPTION**

Summary: **This bulletin provides revised grading plans, in coordination with storm drain design issued as part of Bulletin 4-004.3.**

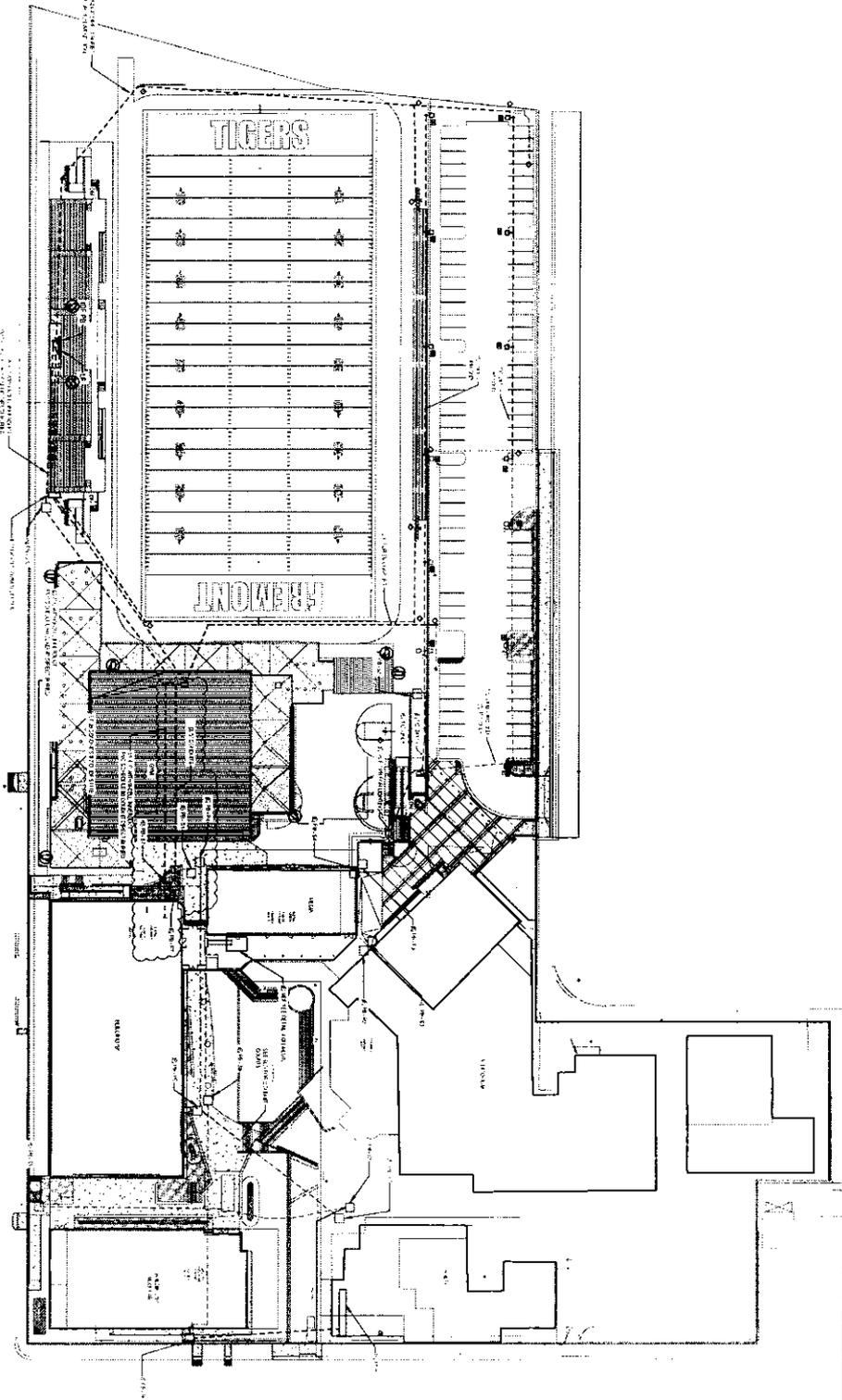
**ATTACHMENTS**

- Grading and Drainage Sheets: 4-C3.0, 4-C3.1, 4-C3.2, 4-C3.3, 4-C3.4

BY: **Joel Williams**

6/26/19





1 ELECTRICAL SITE PLAN

**SHEET NOTES**

- ◆ EXISTING ELECTRICAL SYSTEMS - REFER TO SHEET 4-E1.00
- ◇ NEW ELECTRICAL SYSTEMS
- ◆ ELECTRICAL SYMBOLS - REFER TO SHEET 4-E1.00
- ◆ ELECTRICAL NOTES - REFER TO SHEET 4-E1.00

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OAKLAND ELECTRICAL CODE.



DATE: 10/15/14  
 DRAWN BY: J. BROWN  
 CHECKED BY: J. BROWN  
 PROJECT NO: 418  
 SHEET NO: 4-E1.00

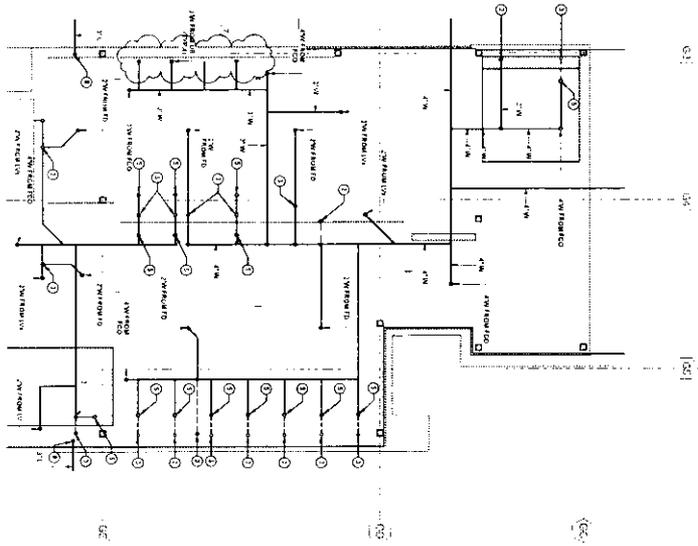
OAKLAND-JEFFERSON SCHOOL DISTRICT  
**FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION - INCREMENT #4**  
 418 FORTUNE BOULEVARD  
 OAKLAND, CALIFORNIA 94612



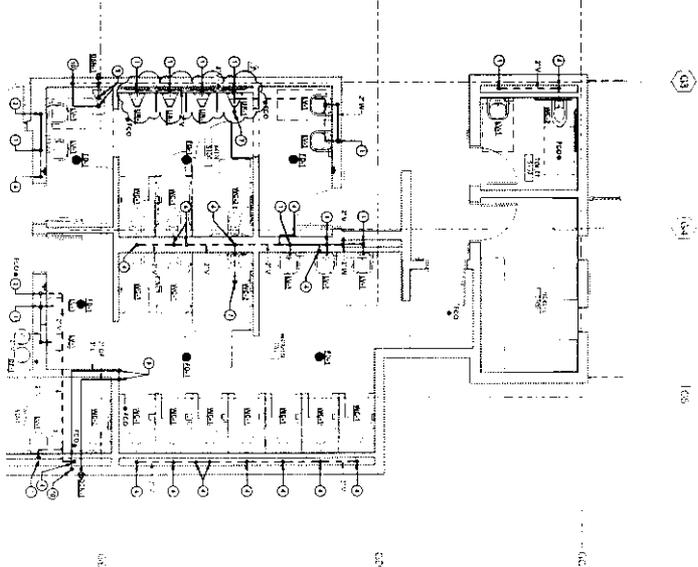
DATE: 10/15/14  
 DRAWN BY: J. BROWN  
 CHECKED BY: J. BROWN  
 PROJECT NO: 418  
 SHEET NO: 4-E1.00

PROJECT NO: 418  
 SHEET NO: 4-E1.00  
 TITLE: ELECTRICAL SITE PLAN





2 ENLARGED PLANS - WAY BELOW FLOOR



1 ENLARGED PLANS - WAY ABOVE FLOOR

SHEET NOTES:

- 1 2" IN. ANTI-SIPHONABLE
- 2 2" IN. PVP
- 3 2" IN. COPOLYMER
- 4 2" IN. PVC
- 5 2" IN. CPVC
- 6 2" IN. STAINLESS
- 7 2" IN. CLAY TILE
- 8 2" IN. CLAY TILE
- 9 2" IN. CLAY TILE



QUATROCI ENON ARCHITECTS

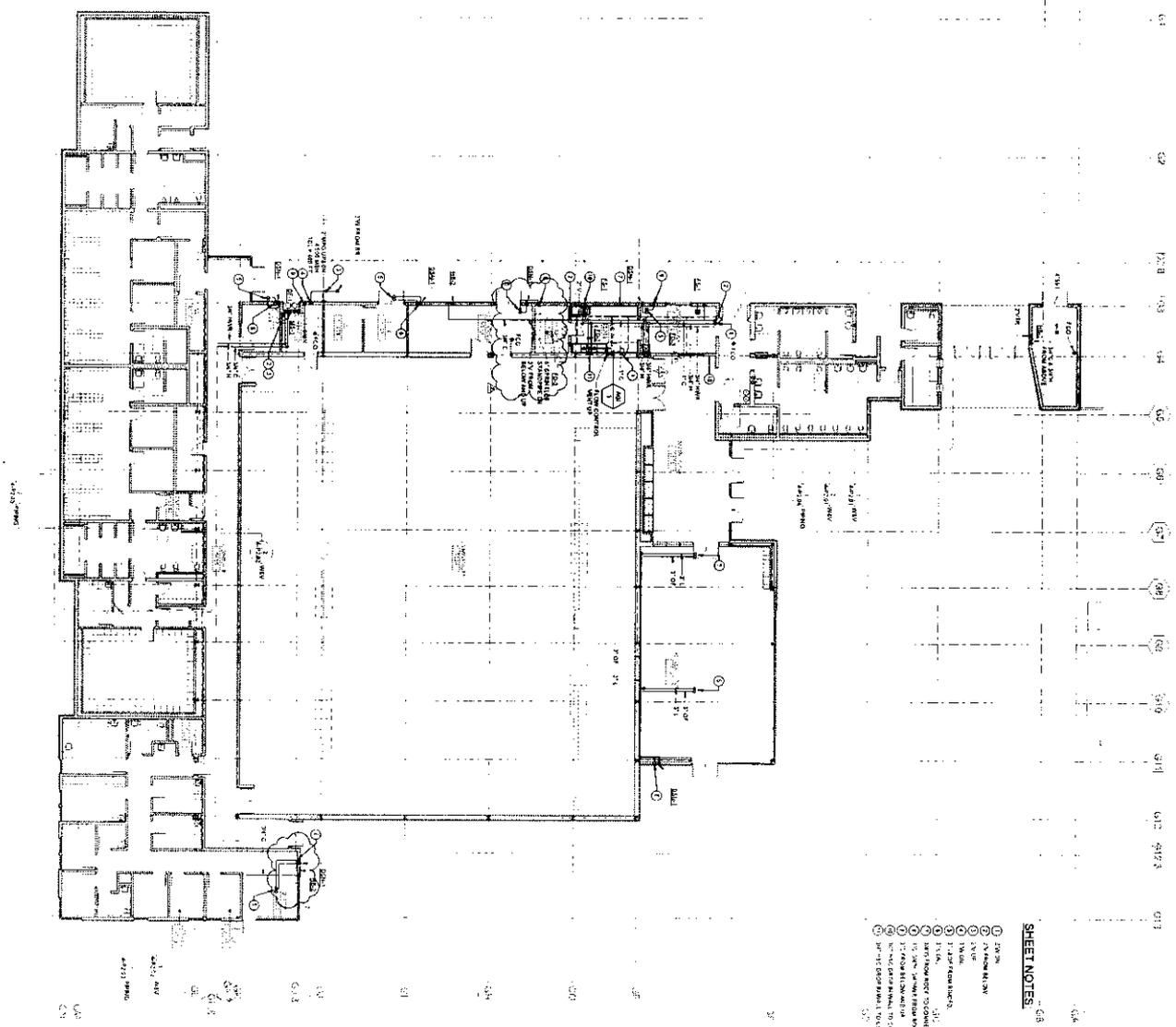
GALEWOOD UNIFIED SCHOOL DISTRICT  
 FREMONT HS MODERNIZATION & NEW CONSTRUCTION - INC #4  
 4150 W. WASHINGTON AVE  
 DENVER, CO 80202



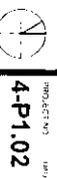
CONTRACT NO.  
 SCALE: 1/4" = 1'-0"  
 DATE: 10/03/08  
 REVISIONS:  
 001: 10/03/08  
 002: 10/03/08  
 003: 10/03/08

PROJECT NO. 4-P2.01

1 GYM FLOOR PLAN - PLUMBING



- SHEET NOTES**
- 1. 20' DIA.
  - 2. 12' DIA.
  - 3. 10' DIA.
  - 4. 8' DIA.
  - 5. 6' DIA.
  - 6. 4' DIA.
  - 7. 3' DIA.
  - 8. 2' DIA.
  - 9. 1.5' DIA.
  - 10. 1.25' DIA.
  - 11. 1' DIA.
  - 12. 0.75' DIA.
  - 13. 0.5' DIA.
  - 14. 0.375' DIA.
  - 15. 0.25' DIA.
  - 16. 0.1875' DIA.
  - 17. 0.125' DIA.
  - 18. 0.0625' DIA.
  - 19. 0.03125' DIA.
  - 20. 0.015625' DIA.
  - 21. 0.0078125' DIA.
  - 22. 0.00390625' DIA.
  - 23. 0.001953125' DIA.
  - 24. 0.0009765625' DIA.
  - 25. 0.00048828125' DIA.
  - 26. 0.000244140625' DIA.
  - 27. 0.0001220703125' DIA.
  - 28. 0.00006103515625' DIA.
  - 29. 0.000030517578125' DIA.
  - 30. 0.0000152587890625' DIA.
  - 31. 0.00000762939453125' DIA.
  - 32. 0.000003814697265625' DIA.
  - 33. 0.0000019073486328125' DIA.
  - 34. 0.00000095367431640625' DIA.
  - 35. 0.000000476837158203125' DIA.
  - 36. 0.0000002384185791015625' DIA.
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  - 85. 0.00000000000000000000042351647362710040513201029890625' DIA.
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  - 92. 0.00000000000000000000000330872245021172191501810729890625' DIA.
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  - 96. 0.0000000000000000000000002067951531382326196886279729890625' DIA.
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  - 98. 0.000000000000000000000000051698788284558154922169931119140625' DIA.
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PROJECT NO. 4-P1.02

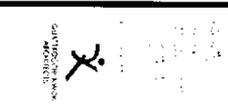
SCALE: AS SHOWN  
DATE: 10/1/11  
REVISIONS:  
BY: [Redacted]  
DATE: [Redacted]

DESIGNER:  
CHECKED BY:  
DATE: [Redacted]

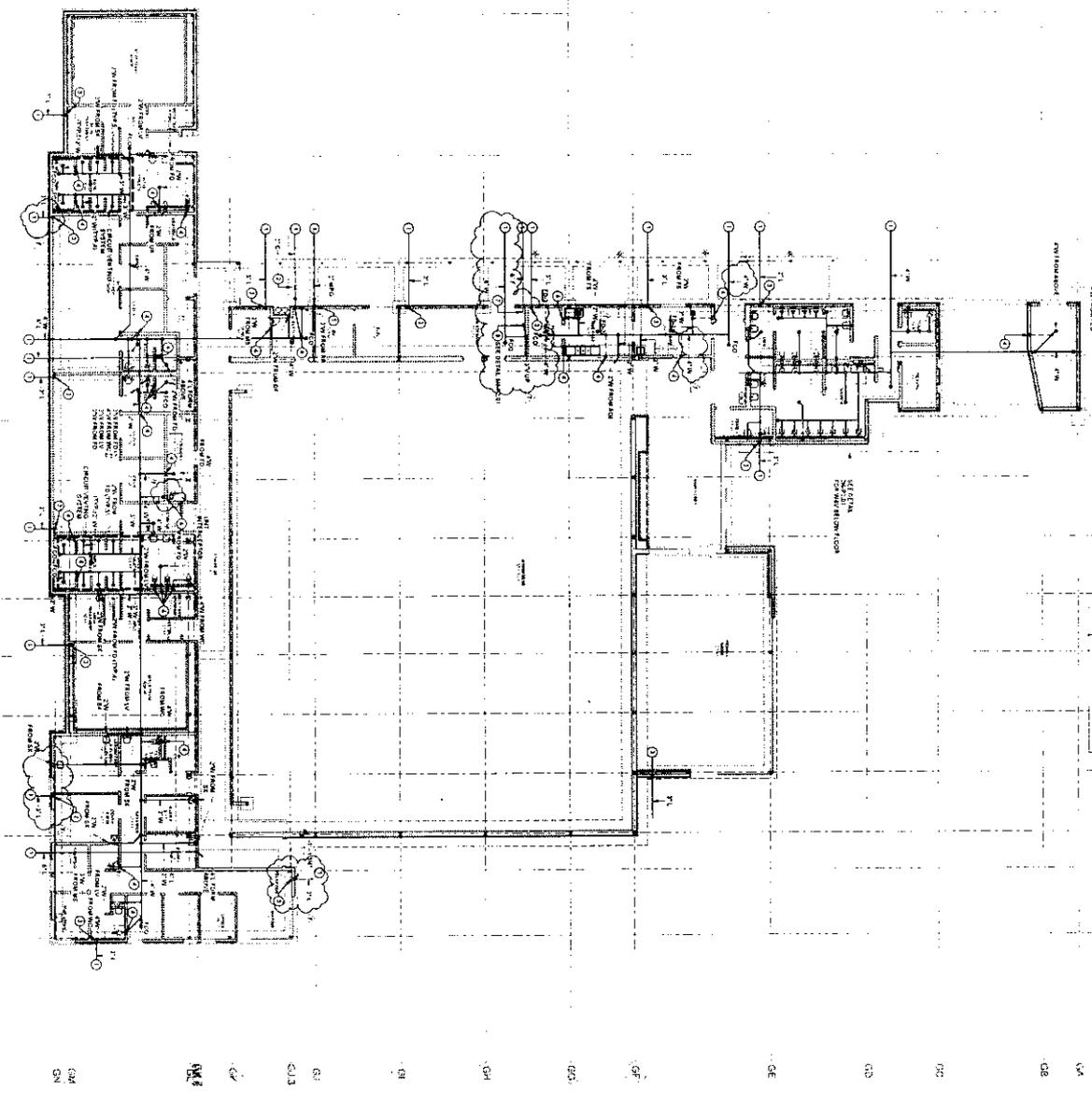
OWNER:  
DATE: [Redacted]



OAKLAND UNIFIED SCHOOL DISTRICT  
FREMONT HS MODERNIZATION & NEW CONSTRUCTION - HVAC #1  
5000 CENTRAL EXPRESSWAY  
OAKLAND, CA 94612



1 GYM FLOOR PLAN - PLUMBING UNDERGROUND



SHEET NOTES

1. FINISH FLOOR SHALL BE 1/2" POLYURETHANE OVER 1/2" GYPSUM BOARD
2. FINISH FLOOR SHALL BE 1/2" POLYURETHANE OVER 1/2" GYPSUM BOARD
3. FINISH FLOOR SHALL BE 1/2" POLYURETHANE OVER 1/2" GYPSUM BOARD
4. FINISH FLOOR SHALL BE 1/2" POLYURETHANE OVER 1/2" GYPSUM BOARD
5. FINISH FLOOR SHALL BE 1/2" POLYURETHANE OVER 1/2" GYPSUM BOARD



4-P1.01

DATE: 08/11/10  
 DRAWN BY: J. BROWN  
 CHECKED BY: J. BROWN  
 PROJECT: FREMONT HS MODERNIZATION & NEW CONSTRUCTION - BLDG #4  
 SHEET: 4-P1.01  
 TITLE: GYM FLOOR PLAN - PLUMBING UNDERGROUND



GARLAND UNIFIED SCHOOL DISTRICT  
 FREMONT HS MODERNIZATION & NEW CONSTRUCTION - BLDG #4  
 4113 FOSTER LANE, GARLAND, CA 94533  
 925-261-1111

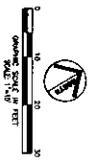
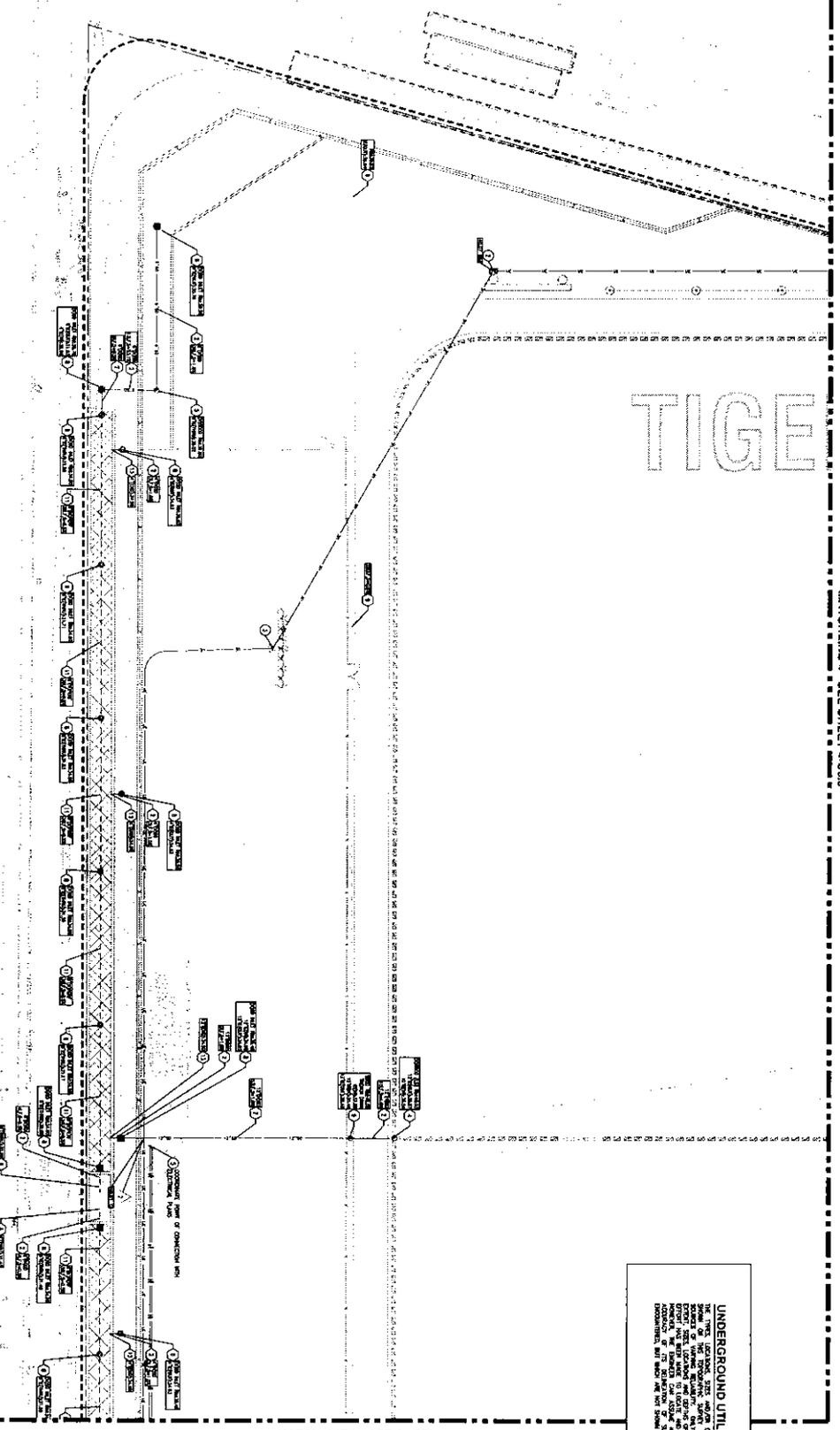






TIGER

FOOTHILL BLVD.



**UNDERGROUND UTILITY NOTE:** All underground utilities are shown in plan view. The location and depth of all underground utilities are shown in plan view. The location and depth of all underground utilities are shown in plan view. The location and depth of all underground utilities are shown in plan view.

MATCHLINE 3 - SEE SHEET 4-C63

- GENERAL NOTES:**
1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
- SANITARY SEWER KEY NOTES:**
1. ALL SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  2. ALL SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  3. ALL SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  4. ALL SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  5. ALL SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
- STORM DRAIN KEY NOTES:**
1. ALL STORM DRAIN LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  2. ALL STORM DRAIN LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  3. ALL STORM DRAIN LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  4. ALL STORM DRAIN LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  5. ALL STORM DRAIN LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
- WATER KEY NOTES:**
1. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  2. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  3. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  4. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  5. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.

- UTILITY PLAN NOTES:**
1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
- DRY UTILITY KEY NOTES:**
1. ALL DRY UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  2. ALL DRY UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  3. ALL DRY UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  4. ALL DRY UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  5. ALL DRY UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
- GAS SERVICE KEY NOTES:**
1. ALL GAS SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  2. ALL GAS SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  3. ALL GAS SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  4. ALL GAS SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.
  5. ALL GAS SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STATE AND LOCAL CODES.

- LEGEND:**
- | SYMBOL   | DESCRIPTION                 |
|----------|-----------------------------|
| (Symbol) | Sanitary Sewer Line         |
| (Symbol) | Storm Drain Line            |
| (Symbol) | Water Line                  |
| (Symbol) | Gas Service Line            |
| (Symbol) | Dry Utility Line            |
| (Symbol) | Proposed Building Footprint |
| (Symbol) | Proposed Parking Area       |
| (Symbol) | Proposed Landscaping        |
| (Symbol) | Proposed Fencing            |
| (Symbol) | Proposed Driveway           |
| (Symbol) | Proposed Walkway            |
| (Symbol) | Proposed Staircase          |
| (Symbol) | Proposed Elevation          |
| (Symbol) | Proposed Section            |
| (Symbol) | Proposed Detail             |
| (Symbol) | Proposed Note               |
| (Symbol) | Proposed Reference          |
| (Symbol) | Proposed Schedule           |
| (Symbol) | Proposed Appendix           |
| (Symbol) | Proposed Index              |
| (Symbol) | Proposed Table              |
| (Symbol) | Proposed Figure             |
| (Symbol) | Proposed Diagram            |
| (Symbol) | Proposed Form               |
| (Symbol) | Proposed Table              |
| (Symbol) | Proposed Figure             |
| (Symbol) | Proposed Diagram            |
| (Symbol) | Proposed Form               |

**SCALE AS SHOWN:**

**DATE:** 07/15/2019

**PROJECT:** FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION - INCREMENT #4

**CLIENT:** CALIFORNIA STATE EDUCATION

**DESIGNER:** LCA ARCHITECTS

**SCALE:** 1" = 10'

**4-C62**

**FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION - INCREMENT #4**

SCALE AS SHOWN

DATE: 07/15/2019

PROJECT: FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION - INCREMENT #4

CLIENT: CALIFORNIA STATE EDUCATION

DESIGNER: LCA ARCHITECTS

SCALE: 1" = 10'

**4-C62**

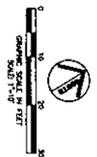
SHEET 02 OF 02

**LCA ARCHITECTS**

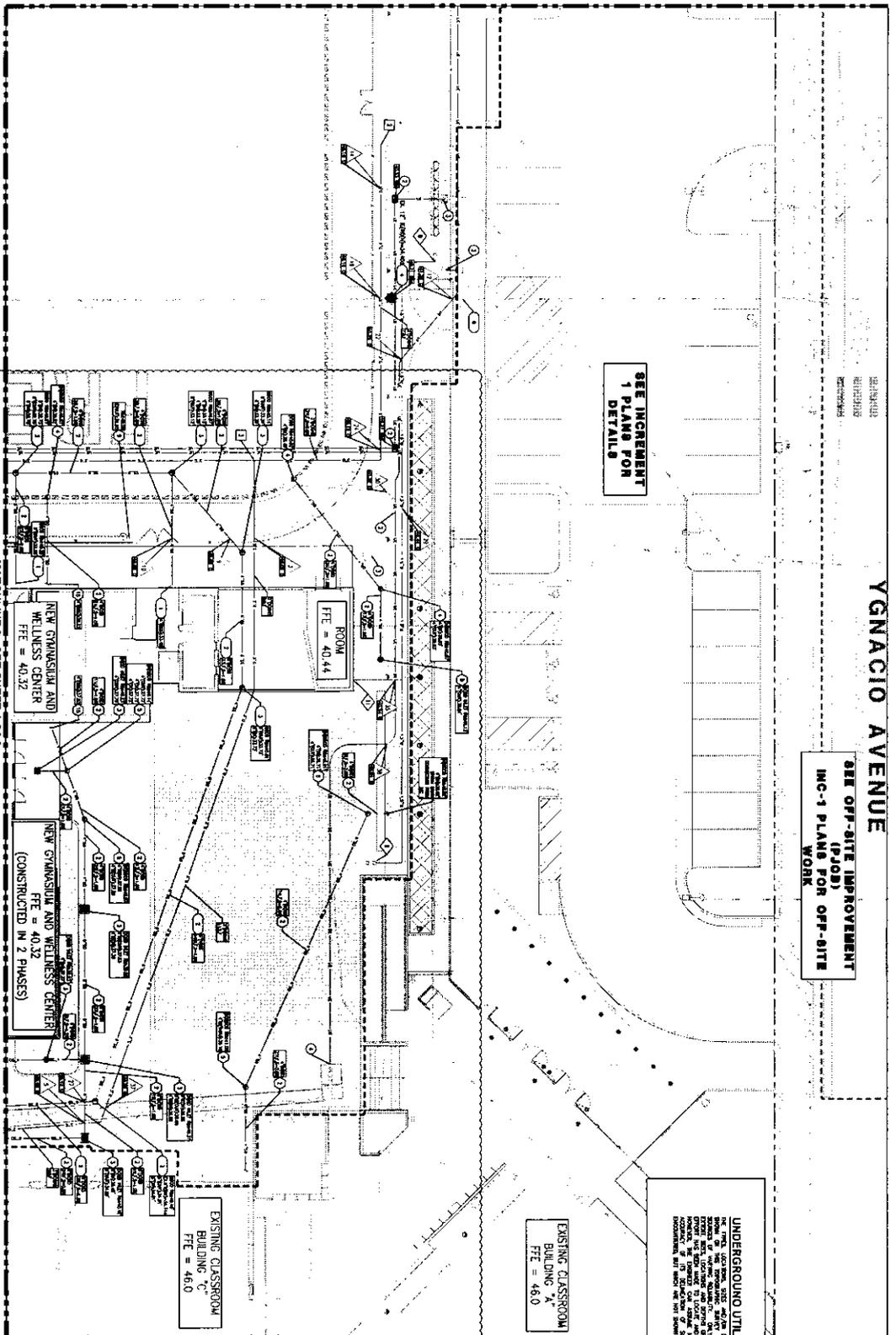
YGNACIO AVENUE

SEE OFF-SITE IMPROVEMENT (JOB) INC-1 PLANS FOR OFF-SITE WORK

SEE INCREMENT 1 PLANS FOR DETAILS



**UNDERGROUND UTILITY NOTE:**  
 All underground utilities shown on this plan are to be installed in accordance with the applicable codes and standards. The contractor shall be responsible for verifying the location and depth of all existing utilities prior to construction. All new utilities shall be installed in accordance with the applicable codes and standards. The contractor shall be responsible for obtaining all necessary permits and approvals for the installation of all underground utilities.



MATCHLINE 1 - SEE SHEET 4-C6.0

**GENERAL NOTES:**

1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ALL UTILITIES.
5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ALL UTILITIES.
9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

**SANITARY SEWER KEY NOTES:**

1. ALL SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING SANITARY SEWER LINES PRIOR TO CONSTRUCTION.
3. ALL NEW SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ALL SANITARY SEWER LINES.
5. ALL SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING SANITARY SEWER LINES PRIOR TO CONSTRUCTION.
7. ALL NEW SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ALL SANITARY SEWER LINES.
9. ALL SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING SANITARY SEWER LINES PRIOR TO CONSTRUCTION.

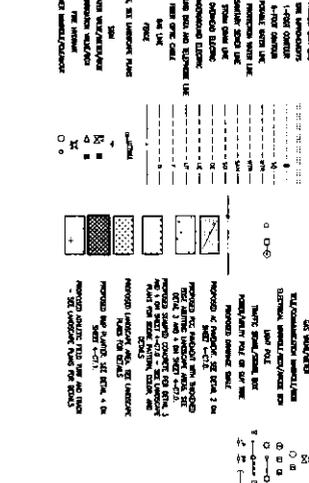
**STORM DRAIN KEY NOTES:**

1. ALL STORM DRAIN LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
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3. ALL NEW STORM DRAIN LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING STORM DRAIN LINES PRIOR TO CONSTRUCTION.

**WATER KEY NOTES:**

1. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING WATER LINES PRIOR TO CONSTRUCTION.
3. ALL NEW WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ALL WATER LINES.
5. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING WATER LINES PRIOR TO CONSTRUCTION.
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8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF ALL WATER LINES.
9. ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING WATER LINES PRIOR TO CONSTRUCTION.

**LEGEND:**



4-C6.1

DATE: 07/20/15

PROJECT NO.

SCALE: AS SHOWN

UNITS: METRIC

PROJECT: FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION - INCREMENT #4

CLIENT: FREMONT UNIFIED SCHOOL DISTRICT

ARCHITECT: LCA ARCHITECTS

DATE: 07/20/15

PROJECT NO.

SCALE: AS SHOWN

UNITS: METRIC

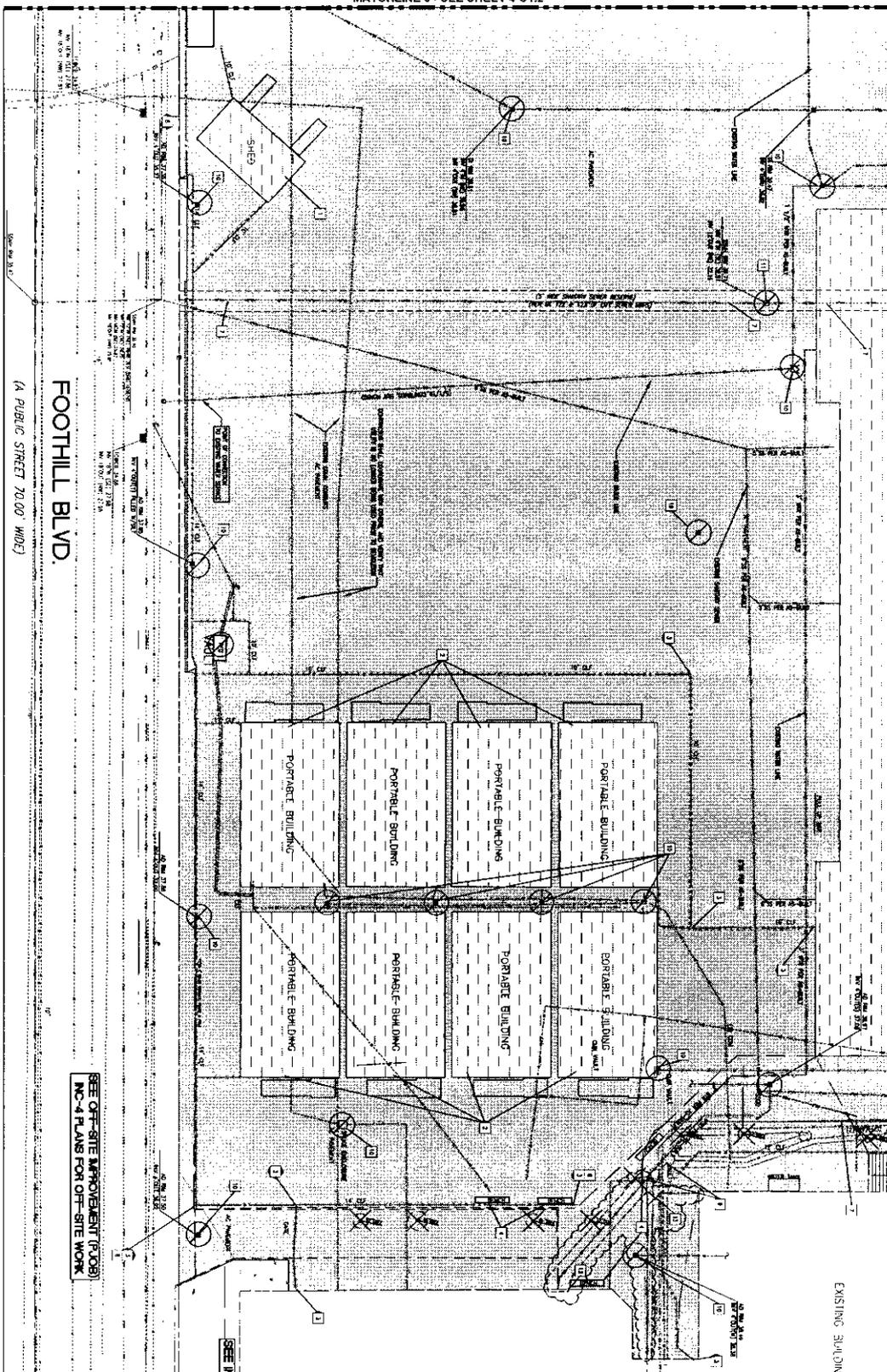
PROJECT: FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION - INCREMENT #4

CLIENT: FREMONT UNIFIED SCHOOL DISTRICT

ARCHITECT: LCA ARCHITECTS







FOOTHILL BLVD.  
(A PUBLIC STREET 70.00' WIDE)

- GENERAL NOTES:**
1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.
  2. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE, CALIFORNIA GAS CODE, AND CALIFORNIA MECHANICAL CODE.
  3. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE, CALIFORNIA GAS CODE, AND CALIFORNIA MECHANICAL CODE.
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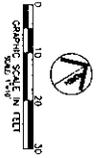
- EXISTING UTILITIES NOTE**
1. EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
  2. EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
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  7. EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
  8. EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
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- DEMOLITION PLAN KEY NOTES**
1. DEMOLITION OF EXISTING BUILDING TO BE SHOWN WITH 'X' MARKS.
  2. DEMOLITION OF EXISTING BUILDING TO BE SHOWN WITH 'X' MARKS.
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- DEMOLITION LEGEND**
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**ENGINEER'S NOTE TO THE CONTRACTOR:**  
THE ENGINEER HAS REVIEWED THE CONSTRUCTION DOCUMENTS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CALIFORNIA ENGINEERING ACT AND THE CALIFORNIA PROFESSIONAL ENGINEER ACT. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE CONSTRUCTION DOCUMENTS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ALL CONDITIONS ON THE SITE PRIOR TO CONSTRUCTION.





STATE OF CALIFORNIA  
OFFICE OF THE REGISTERED PROFESSIONAL ENGINEERS

CALIFORNIA PROFESSIONAL ENGINEER  
NO. 12345  
EXPIRES 12/31/2024

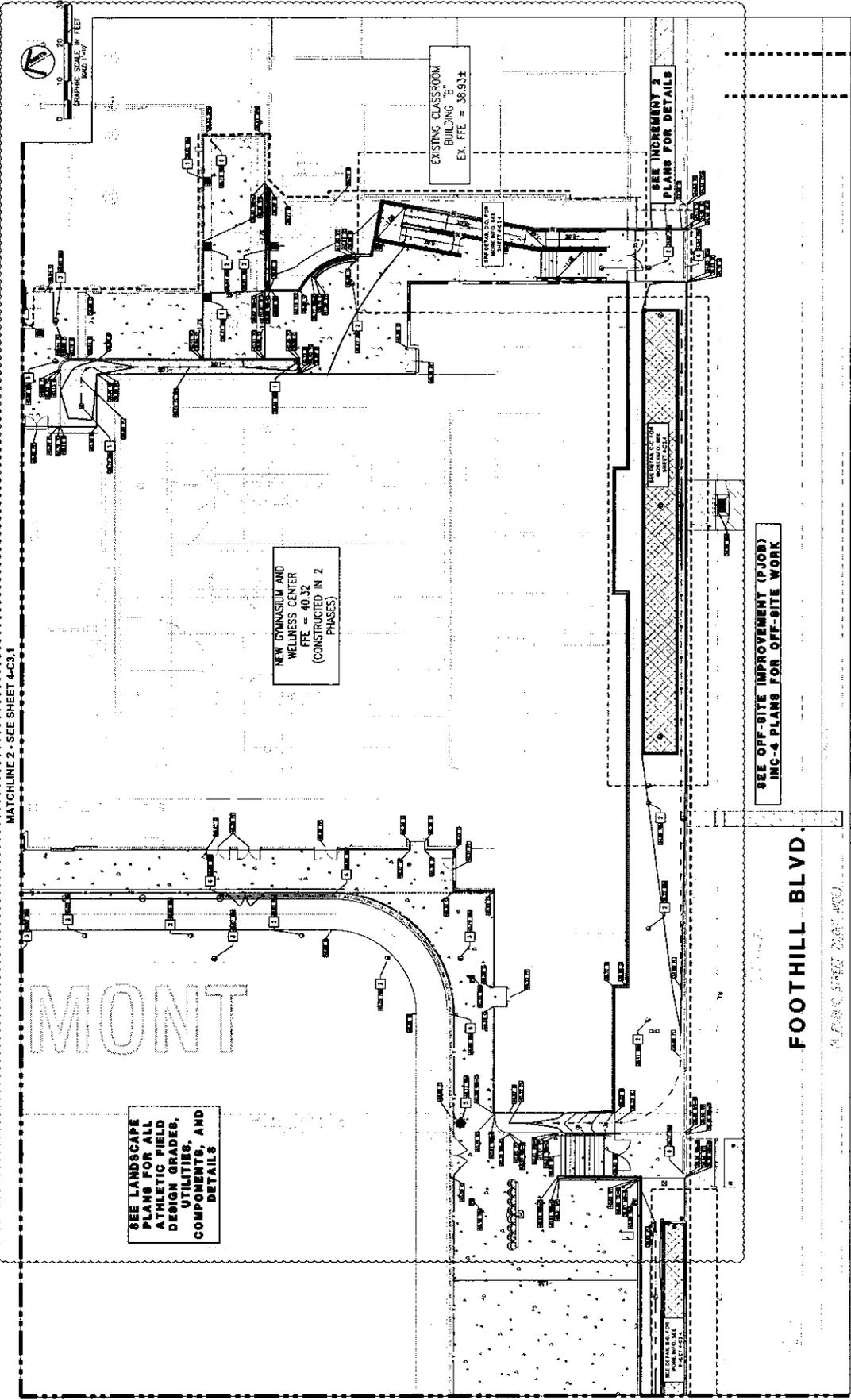
CARE AND SERVICE TO OUR CLIENTS  
**FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION - INCREMENT 14**  
ARCHITECTURAL FLOOR PLAN



**4-C1.3**

EXISTING CONDITION AND DEMOLITION PLAN

DATE: 12/31/2024



MATCHLINE 2 - SEE SHEET 4-C3.1

MATCHLINE 3 - SEE SHEET 4-C3.2

SEE LANDSCAPE PLANS FOR ALL ATHLETIC FIELD DESIGN GRADES, UTILITIES, COMPONENTS, AND DETAILS

NEW GYMNASIUM AND WELLNESS CENTER  
 FFE = 40.32  
 (CONSTRUCTED IN 2 PHASES)

EXISTING CLASSROOM BUILDING B  
 EX. FFE = 38.93±

SEE OFF-SITE IMPROVEMENT (PJOB) INC-4 PLANS FOR OFF-SITE WORK

FOOTHILL BLVD.

**GRADING NOTES:**

- PROPOSED SPOT ELEVATIONS ARE BASED ON THE GRADE OF FINISHED ADJACENT EXISTING GRADES AND THE GRADE OF FINISHED ADJACENT EXISTING GRADES.
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**SURVEY NOTES:**

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**SOILS REPORT NOTE:**

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**FLOOD ZONE:**

THE PROJECT AREA IS NOT IN A FLOOD ZONE.

**CONTRIBUTOR:**

THE CONTRIBUTOR IS THE CLIENT OF THE PROJECT.

**ENGINEERS' NOTE TO THE CONTRACTOR:**

THE CONTRACTOR IS TO VERIFY ALL GRADES AND ELEVATIONS BEFORE CONSTRUCTION.

**GRADING AND DRAINAGE KEY NOTES:**

- PROPOSED SPOT ELEVATIONS ARE BASED ON THE GRADE OF FINISHED ADJACENT EXISTING GRADES AND THE GRADE OF FINISHED ADJACENT EXISTING GRADES.
- PROPOSED SPOT ELEVATIONS ARE BASED ON THE GRADE OF FINISHED ADJACENT EXISTING GRADES AND THE GRADE OF FINISHED ADJACENT EXISTING GRADES.
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**SPOT GRADING LEGEND:**

- PROPOSED SPOT ELEVATIONS
- EXISTING SPOT ELEVATIONS
- PROPOSED SPOT ELEVATIONS
- EXISTING SPOT ELEVATIONS

**LEGEND:**

- PROPOSED SPOT ELEVATIONS
- EXISTING SPOT ELEVATIONS
- PROPOSED SPOT ELEVATIONS
- EXISTING SPOT ELEVATIONS

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	08/15/2011	ISSUED FOR PERMIT





Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 13, 2018
OWNER: Oakland Unified School District - Attn: Huy Hoang

WORK: La Clinica Revisions

SCOPE OF SERVICES:

Following a meeting with La Clinica at OUSD on May 30, 2019 the design team was directed to proceed with additional revisions to the plans and specs to coordinate with requirements from La Clinica's dental exam team. Bulletin 4-010 was issued on July 8, 2019 and included 17 revised sheets of drawings from Architecture, Electrical, Plumbing and Mechanical as well as revised specs for specialty plumbing.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

Table with 4 columns: Description, Hours, Rate, Fee. Rows include LCA Architects -- Design, Guttman & Blaevoet, EDesignC, and Total (fixed fee) \$27,300.00.

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you

Handwritten signature of Carl Campos

9/17/19

Carl Campos, CEO
LCA Architects

DATE

DISTRICT REPRESENTATIVE

Authorization of Additional Services indicated

DATE

ATTACHMENTS

- Exhibit A - 2019 Hourly Fee Schedule (1 page)
Exhibit B - Consultant Proposals - G&B and EDesignC (4 pages)
Exhibit C - La Clinica Design Requirements Letter, IT and Equipment Markups
Exhibit D - Bulletin 4-010 (21 pages)



Exhibit A – 2019 HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Jab Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinatar</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation</i> – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video “fly-by’s,” walkthrough’s, and other simulations.	\$170.00/hr.
<i>Expert Witness</i> – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area)</i> **as adjusted by IRS guidelines	0.58/mile**
<i>Copies, prints, CADD plats, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.</i>	

\* Effective 01/01/2019. Subject to change quarterly.



June 14, 2019

Joel Williams  
**LCA Architects**  
590 Ygnacio Valley Road, Suite 310  
Walnut Creek, CA 94596

**Subject: Fremont High School – Oakland Unified School District  
Additional Services Authorization Request #4  
Mechanical and Electrical Design Services**

Dear Joel,

We submit the following request for authorization of additional services on this project per request of LCA Architects beginning on June 12, 2019.

**Scope and Description of Additional Services**

This additional services request is to accommodate the client requested changes to the Wellness Center based on a meeting with La Clinica on May 30, 2019. The mechanical and plumbing systems require modification to accommodate the revised layouts. Mechanical Title-24 and CHIPS energy remodeling are included in this fee proposal.

This proposal is based on the following documents received: Tiger Clinic Drawing Edits, "Tiger Clinic\_Equipment Placement - EC Markups For MP Scope Changes"; and Design Requirements Edits, "Fremont High School\_Tiger Clinic\_Drawing Edits\_20190606.pdf" (dated June 6, 2019).

**Assumptions**

A. Assumptions in the Master Agreement shall apply to this request for additional services.

**Schedule**

These services shall be completed by June 28, 2019.

Guttman & Blaevoet requires a minimum production time of ten (10) working days after the receipt of all background drawings and design information.

The fees on this document are in effect until June 21, 2019. Adjustments may be made after this date.

**Fees**

Our services under this additional service authorization shall be a fixed lump sum of \$14,800 billed monthly on a percentage of completion basis with reimbursable expenses charged in excess of this amount.

Joel Williams, **LCA Architects**  
Fremont High School – Oakland Unified School District  
Additional Services Authorization Request #4  
Mechanical and Electrical Design Services  
June 14, 2019  
Page 2 of 3

### **Reimbursable Expenses**

The following expenses shall be reimbursed at cost plus a ten percent (10%) handling charge:

- A. All plotting and reproduction to assemble documentation for required submissions, including those for contractors and consultant coordination packages.
- B. Courier, overnight, or other delivery service charges.
- C. Travel.

We estimate that reimbursable expenses could amount to \$300.

### **Other Terms and Conditions**

- A. The Terms and Conditions from the Master Agreement are incorporated into, and made a part of, this work authorization and any contract made between the parties relating to this work.
- B. Payment shall be made in accordance with the terms of the Master Agreement.

Trusting this meets with your approval, please sign and return a copy to our office authorizing us to proceed. Work will begin upon receipt of your authorization.

We are committed to the successful completion of this project. We appreciate the opportunity to participate in this important project and look forward to discussing our services with you further.

If you have any questions, please feel free to call.

Very truly yours,

**GUTTMANN & BLAEVOET**



Kobi Yamasaki  
*Principal*

Joel Williams, **LCA Architects**  
Fremont High School – Oakland Unified School District  
Additional Services Authorization Request #4  
Mechanical and Electrical Design Services  
June 14, 2019  
Page 3 of 3

Authorized on behalf of **LCA Architects** by:

---

Signature

Date

---

Print Name, Title

KY/mf

P:\LCA-001 OUSD Fremont High School\Contract\AWAs\AWA-004 Gym Wellness Center Changes (Tiger Clinic)\AWA-004 Gym Wellness Center Changes (Tiger Clinic)  
LCA-001.doc



SEPTEMBER 16, 2019

**LCA Architects Inc.**

590 Ygnacio Valley Road, Suite 310,  
Walnut Creek, CA 94596  
d 925.940.2218 m 925.357.7610  
[jwilliams@lca-architects.com](mailto:jwilliams@lca-architects.com)

**ATTENTION:** Joel Williams

**SUBJECT:** OUSD Fremont High School – 4610 Foothill Blvd, Oakland, CA 94601

**ADD SERVICE #02 – Permanent Wellness Center changes**

**SCOPE OF WORK OUTLINE:**

1. Meeting with team to review changes.
2. Review mark-ups from La Clinica
3. Incorporate changes from meetings and mark-ups.
4. Issue bulletin 4-010

**SCHEDULE & COMPENSATION BREAKDOWN:**

Fixed Fee shall be billed at \$2,700. Work outside of scope noted above will not be completed without written authorization. Tentative schedule is estimated – delays from city agencies, owner, architect or client may exceed time noted. Schedule is based on updates of models and backgrounds being provided from the client to EDesignC no later than 3 weeks prior to the agreed upon deadline.

Contract History	Fees
<b>Initial Contracted Services</b>	<b>\$ 440,728.00</b>
Add Service #01	\$ 18,750.00
<b>Add Service #02</b>	<b>\$ 2,700.00</b>
<b>Project Total</b>	<b>\$ 462,178.00</b>

- Invoice progress by the end of each month for work completed on this project or as submittals are completed
- Payment is due 30 days from the invoice date unless otherwise specified
- Payments not received by the due date shall bear interest at the rate of 10% per annum.

**APPROVAL:**

Please indicate your acceptance of this proposal by signing and dating this agreement on the space provided. Return to [amber@edesignc.com](mailto:amber@edesignc.com), copying [admin@edesignc.com](mailto:admin@edesignc.com) when completed.

  
 \_\_\_\_\_  
 EDesignC, Inc.  
 Stephen Howarter, Principal PE  
 Date: 09/16/2019

\_\_\_\_\_  
 LCA Architects  
 Joel Williams  
 Date: \_\_\_\_\_

# EXHIBIT C

## **Fremont High School**

### **Design Requirements Submitted on June 6, 2019**

Reference: Drawing – Tiger Clinic\_Equipment Placement.pdf

#### **Reception:**

- L-Shaped Reception Counter
- Equipment – 2 computers, 1 printer, 1 credit card machine, 1 scanner
- Paper recycle bin
- Floor Model Copy/fax machine
- Door with card access and buzzer (to buzz in people from the Front Desk) to be placed between Reception and to the clinic area. Glass window in the door.

#### **Biohazard Closet:**

- 30" is insufficient for bin provided by Stericycle. Are smaller alternative bins available?
- Is it okay to have smaller bins stored in the Dental Room and the Lab?

#### **Cust/Haz Mat: Convert this Room to Dental Equipment Room**

- Equipment – Compressor, vacuum/suction – cut sheets provided.
- Remote Switch to be installed in the Dental Exam Room near the sink
- Air, vacuum/suction to be provided at the foot of the chair
- Power at the foot of the chair
- Equipment to be placed on rack, allowing room for maintenance and for a storage shelf
- Leave floor drainage in room
- Room needs to be locked
- Need Beading around the door for noise reduction

#### **Charting Room/Provider Room:**

- Provision for 3 workstations, one of which is requested for the Dentist.
- Lockable upper cabinets

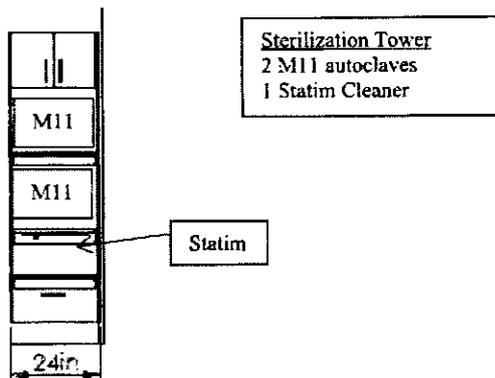
#### **Dental Exam Room:**

- Foot of chair is facing the window??
- Floor space needed around the chair for doctor stool and assistant stool, guest chair, computer cart, and mobile dental cart
- Storage Cabinets
  - need some to be lockable
  - Request to have a countertop in the middle portion to allow a workstation with upper cabinets

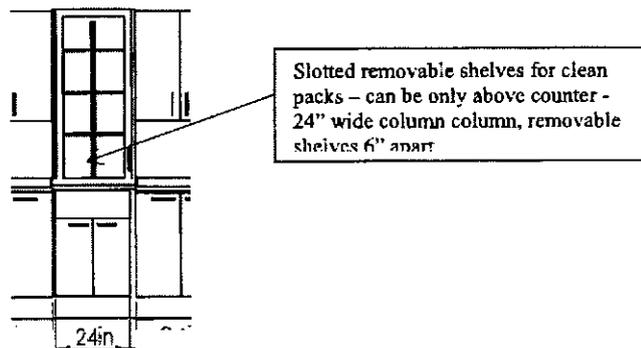
#### **Lab:**

- Blood Draw chair will be to the right of the doorway
- Starting from the right side of the countertop, this is the **dirty area**
  - Pass-through window from the toilet should be flush with the wall and away from the blood draw chair
  - On the counter – First – Biosonic Cleaner (Dental) to the right of the First Sink (Dirty Sink)

- Under Sink – VistaCool & Vista Pure (Dental) – need drains from base of cabinet to sink.
- Left of sink – on the wall above the counter – Air Line for Lubrication system for handpieces (Dental)
- Next on Counter – Microscope (Medical)
- Next to Microscope on counter – Centrifuge – need power.
- Left of sink Under Counter – refrigerator (Medical)
- Next – Stacked Column for Sterilizers – equipment will be two M11 autoclaves and one Statim Cleaner (cut sheets provided)
  - On Pullout drawers
  - Drawing Below



- Counter Top on the window side = **Clean Side**
  - Slotted Storage for clean packs
    - Removable shelves
    - Part of millwork
  - Eyewash station at the clean sink



- Provision for waste disposal below counter – one for medical and larger one for dental
- Upper and lower cabinets and drawers where possible
- Lockable cabinets

- **Cabinet maker to coordinate with La Clínica and Henry Schein Inc. regarding design of cabinets.**
- **Wall on left side of door**
  - First from door – Vaccine Freezer
    - need power
    - Specs – WDXH 25"X25.5"X32.25"
  - <http://www.migaliscientific.com/product/4-3-cuft-solid-door-pharmacy-refrigerator/?cat=clinical-laboratory>
  - Second from door – Vaccine Refrigerator
    - Need power
    - Specs - WDXH 24.2"X24"73.4"
    - <http://www.migaliscientific.com/products/vaccine-storage/>
  - Third from door – at window – Computer Cart

**Alcove near IT Room:**

- Counter top
- We need space for a full sized refrigerator and a Microwave
- Room for small table and chairs in the hallway??

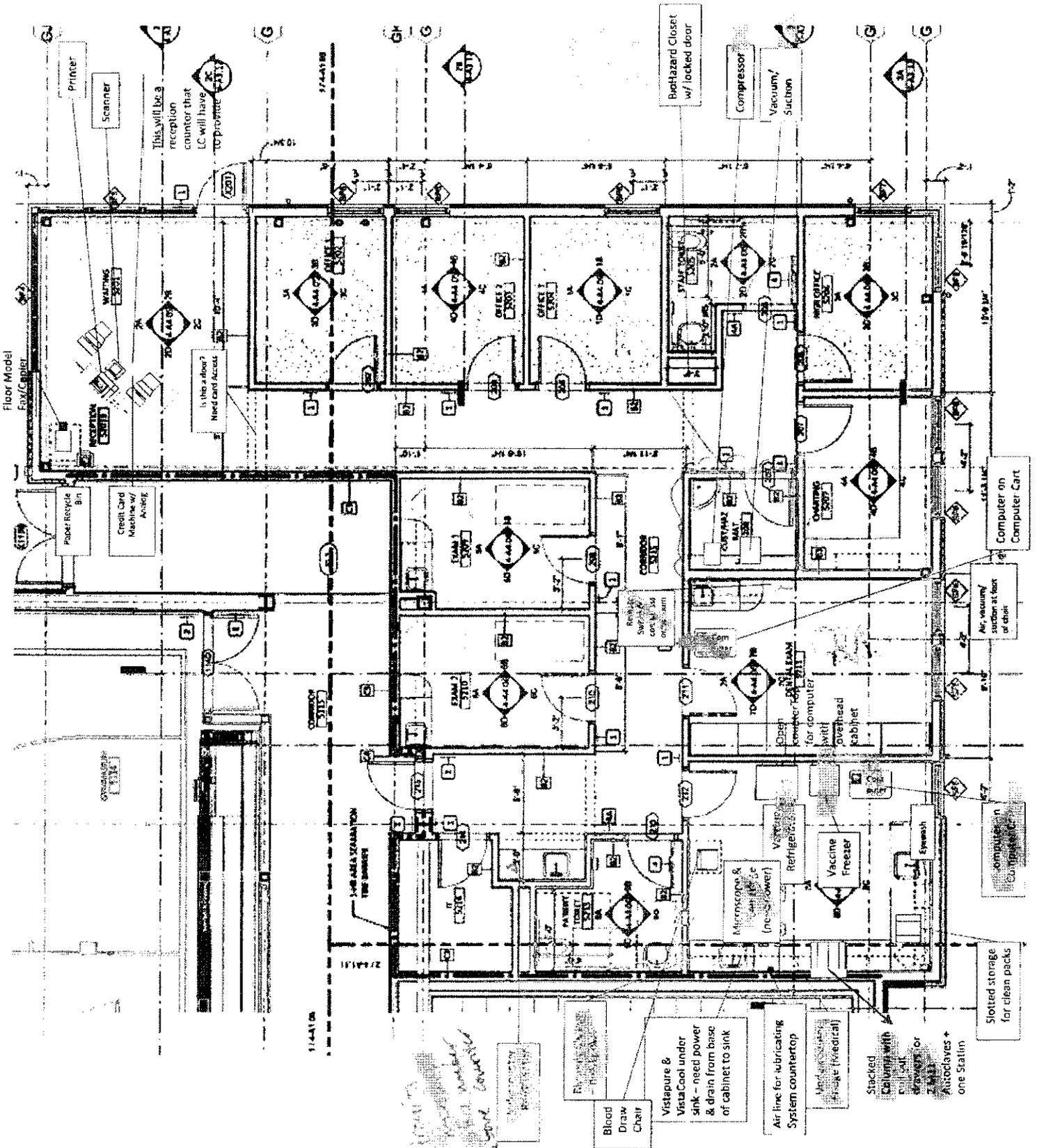
**Exam Rooms:**

- Provision for space for computer on Computer cart
- Lockable cabinets (upper and lower)

**Questions, Issues:**

1. What is the height of the counter in the lab? It needs to be higher than what we have in the temporary location.
2. Is there any other storage space for the clinic adjacent to the clinic?
3. Is there some space for the staff break room outside the clinic? Per Union contract requirements, La Clínica is required to provide break room facilities.
4. Is there a separate entrance for the Community to the clinic and a separate one for the school?
5. All doors do not need the auto-close – otherwise, we need a doorstop to keep the door open.
6. We need window coverings for the windows for patient confidentiality.
7. Please convey our needs to the cabinet contractor and we can meet with them to explain the layout.
8. Issue of the Biohazard space has to be resolved as this is a compliance requirement for the clinic.

Floor Model  
Fax/Printer



Printer  
Scanner  
This will be a reception counter that LC will have to provide to provide

Is this a floor? Need card access

Biohazard Closet w/ locked door

Compressor  
Vacuum/ Suction

Paper Recycle Bin  
Credit Card Machine w/ Access

1/44/10

1-48 AREA SEPARATION THE BARRETS

*Handwritten note:*  
REVISIONS  
1. Add door to Exam 1  
2. Add door to Exam 2  
3. Add door to Exam 3  
4. Add door to Lab  
5. Add door to Reception

Blood Draw Chair

VistaCool under sink - need power & drain from base of cabinet to sink

Air line for lubricating System countertop

Need to check for Microscope (new power)

Stacked Cabinet with pull-out drawers for 2 Autoclaves + one Statlin

Slotted storage for clean packs

Computer Equipment

Air vacuum surface at feet or desk

Computer on Computer Cart





# EXHIBIT D

DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: July 8, 2019

## Bulletin 4-010

Project: Fremont High School Modernization & New Construction  
 Increment #4  
 4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

### DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

### THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

### ACTION

- You are authorized to proceed with this work at no increase in price.
- The District has authorized you to proceed with this work.
- Submit your cost for revised work.
- Submit your credit for revised work.**
- You are not authorized to proceed with this work until DSA approval.

### DESCRIPTION

Summary: This bulletin provides architectural, electrical, and plumbing revisions associated with Wellness Center markups from La Clinica, as authorized by OUSD. Includes addition of rack mounted compressor and vacuum system for dental exam, as well as electrical and casework revisions in lab and hallway wetbar. A new door is added for haz-mat storage closet with associated signage.

### ATTACHMENTS

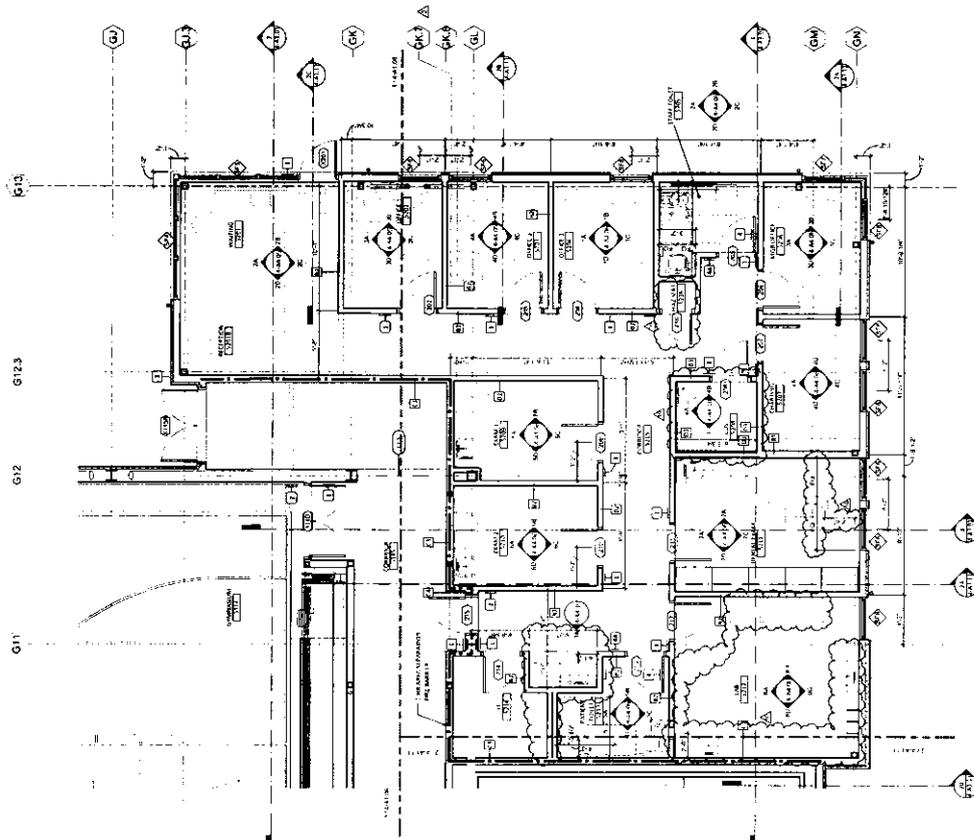
- Architectural Sheets: 4-A1.16, 4-A1.17, 4-A4.06, 4-A4-10, 4-A5.40, 4-A6.02, 4-A6.03, 4-A6.09
- Electrical Sheets: 4-E0.03, 4-E2.01, 4-E2.03, 4-E5.02, 4-E7.02
- Plumbing Sheets: 4-P1.01, 4-P2.02, 4-P2.03, 4-P5.01
- Spec Section: 22 60 00 Special Piping Systems

BY: Joel Williams

7/8/19

**FLOOR PLAN NOTES**

1. SEE GENERAL NOTES FOR DETAILS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES AND REGULATIONS.
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20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES AND REGULATIONS.



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 San Francisco, CA 94103  
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 www.fremontsm.com

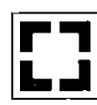


NO.	DATE	DESCRIPTION
1	08/15/16	ISSUED FOR PERMIT
2	08/15/16	ISSUED FOR PERMIT
3	08/15/16	ISSUED FOR PERMIT
4	08/15/16	ISSUED FOR PERMIT
5	08/15/16	ISSUED FOR PERMIT
6	08/15/16	ISSUED FOR PERMIT
7	08/15/16	ISSUED FOR PERMIT
8	08/15/16	ISSUED FOR PERMIT
9	08/15/16	ISSUED FOR PERMIT
10	08/15/16	ISSUED FOR PERMIT

PROJECT NO.	1000	
DATE	08/15/16	
SCALE	AS SHOWN	
DATE	08/15/16	
REVISIONS		
NO.	DATE	DESCRIPTION
1	08/15/16	ISSUED FOR PERMIT
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3	08/15/16	ISSUED FOR PERMIT
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7	08/15/16	ISSUED FOR PERMIT
8	08/15/16	ISSUED FOR PERMIT
9	08/15/16	ISSUED FOR PERMIT
10	08/15/16	ISSUED FOR PERMIT

**FLOOR PLAN NOTES**

1. SEE SPECIFICATIONS FOR DETAILS.
2. ALL DIMENSIONS ARE SHOWN UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. FINISH FLOOR SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
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20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.



FREMONT'S MODERNIZATION & NEW CONSTRUCTION, INC. #4  
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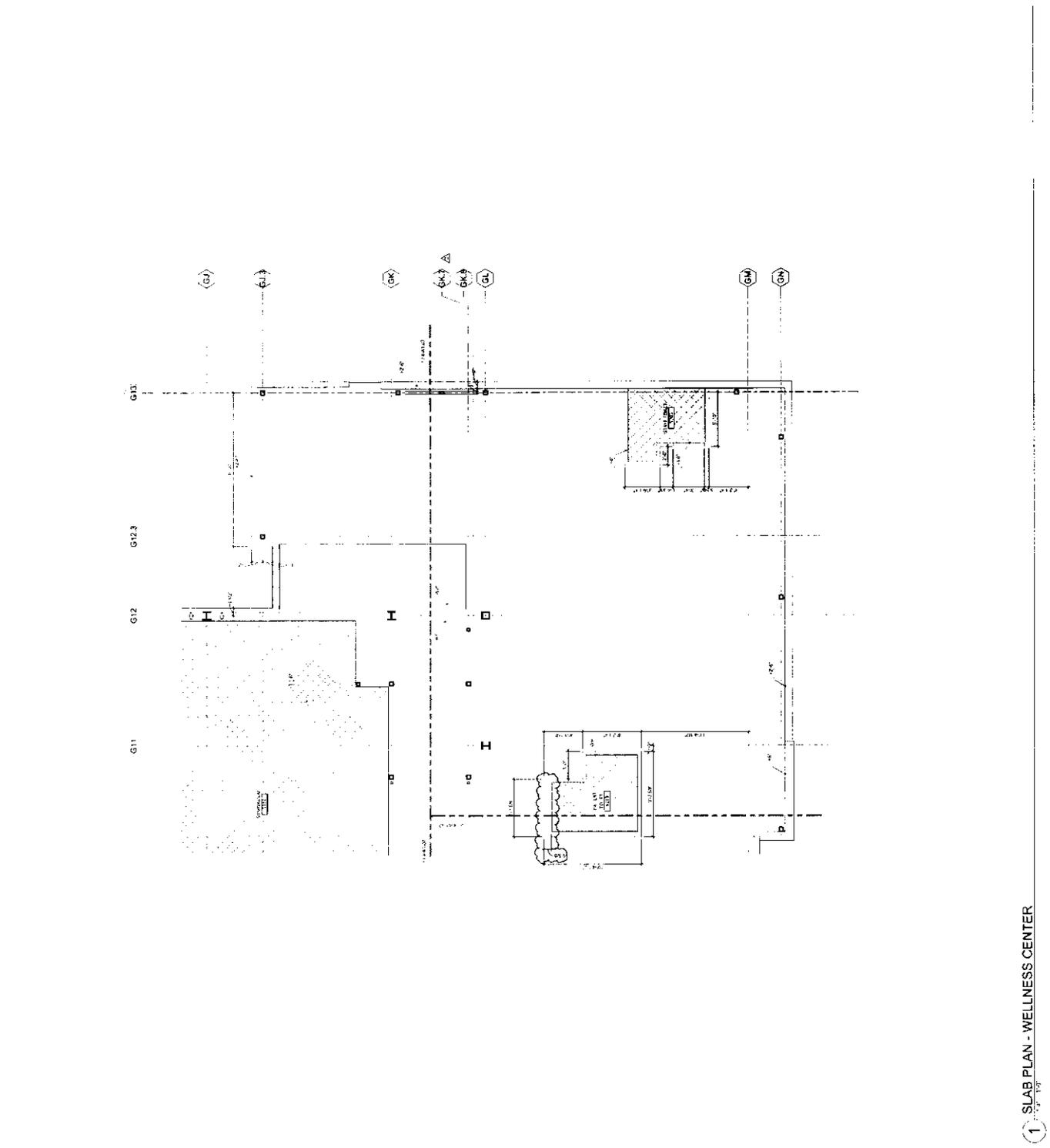
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FREMONT'S MODERNIZATION & NEW CONSTRUCTION, INC. #4  
 1000 W. ...  
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WELLNESS CENTER SLAB & CURB PLAN  
 SCALE: ...  
 DATE: ...  
 DRAWING NO. ...

PROJECT NO. 4-A-1.17



1 SLAB PLAN - WELLNESS CENTER

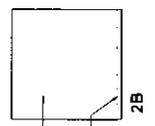
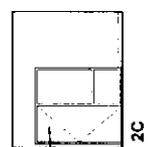
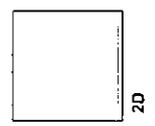




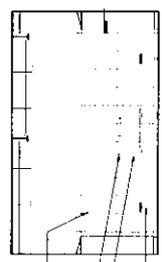
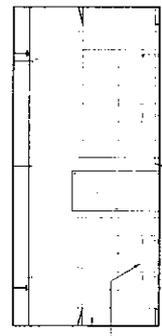
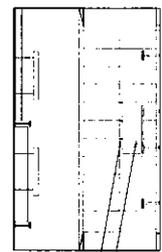
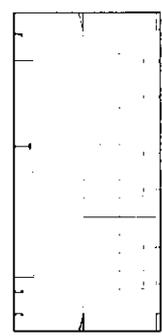
DATE	2021.04.16	
SCALE	AS SHOWN	
PROJECT NO.	4-A4.10	
REVISIONS		
NO.	DATE	DESCRIPTION
1	2021.04.16	ISSUE FOR PERMIT

**INTERIOR ELEVATIONS**

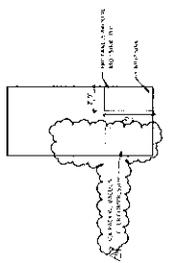
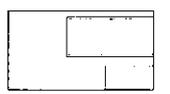
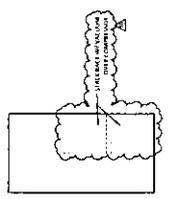
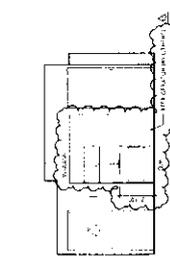
- KEYNOTE LEGEND**
- 06-40-23 INTERIOR ARCHITECTURAL WOODWORK
  - 09-23-00 COPPER-PLATE
  - 09-23-01 COPPER-PLATE ACCESSORIES
  - 09-23-10 "ECONOMY" BASE AND ACCESSORIES
  - 09-23-20 "ECONOMY" TERRAZZO FLOORING
  - 19-21-13 TOILET COMPARTMENTS
  - 19-28-01 TOILET ACCESSORIES
  - 19-28-02 TOILET ACCESSORIES
  - 19-28-03 TOILET ACCESSORIES
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  - 19-28-100 TOILET ACCESSORIES



5113 - OFFICE



5119 - BOYS TEAM ROOM

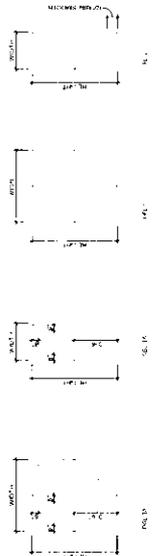


5215 - WELLNESS CORRIDOR

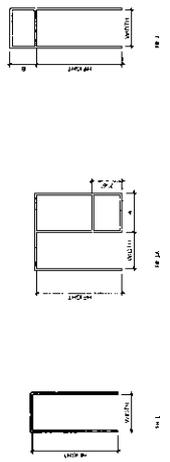
5208 - CUSTODIAN



DOOR TYPES



HOLLOW METAL FRAME TYPES



DOOR SCHEDULES

EXTERIOR DOOR SCHEDULE

MARK	ROOM	TYPE	SWING	WIDTH	HEIGHT	FINISH	GLASS	TRANSOM	GLASS TYPE	NOTES
101	ENTRANCE	101	R	36	80	01	0	0	0	
102	REAR ENTRANCE	102	R	36	80	01	0	0	0	
103	REAR ENTRANCE	103	R	36	80	01	0	0	0	
104	REAR ENTRANCE	104	R	36	80	01	0	0	0	
105	REAR ENTRANCE	105	R	36	80	01	0	0	0	
106	REAR ENTRANCE	106	R	36	80	01	0	0	0	
107	REAR ENTRANCE	107	R	36	80	01	0	0	0	
108	REAR ENTRANCE	108	R	36	80	01	0	0	0	
109	REAR ENTRANCE	109	R	36	80	01	0	0	0	
110	REAR ENTRANCE	110	R	36	80	01	0	0	0	
111	REAR ENTRANCE	111	R	36	80	01	0	0	0	
112	REAR ENTRANCE	112	R	36	80	01	0	0	0	
113	REAR ENTRANCE	113	R	36	80	01	0	0	0	
114	REAR ENTRANCE	114	R	36	80	01	0	0	0	
115	REAR ENTRANCE	115	R	36	80	01	0	0	0	
116	REAR ENTRANCE	116	R	36	80	01	0	0	0	
117	REAR ENTRANCE	117	R	36	80	01	0	0	0	
118	REAR ENTRANCE	118	R	36	80	01	0	0	0	
119	REAR ENTRANCE	119	R	36	80	01	0	0	0	
120	REAR ENTRANCE	120	R	36	80	01	0	0	0	

GYMNASIUM

INTERIOR DOOR SCHEDULE

MARK	ROOM	TYPE	SWING	WIDTH	HEIGHT	FINISH	GLASS	TRANSOM	GLASS TYPE	NOTES
101	ENTRANCE	101	R	36	80	01	0	0	0	
102	REAR ENTRANCE	102	R	36	80	01	0	0	0	
103	REAR ENTRANCE	103	R	36	80	01	0	0	0	
104	REAR ENTRANCE	104	R	36	80	01	0	0	0	
105	REAR ENTRANCE	105	R	36	80	01	0	0	0	
106	REAR ENTRANCE	106	R	36	80	01	0	0	0	
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114	REAR ENTRANCE	114	R	36	80	01	0	0	0	
115	REAR ENTRANCE	115	R	36	80	01	0	0	0	
116	REAR ENTRANCE	116	R	36	80	01	0	0	0	
117	REAR ENTRANCE	117	R	36	80	01	0	0	0	
118	REAR ENTRANCE	118	R	36	80	01	0	0	0	
119	REAR ENTRANCE	119	R	36	80	01	0	0	0	
120	REAR ENTRANCE	120	R	36	80	01	0	0	0	

UPPER BLEACHER

INTERIOR DOOR SCHEDULE

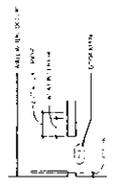
MARK	ROOM	TYPE	SWING	WIDTH	HEIGHT	FINISH	GLASS	TRANSOM	GLASS TYPE	NOTES
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102	REAR ENTRANCE	102	R	36	80	01	0	0	0	
103	REAR ENTRANCE	103	R	36	80	01	0	0	0	
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116	REAR ENTRANCE	116	R	36	80	01	0	0	0	
117	REAR ENTRANCE	117	R	36	80	01	0	0	0	
118	REAR ENTRANCE	118	R	36	80	01	0	0	0	
119	REAR ENTRANCE	119	R	36	80	01	0	0	0	
120	REAR ENTRANCE	120	R	36	80	01	0	0	0	

WELLNESS CENTER

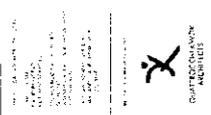
INTERIOR DOOR SCHEDULE

MARK	ROOM	TYPE	SWING	WIDTH	HEIGHT	FINISH	GLASS	TRANSOM	GLASS TYPE	NOTES
101	ENTRANCE	101	R	36	80	01	0	0	0	
102	REAR ENTRANCE	102	R	36	80	01	0	0	0	
103	REAR ENTRANCE	103	R	36	80	01	0	0	0	
104	REAR ENTRANCE	104	R	36	80	01	0	0	0	
105	REAR ENTRANCE	105	R	36	80	01	0	0	0	
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116	REAR ENTRANCE	116	R	36	80	01	0	0	0	
117	REAR ENTRANCE	117	R	36	80	01	0	0	0	
118	REAR ENTRANCE	118	R	36	80	01	0	0	0	
119	REAR ENTRANCE	119	R	36	80	01	0	0	0	
120	REAR ENTRANCE	120	R	36	80	01	0	0	0	

DOOR SCHEDULE NOTES



1. ALL DOORS SHALL BE 28" CLEARANCE UNLESS OTHERWISE NOTED.
2. ALL DOORS SHALL BE 28" CLEARANCE UNLESS OTHERWISE NOTED.
3. ALL DOORS SHALL BE 28" CLEARANCE UNLESS OTHERWISE NOTED.
4. ALL DOORS SHALL BE 28" CLEARANCE UNLESS OTHERWISE NOTED.
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17. ALL DOORS SHALL BE 28" CLEARANCE UNLESS OTHERWISE NOTED.
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19. ALL DOORS SHALL BE 28" CLEARANCE UNLESS OTHERWISE NOTED.
20. ALL DOORS SHALL BE 28" CLEARANCE UNLESS OTHERWISE NOTED.

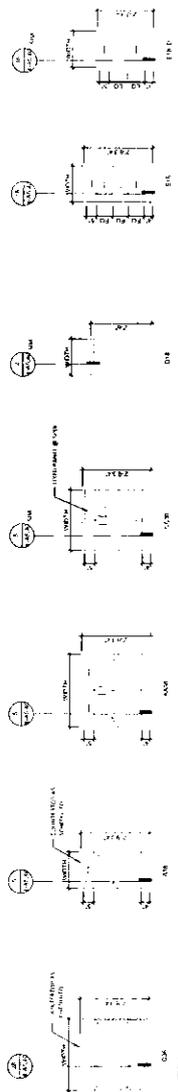


FRANCONIA CONSTRUCTION - INC #4  
 COURT REPORTERS ARCHITECTS

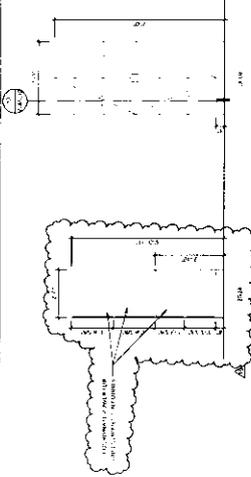


PROJECT NO: 4-A6.02  
 DATE: 11/11/11  
 REVISIONS:  
 SHEET NO: 11

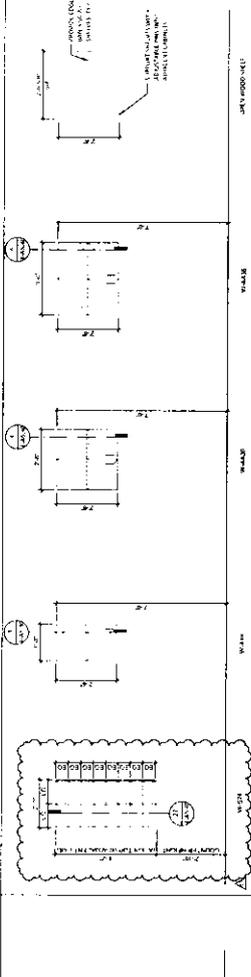
BASE CABINETS



TALL CABINETS



UPPER CABINETS



CASEWORK NOTES

1. REFER TO THE SPECIFICATIONS AND DETAILS OF EQUIPMENT AND FINISHES FOR THE COMPLETE LIST OF MATERIALS AND FINISHES TO BE USED FOR THIS PROJECT.
2. REFER TO THE SPECIFICATIONS AND DETAILS OF EQUIPMENT AND FINISHES FOR THE COMPLETE LIST OF MATERIALS AND FINISHES TO BE USED FOR THIS PROJECT.
3. REFER TO THE SPECIFICATIONS AND DETAILS OF EQUIPMENT AND FINISHES FOR THE COMPLETE LIST OF MATERIALS AND FINISHES TO BE USED FOR THIS PROJECT.
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8. REFER TO THE SPECIFICATIONS AND DETAILS OF EQUIPMENT AND FINISHES FOR THE COMPLETE LIST OF MATERIALS AND FINISHES TO BE USED FOR THIS PROJECT.
9. REFER TO THE SPECIFICATIONS AND DETAILS OF EQUIPMENT AND FINISHES FOR THE COMPLETE LIST OF MATERIALS AND FINISHES TO BE USED FOR THIS PROJECT.
10. REFER TO THE SPECIFICATIONS AND DETAILS OF EQUIPMENT AND FINISHES FOR THE COMPLETE LIST OF MATERIALS AND FINISHES TO BE USED FOR THIS PROJECT.



3000 WEST 10TH AVENUE  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.LCAARCHITECTS.COM

FREMONT HS MODERNIZATION & NEW CONSTRUCTION - INC #4



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/2024
2	ISSUED FOR CONSTRUCTION	10/15/2024
3	ISSUED FOR CONSTRUCTION	10/15/2024
4	ISSUED FOR CONSTRUCTION	10/15/2024
5	ISSUED FOR CONSTRUCTION	10/15/2024
6	ISSUED FOR CONSTRUCTION	10/15/2024
7	ISSUED FOR CONSTRUCTION	10/15/2024
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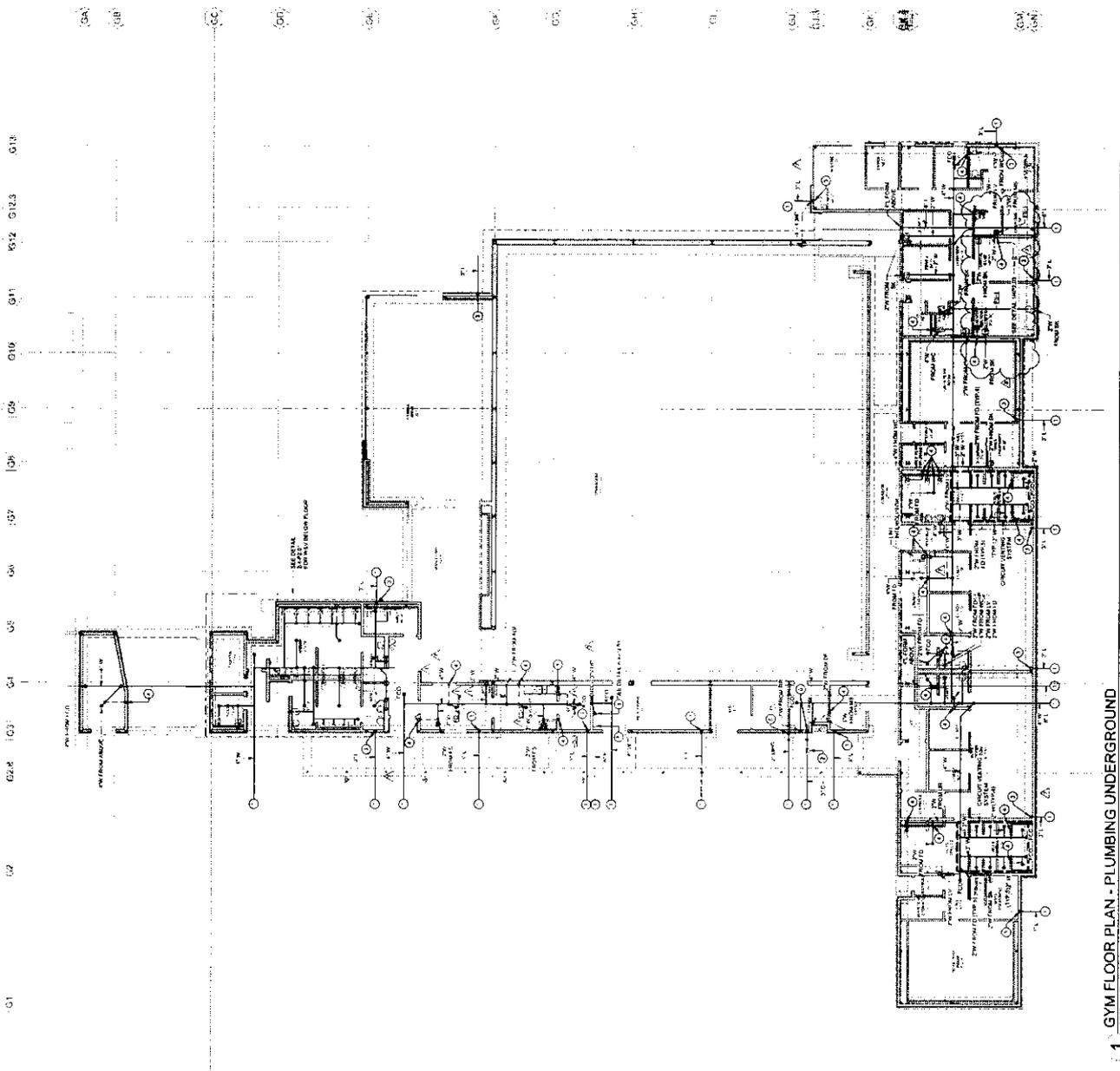
CASEWORK SCHEDULE

NO.	DESCRIPTION	DATE
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2	ISSUED FOR CONSTRUCTION	10/15/2024
3	ISSUED FOR CONSTRUCTION	10/15/2024
4	ISSUED FOR CONSTRUCTION	10/15/2024
5	ISSUED FOR CONSTRUCTION	10/15/2024
6	ISSUED FOR CONSTRUCTION	10/15/2024
7	ISSUED FOR CONSTRUCTION	10/15/2024
8	ISSUED FOR CONSTRUCTION	10/15/2024
9	ISSUED FOR CONSTRUCTION	10/15/2024
10	ISSUED FOR CONSTRUCTION	10/15/2024





- SHEET NOTES:**
- 1. CONSTRUCT AS SHOWN IN ALL VIEWS. VERIFY ALL CONDITIONS BEFORE CONSTRUCTION.
  - 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC).
  - 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE (CPC).
  - 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE (CEC).
  - 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL, PLUMBING & ELECTRICAL (MPE) CODE.
  - 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL, PLUMBING & ELECTRICAL (MPE) CODE.
  - 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL, PLUMBING & ELECTRICAL (MPE) CODE.



**1 - GYM FLOOR PLAN - PLUMBING UNDERGROUND**  
 1/8" = 1'-0"



PROJECT NO. 14-0000  
 DATE: 01/15/14  
 DRAWING NO. 4-P2.02



FRONTIER HOUSING ORGANIZATION & NEW CONSTRUCTION - NCPI  
 DRAWING NO. 4-P2.02  
 DATE: 01/15/14



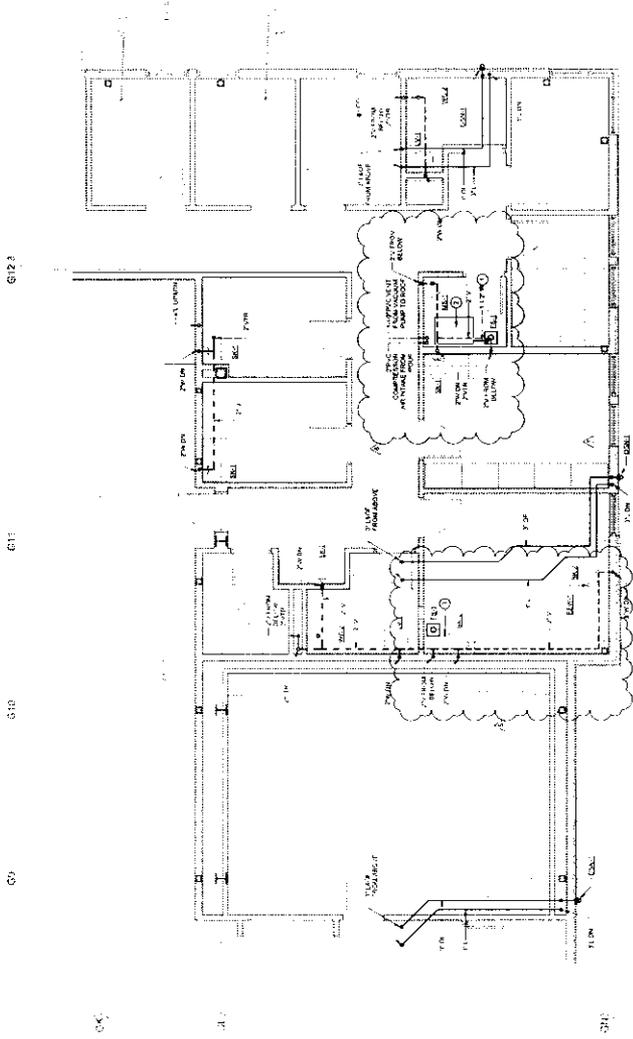
SCALE: 1/4" = 1'-0"  
 DATE: 01/15/14

ENLARGED COR PLANS - PLUMBING

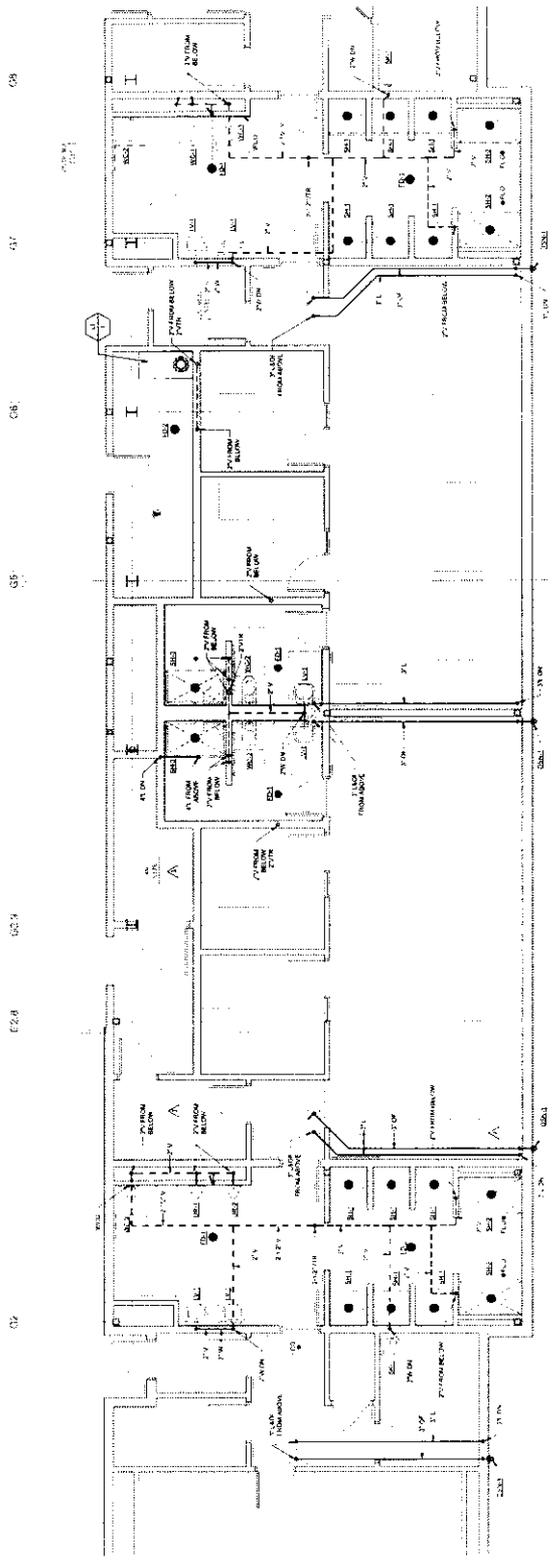
SCALE: 1/4" = 1'-0"  
 DATE: 01/15/14

**GENERAL NOTES**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2012 INTERNATIONAL PLUMBING CODE (IPC).  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL MECHANICAL CODE (IMC).  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL ELECTRICAL CODE (IEC).

**SHEET NOTES**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2012 INTERNATIONAL PLUMBING CODE (IPC).  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL MECHANICAL CODE (IMC).  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 INTERNATIONAL ELECTRICAL CODE (IEC).



1 - ENLARGED PLANS - W&V ABOVE FLOOR



2 - ENLARGED PLANS - W&V ABOVE FLOOR











1000 UNIVERSITY AVENUE, SUITE 100  
 BERKELEY, CA 94702  
 TEL: 415.841.1100  
 FAX: 415.841.1101  
 WWW.LCA-ARCHITECTS.COM



DEPARTMENT OF  
 ARCHITECTURE

FREMONT HIGH SCHOOL MODERNIZATION  
 & NEW CONSTRUCTION INCREMENT #4  
 PROJECT NO. 1402



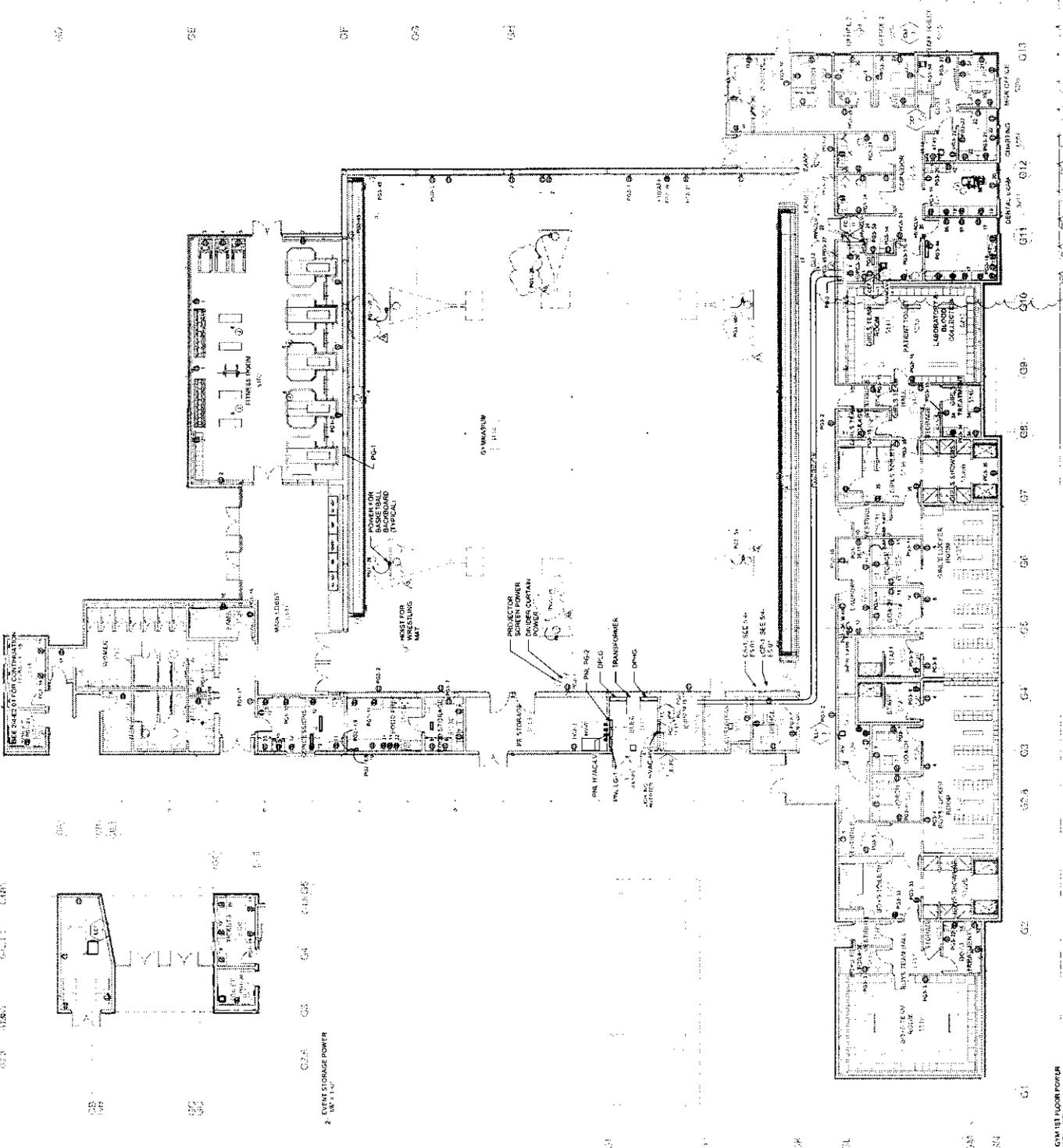
DATE: 08/11/11  
 SCALE: 1/8" = 1'-0"

REVISIONS  
 NO. DATE DESCRIPTION  
 1 08/11/11 ISSUED FOR PERMIT

FIRST FLOOR  
 POWER

PROJECT NO. 1402  
 4-E2.01

GENERAL NOTES	
A	COORDINATE TO AS-BUILT REQUIREMENTS TO MATCH CONCESSIONS PRIOR TO RING-IN
B	INSTALL SENSOR AT FLOOR-WTO
C	SEE HASLER FOR ABOUT REQUIREMENTS BETWEEN AVAILABILITY AND TERMINAL DEVICES
SHEET NOTES	
1	CONDUIT SHALL BE 1/2" RIGID PVC FOR USE WITH 1/2" RIGID PVC CONDUIT WITH ARCHITECTURAL FINISHING
2	DOUBLE RECEPTACLE FOR AUDIO/VIDEO/IR/III DEVICE MOUNT ON CENTERLINE AT 1/2" OFFSET FROM CENTERLINE WITH ARCHITECTURAL FINISHING
3	NOTORIZED SHADES
4	INDICATED WITH 1/2" RIGID PVC CONDUIT AT FACE OF WALL-CERS. COORDINATE REQUIREMENTS WITH DRAWING 4-E2.01



**GENERAL NOTES**

A. ALL LOW VOLTAGE WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.

B. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.

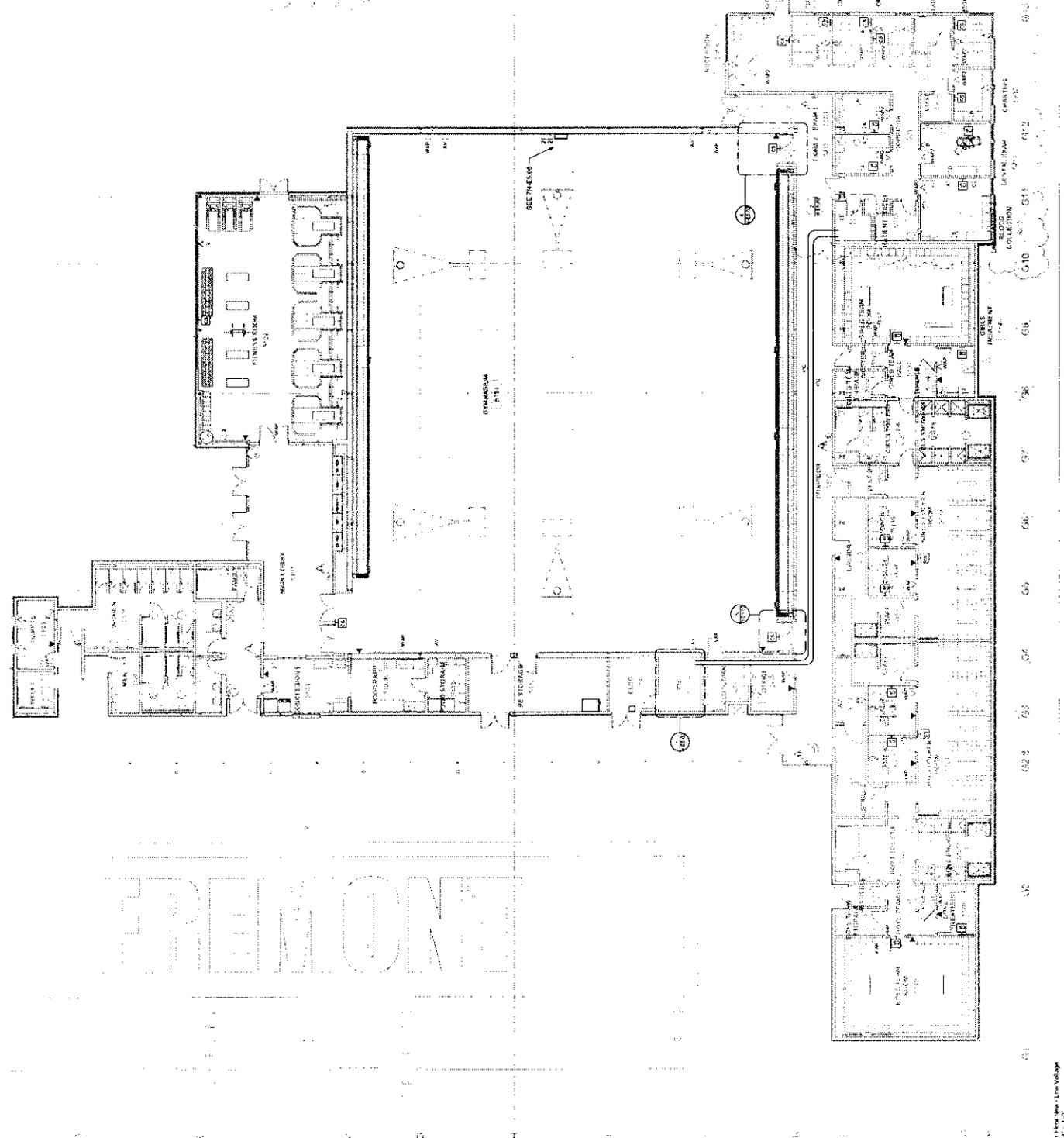
C. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.

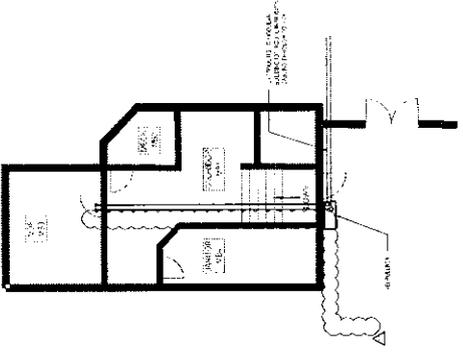
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E. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.

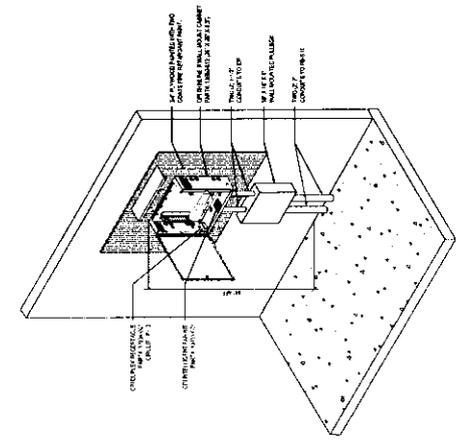
**WELLNESS CENTER DATA SYMBOL LEGEND**

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 B. 2 DATA  
 C. 1 WOOD 2 DATA  
 D. 1 WOOD 2 DATA  
 E. 1 WOOD 2 DATA

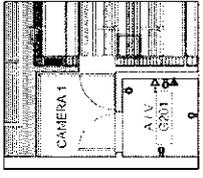




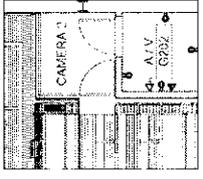
4 MDF CONDUIT ROUTING DETAIL



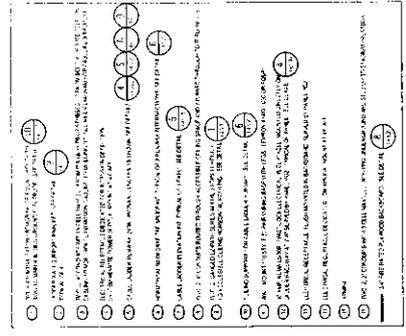
5 STADIUM PRESS BOX IDF - WALL LAYOUT



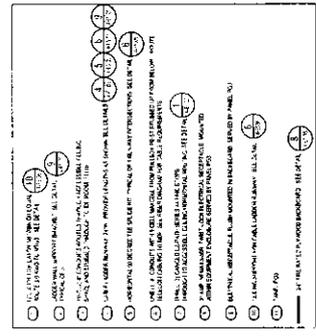
7 GYMN HIGH BLEACHERS - NORTH



8 GYMN HIGH BLEACHERS - SOUTH



1 ENLARGED TELECOM ROOM - IDF 5111B



1 ENLARGED TELECOM ROOM - IDF IT ROOM 5214



# SECTION 22 60 00 SPECIAL PIPING SYSTEMS

## PART 1 – GENERAL

### 1.01 DESCRIPTION

- A. Provide complete rough-in and final connections for an operative system for the following services:
  - 1. Medical Compressed Air
  - 2. Medical Vacuum

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 220529: Support and Anchors
- B. Section 220523: Valves
- C. Section 221123: Plumbing Pumps
- D. Section 220548: Noise, Vibration and Seismic Control
- E. Section 223000: Plumbing Systems

### 1.03 QUALITY ASSURANCE

- A. Applicator (Erector) Qualifications:
  - 1. All work shall be performed only by qualified, competent technicians who possess a brazing certificate issued by an organization/institution that uses brazing standards recognized by the American Welding Society (AWS), and who are experienced in making such installations of medical gases, medical compressed air.
- B. Requirements of Regulatory Agencies:
  - 1. Work shall conform to requirements of NFPA 99, Chapter 4 as well as any applicable State and local codes.
  - 2. Persons performing brazing shall possess a current brazing certificate issued by an organization/ institution that uses brazing standards recognized by the American Welding Society (AWS).
- C. Reference Standards:
  - 1. CCR - California Code of Regulations, Title 24.
    - a. Part 2, Chapter 2-10E, Health Facilities.
    - b. Part 4, California Mechanical Code.
    - c. Part 5, California Plumbing Code.
  - 2. CGA - Compressed Gas Association, Pamphlet G-4.1, Cleaning Equipment for Oxygen Service.
  - 3. NFPA - National Fire Protection Association.
    - a. 2005 NFPA 99 - Health Care Facilities, Chapter 4.
    - b. ANSI - American National Standards Institute.
    - c. B16.22 - "Solder-Joint Fittings, Pressure, Copper Alloy".
  - 4. ANSI/AWS - B5.8 Specification for Brazing Filler Metal.
  - 5. UL - Underwriter's Laboratories, Inc.

## 1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's catalog sheets, diagrams, standard schematic drawings, and installation instructions for all manufactured or shop fabricated items.
- B. Certificates: Submit Test Certificates.
- C. Maintenance Data: Submit instructions.
- D. Submit for approval the name, qualifications and experience of the person/entity (independent from the installers) who will test the medical gas systems. The qualified person or testing entity shall be approved by the engineer of record.

## PART 2 – PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Equipment:
  - 1. Vacuum Pump (owner furnished): Air Techniques Mojave LT3.
  - 2. Compressor (owner furnished): Air Techniques AirStar AS12.

### 2.02 MATERIALS

- A. Piping Materials:
  - 1. Piping shall be seamless Type K or L (ASTM B88) copper tubing, seamless ACR (ASTM B280) copper tubing for compressed air and PVC schedule 40 for vacuum system piping. Fittings shall be wrought copper, brass or bronze, suitable for brazed connections for compressed air and PVC schedule 80 for vacuum system.
  - 2. Brazing alloy, for all piping systems including vacuum, shall have a melting temperature in excess of 1000 degrees F. and shall comply with ANSI/AWS A5.8.
  - 3. Underground Conduit: Place copper gas pipe in Schedule 80 PVC outer pipe with solvent welded fittings. Provide spacers to center where pipe

## PART 3 – EXECUTION

### 3.01 INSTALLATION

- A. Medical Compressed Air, and Vacuum Systems:
  - 1. All copper pipe, tubing, valves and fittings shall be reamed, sized, and precleaned.
  - 2. All joints in the piping, including the medical vacuum system, and excepting those at equipment requiring screwed connections, shall be made with silver brazing alloy or similar high melting point (at least 1000 degrees F) brazing metal. All brazed joints shall be made in accordance with NFPA 99, Chapter 4, paragraph 4-4.1.4.2.
  - 3. Nitrogen Purge: During brazing of the pipe connections, the interior of the pipe shall be purged continuously with dry nitrogen. Use a flow meter and regulator to control flow rates.
  - 4. Threaded joints in piping systems shall be made in accordance NFPA 99, Chapter 4, paragraph 4-4.1.4.3.
  - 5. All piping shall be supported with pipe straps or hangers at appropriate intervals and NOT supported by other piping.
  - 6. Buried piping shall be adequately protected against frost, corrosion, and physical damage.

7. All pipe and tubing shall be labeled and painted to indicate its gas content. Labeling shall be done on a daily basis and shall not be left to be done at a later date. Painting may follow at a later date. Labeling shall appear on the piping at intervals of not more than 20 feet and at least once in each room and each story traversed by the piping system. Where supplementary color identification of piping is used, it shall be in accordance with the gases and colors indicated in CGA Pamphlet C-9.
8. Piping exposed to physical damage shall be adequately protected.
9. Do not install pipelines near high-voltage power lines.

### 3.02 FIELD QUALITY CONTROLS

#### A. Testing:

1. After installation of the piping and valves, but before installation of the service outlets, alarm actuating switches and gauges, the line shall be blown clear by means of oil-free, dry air or nitrogen.
2. After installation of the rough-in portion of service outlets and area line pressure alarms, but before closing of the walls, each section of the piping system shall be subjected to a test pressure of one and one-half (1-1/2) times the maximum working pressure, but not less than 150 psig, with oil-free, dry air or nitrogen. This test pressure shall be maintained until each joint has been examined for leakage by means of soapy water or other effective means of leak detection safe for use with oxygen. All leaks shall be repaired and the section retested.
3. After completing the testing of each individual piping system, all of the medical gas systems shall be subjected to a 24-hour standing pressure test at one and one-half (1-1/2) times the maximum working pressure, but not less than 150 psig. The test gas shall be oil-free, dry air or nitrogen. The main line shut-off valve shall be closed during the test.
4. After completion of the above test procedure, the finishing assemblies of station outlets, alarms, and all components (e.g. pressure switches, gauges, relief valves, etc.) shall be installed and all medical gas piping systems shall be subjected to a 24-hour standing pressure test at 20-percent above the normal operating line pressure. The main line shut-off valve shall be closed during this test. Leaks, if any, shall be located, repaired and the system retested.

#### B. Certification:

1. A qualified person or testing/certification entity for the medical gas system shall be selected by the governing board or authority of the health facility and approved by the Engineer of Record.
2. Upon installation of the complete medical gas system, a service organization thoroughly familiar with and regularly engaged in the testing of such systems shall test the entire piping system in accordance with NFPA 99. The Medical Gas Alarm System shall also be tested in accordance with NFPA 99.
3. A document of certification shall be submitted to the Architect. The document of certification shall include the following:
  - a. That the system is free of cross-connections.
  - b. That all system components perform to the design specifications.
  - c. That all system components, air and alarm systems have been adjusted in accordance with the manufacturer's recommendation.
  - d. That the concentration of oxygen delivered at each outlet designed for oxygen, medical air, and/or mixed gases containing oxygen is as prescribed.

### END OF SECTION



ADDITIONAL SERVICE REQUEST

15

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 13, 2018
OWNER: Oakland Unified School District - Attn: Huy Hoang

WORK: Building B Envelope (New Plaster and Sun Shades)

SCOPE OF SERVICES:

OUSD provided direction to the design team to proceed with work on replacing the exterior plaster on building B (email from Huy on 8/2/19) and providing new exterior sunshades in lieu of salvaging and repainting the existing perforated steel panels (email from Huy on 6/18/19).

Cahill provided cost estimates for this new scope totaling \$590,000 (\$165,000 for the sun shades and 425,000 for the plaster replacement). Design fees are based on 9% of the construction budget in accordance with Article 6 of the Agreement for Architectural Services dated April 13, 2016.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

Table with 2 columns: Service Provider and Fee. Rows include LCA Architects (\$38,100.00), KPW Structural Engineers (\$15,000.00), and Total (fixed fee) (\$53,100.00).

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,

Handwritten signature of Carl Campos, CEO of LCA Architects, dated 9/13/19.

Carl Campos, CEO
LCA Architects

9/13/19
DATE

DISTRICT REPRESENTATIVE
Authorization of Additional Services indicated
DATE

ATTACHMENTS

- Exhibit A - 2019 Hourly Fee Schedule (1 page)
Exhibit B - Consultant Proposals - KPW Structural Engineers (1 page)
Exhibit C - Cahill Cost Estimates (2 pages)
Exhibit D - Bulletin 3-006 and 3-006.1Plaster Replacement, and CCD 3-001 Sunshades (98 pages)



Exhibit A – 2019 HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principol</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifcotions Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administrotion/Research/Presentotians</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation</i> – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video “fly-by’s,” walkthrough’s, and other simulations.	\$170.00/hr.
<i>Expert Witness</i> – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area)</i> **as adjusted by IRS guidelines	0.58/mile**
<i>Copies, prints, CADD plats, photography, preparing and compiling .pdf sets, scanning, colored print maunting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.</i>	

\* Effective 01/01/2019. Subject to change quarterly.



September 13, 2019

Mr. Joel Williams  
LCA Architects  
590 Ygnacio Valley Road, Suite 310  
Walnut Creek, CA 94596

Project: Fremont HS Modernization ASR#1 – Inc. 3 Sunshades, Dry rot repair, Inc. 4 Mockup  
4610 Foothill Blvd, Oakland, CA 94601  
KPW Proposal No. 19P563  
KPW Project No. 19C172

Subject: Add Service Request for Additional Structural Engineering Services

Dear Joel,

This add service request is based the additional scope of work that was already or will be performed by KPW for Increment 3 and Increment 4 of the campus modernization project. Increment 3 additional scope includes the design of new sunshades and dry-rot repair evaluation/design of existing glulam beams. Increment 4 additional scope includes developing a BIM model and drawings for the exterior wall and steel frame mockup for the corner of the gym. Increment 3 scope was or will be documented in a CCD for DSA approval.

The following scope of work is included:

1. Inc 3 – Design new sunshades, issue CCD, respond to DSA review comments.
2. Inc 3 – Evaluate existing GLB dry rot, design repairs for beams, issue CCD, respond to DSA review comments
3. ~~Inc 4 – Issue Revit model and drawing for mockup at gym corner.~~

We propose to provide the above structural engineering services for the following lump-sum fees:

ASR#1 – Inc 3 New Sunshades	\$10,000
ASR#1 – Inc 3 Dry Rot Repair	\$5,000
<del>ASR#1 – Inc 4 Mock-Up</del>	<del>\$2,500</del>
<b>Total Lump-Sum Fee:</b>	<b>\$17,500</b>

We will bill per the terms noted in the original proposal. We hope you find this proposal acceptable. If the fees and terms provided herein are acceptable, this letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We look forward to hearing from you soon.

Very truly yours,

Accepted,

KPW Structural Engineers, Inc.

LCA Architects

  
Pardeep Khutti, SE  
Principal

By: \_\_\_\_\_

Date: \_\_\_\_\_



**CAHILL / FOCON**  
 JOINT VENTURE  
 STATE CONTRACTORS LIC # 1035872

**EXHIBIT C**

**OUSD Fremont High School - Increment #3**  
 REPLACE EXTERIOR ENVELOPE ROM

**Owner:** Oakland Unified School District  
**Architect:** LCA Architects

Date: 7/19/19

Line Item Description		Remarks
02-4000 Selective Demolition and Abatement	\$33,235	Silverado quote
06-1010 Rough Carpentry	\$38,044	Plywood sheathing
07-6000 Sheet Metal, Flashing, Louvers and Exp Jts	\$14,000	Allowance
09-2400 Exterior Plaster	\$304,350	Hartley bid at \$326k. Includes (1) layer of Tyvek+Paper+Lath & Plaster
09-9000 Painting	\$0	Include in base scope
01-5450 Scaffold	\$0	Included in base scope
<b>SUBTOTAL</b>	<b>\$389,629</b>	
SDI 1.50%	\$5,844	
Oakland City Tax 0.18%	\$712	
Liability Insurance 1.40%	\$5,547	
Contractor's Fee 5.00%	\$20,087	
G.C. Bond 0.62%	\$2,615	
<b>GRAND TOTAL</b>	<b>\$424,433</b>	

**From:** Katie McLelland <kmclelland@cahill-sf.com>  
**Sent:** Monday, June 10, 2019 12:17 PM  
**To:** Joel Williams; Nick Misakian  
**Cc:** Huy Hoang; Brent Randall; Frank Musolino  
**Subject:** RE: 14019 Fremont HS | Bldg B Sunshades

Hi Joel & Huy,  
We received a ROM of \$165k for the new sunshade design.

-Katie

**From:** Joel Williams <[jwilliams@lca-architects.com](mailto:jwilliams@lca-architects.com)>  
**Sent:** Saturday, May 25, 2019 1:31 PM  
**To:** Nick Misakian <[nmisakian@cahill-sf.com](mailto:nmisakian@cahill-sf.com)>  
**Cc:** Huy Hoang <[huy.hoang@ousd.org](mailto:huy.hoang@ousd.org)>; Brent Randall <[brandall@lca-architects.com](mailto:brandall@lca-architects.com)>; Katie McLelland <[kmclelland@cahill-sf.com](mailto:kmclelland@cahill-sf.com)>; Frank Musolino <[fmusolino@cahill-sf.com](mailto:fmusolino@cahill-sf.com)>  
**Subject:** Re: 14019 Fremont HS | Bldg B Sunshades

Here's the McNichols product I was thinking of:

<https://www.mcnichols.com/perforated-metal/round-hole/aluminum-al-17143813>

Sent from my phone with two left thumbs

On May 25, 2019, at 11:03 AM, Nick Misakian <[nmisakian@cahill-sf.com](mailto:nmisakian@cahill-sf.com)> wrote:

Hi Joel,

Cool idea to fold the panels. Do you have a cut sheet of the perforated aluminum your thinking of using?

I'll run this through our steel sub for review and cost and take a deeper look next week. I'll also check with BOK Modern to get a cost comparison.

Nick Misakian  
Sr. Project Manager  
Cell: (415) 328-5321

---

**From:** Joel Williams <[jwilliams@lca-architects.com](mailto:jwilliams@lca-architects.com)>  
**Sent:** Friday, May 24, 2019 5:33 PM  
**To:** Huy Hoang; Nick Misakian  
**Cc:** Brent Randall  
**Subject:** 14019 Fremont HS | Bldg B Sunshades

Huy and Nick,



# EXHIBIT D

DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: August 27, 2019

## Bulletin 3-006

Project: **Fremont High School Modernization & New Construction  
Increment #3**  
4610 Foothill Blvd., Oakland Ca. 94601

Owner: **Oakland Unified School District**

### DISTRIBUTION

<u>  X  </u>	Owner
<u>  X  </u>	Contractor
<u>  X  </u>	Inspector
<u>      </u>	DSA

### THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

### ACTION

- You are authorized to proceed with this work at no increase in price.
- X   The District has authorized you to proceed with this work.
- X   Submit your cost for revised work.
- Submit your credit for revised work.**
- You are not authorized to proceed with this work until DSA approval.

### DESCRIPTION

Summary: This bulletin includes sheets documenting the direction to replace the plaster on the building, including new and revised details related to waterproofing of the new plaster installation as well as revisions to window sill elevations to create uniformity for all window sills.

### ATTACHMENTS

- Sheets 3-A2.02, 3-A3.04, 3-A5.13, 3-A5.15, 3-A5.16, 3-A6.05.

BY: **Joel Williams**

8/27/19







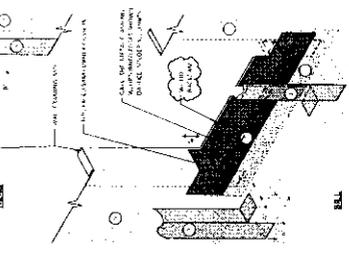
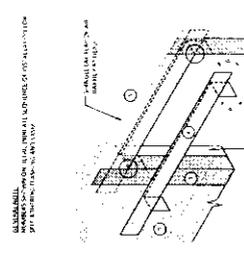




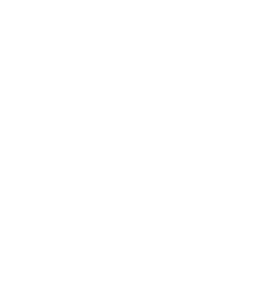
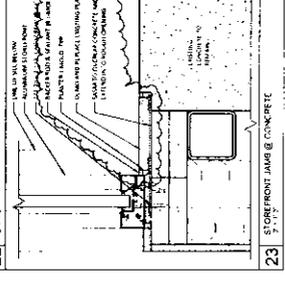
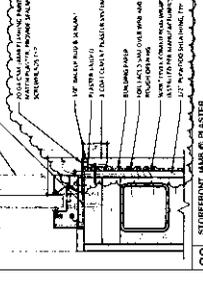
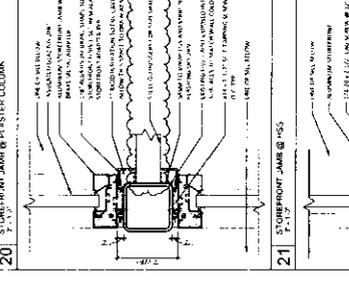
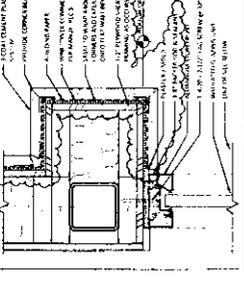
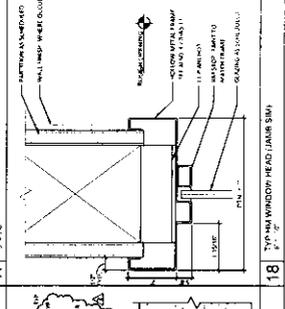
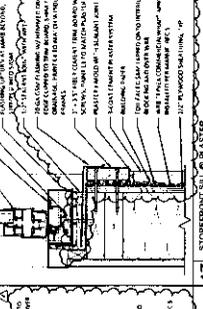
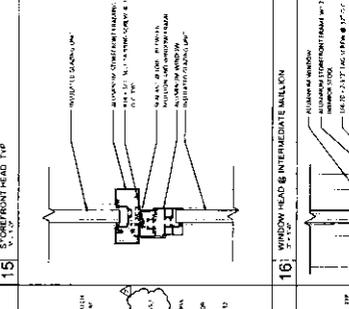
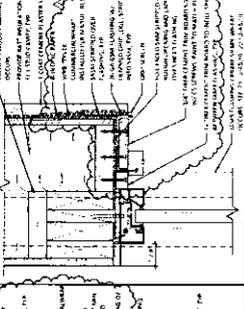
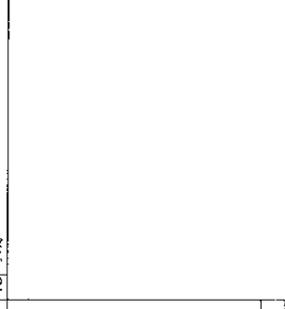
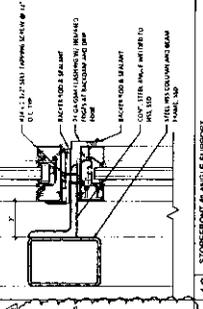
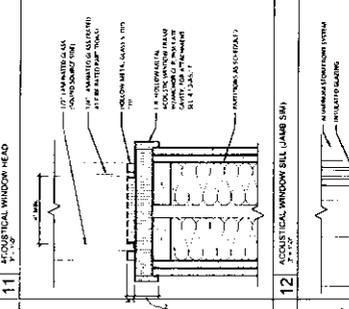
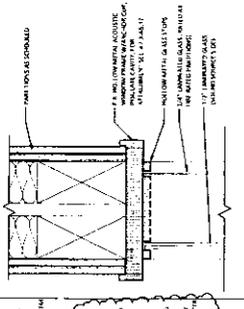
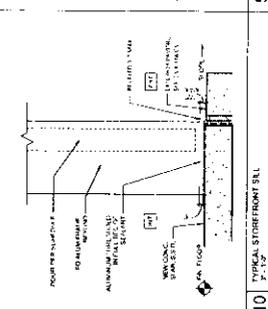
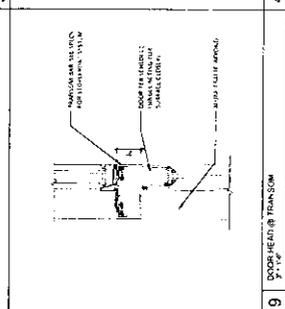
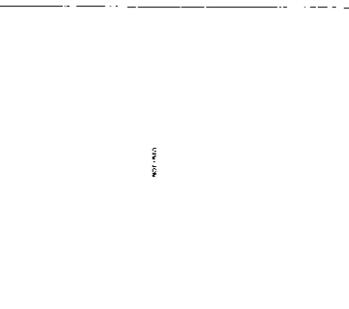
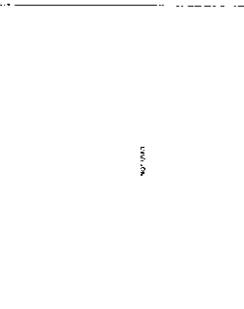
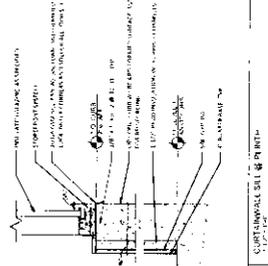
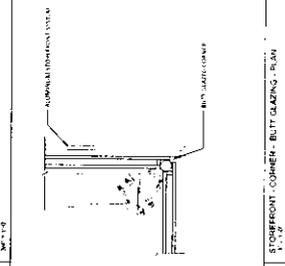
DATE: 11/15/17  
 PROJECT NO: 17-001  
 SHEET NO: 3-A5.16

**WINDOW DETAILS**

SCALE: 1/4" = 1'-0"  
 DATE: 11/15/17  
 REVISIONS:  
 PROJECT NO: 17-001  
 SHEET NO: 3-A5.16



- CALLOUTS:**
1. CONTIGUOUS ALUMINUM SHIP JOINTS TO EXISTING WINDOW FRAME.
  2. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  3. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  4. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  5. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  6. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  7. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  8. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  9. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  10. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  11. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  12. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  13. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  14. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  15. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  16. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  17. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  18. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  19. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  20. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  21. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  22. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.
  23. 1/2" ALUMINUM ANGLE TO EXISTING WINDOW FRAME.





1100 J. AMBERLYN DRIVE  
 SUITE 100  
 1000 UNIVERSITY AVENUE  
 SUITE 100  
 1000 UNIVERSITY AVENUE  
 SUITE 100  
 1000 UNIVERSITY AVENUE  
 SUITE 100

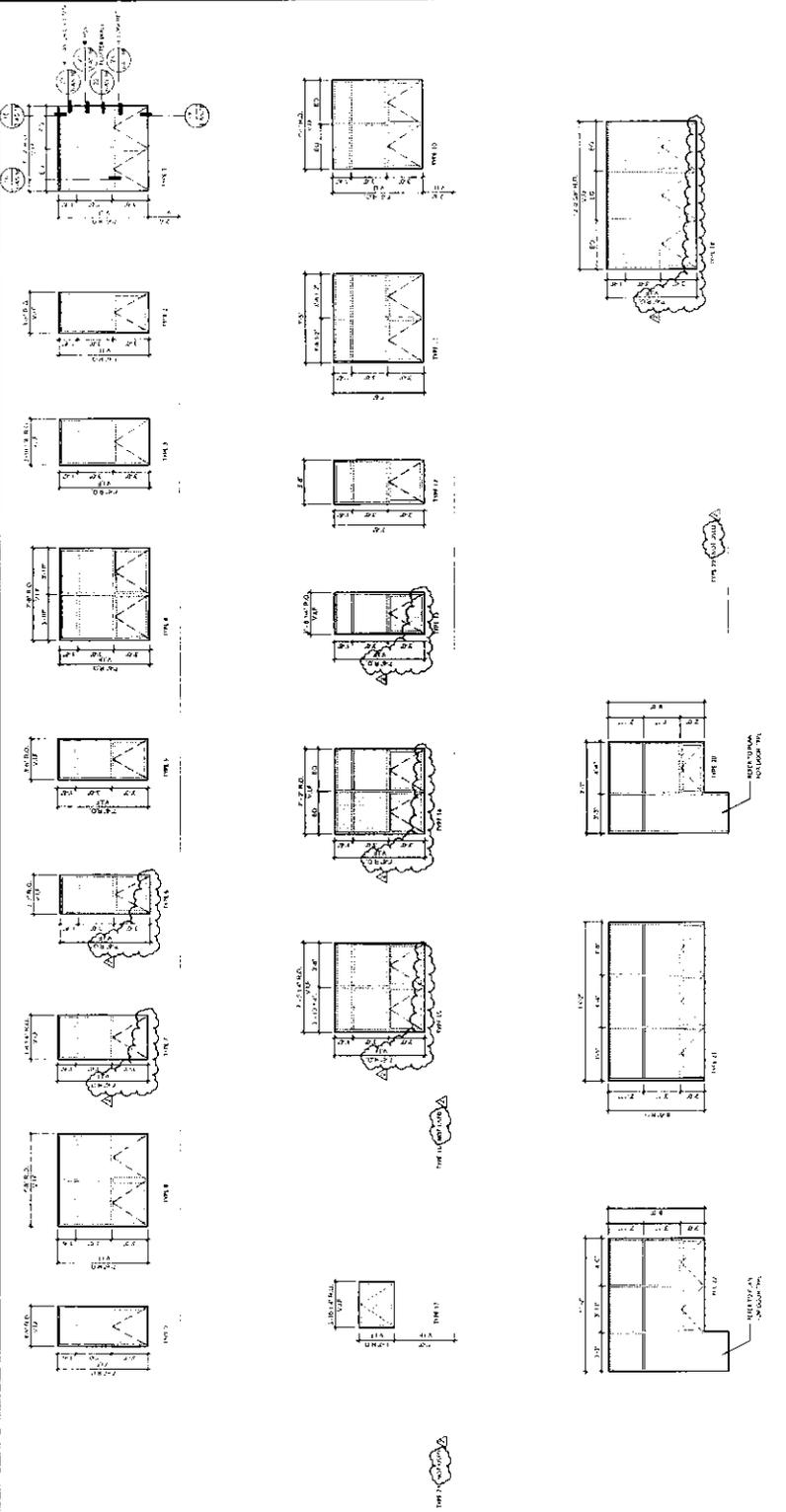


REMONT HIGH SCHOOL - MODERNIZATION &  
 NEW CONSTRUCTION - INCREMENT #3  
 BUILDING & MODERNIZATION  
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 1000 UNIVERSITY AVENUE  
 SUITE 100  
 1000 UNIVERSITY AVENUE  
 SUITE 100

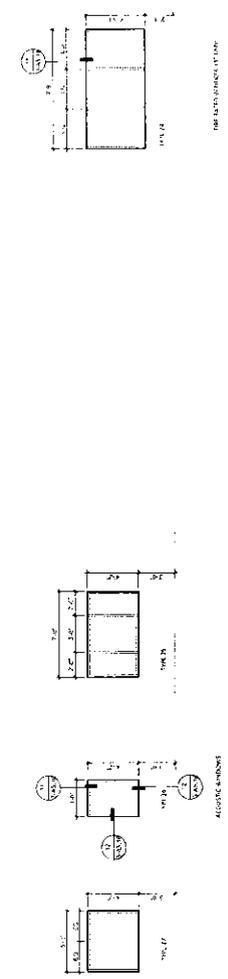


PROJECT NO.	3-A6.05	
DATE	11/11/11	
SCALE	AS SHOWN	
DATE	11/11/11	
REVISIONS		
NO.	DATE	DESCRIPTION
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3	11/11/11	ISSUED FOR PERMITTING
4	11/11/11	ISSUED FOR PERMITTING
5	11/11/11	ISSUED FOR PERMITTING
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98	11/11/11	ISSUED FOR PERMITTING
99	11/11/11	ISSUED FOR PERMITTING
100	11/11/11	ISSUED FOR PERMITTING

EXTERIOR WINDOWS - ALUMINUM STOREFRONT WITH OPERABLES AS SHOWN



INTERIOR WINDOWS - HOLLOW METAL FRAMES





DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: August 30, 2019

## Bulletin 3-006.1

Project: Fremont High School Modernization & New Construction  
Increment #3  
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

### DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

### THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

### ACTION

- You are authorized to proceed with this work at no increase in price.
- The District has authorized you to proceed with this work.
- Submit your cost for revised work.
- Submit your credit for revised work.
- You are not authorized to proceed with this work until DSA approval.

### DESCRIPTION

Summary: This bulletin includes sheets documenting the direction to replace the plaster on the building, including new and revised details related to waterproofing of the new plaster installation as well as revisions to window sill elevations to create uniformity for all window sills.

**3-006.1 adds Sheet 3-A2.01 and identifies control joints on both elevation sheets. The other sheets are unchanged.**

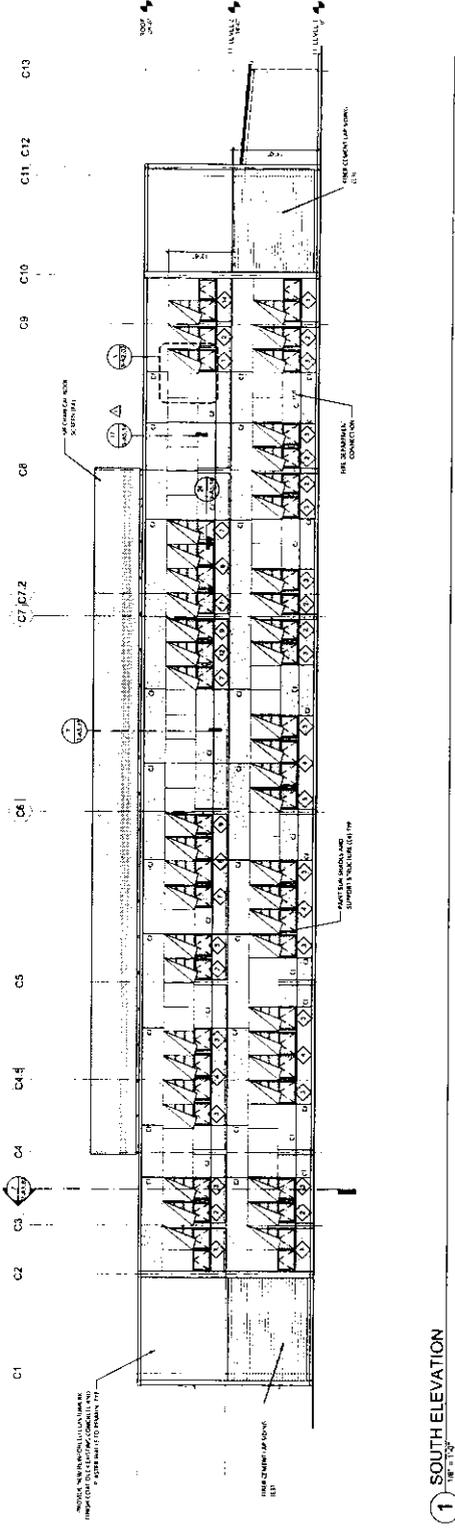
### ATTACHMENTS

- Sheets 3-A2.01, 3-A2.02

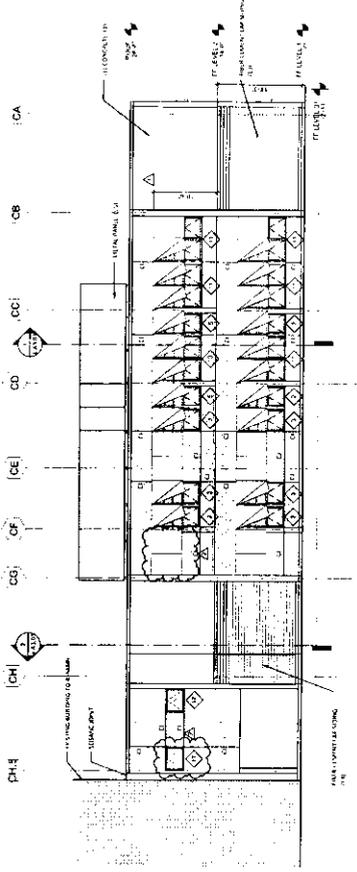
BY: Joel Williams

8/30/19

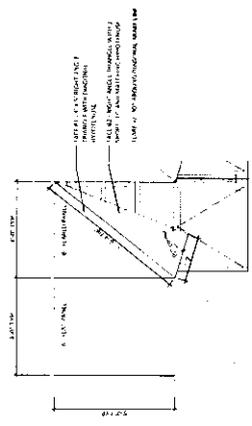




**1 SOUTH ELEVATION**  
 1/8" = 1'-0"



**2 WEST ELEVATION**  
 1/8" = 1'-0"



**3 ENLARGED ELEVATION - SUNSHADE**  
 1/2" = 1'-0"



140

# APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oakland Unified School District	DSA File #: 1 - h8
Project Name/School: Fremont High School Modernization - Increment 3	DSA App. #: 01 - 116833

### APPLICANT

CCD Cat.  A /  B, #: 3-001 Date Submitted: 08/27/19 Attached Pages?:  No  Yes (87 pages)

For CCD Cat. B, this is a  voluntary submittal,  DSA required submittal (attach DSA notification requiring submission).

Firm Name: LCA Architects

Contact Name: Joel Williams

Email: jwilliams@lca-architects.com

Phone Number: (925) 944-2743

Address: 590 Ygnacio Valley Road, Suite 310

City: Walnut Creek

State: CA

Zip: 94596

A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.

For project currently under construction.

To obtain DSA approval of existing uncertified building(s).

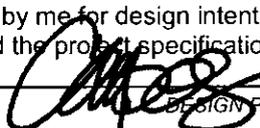
### DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Carl Campos

Professional License #: C-10482

Discipline: Architect

**Design Professional in General Responsible Charge Statement:** The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: 

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

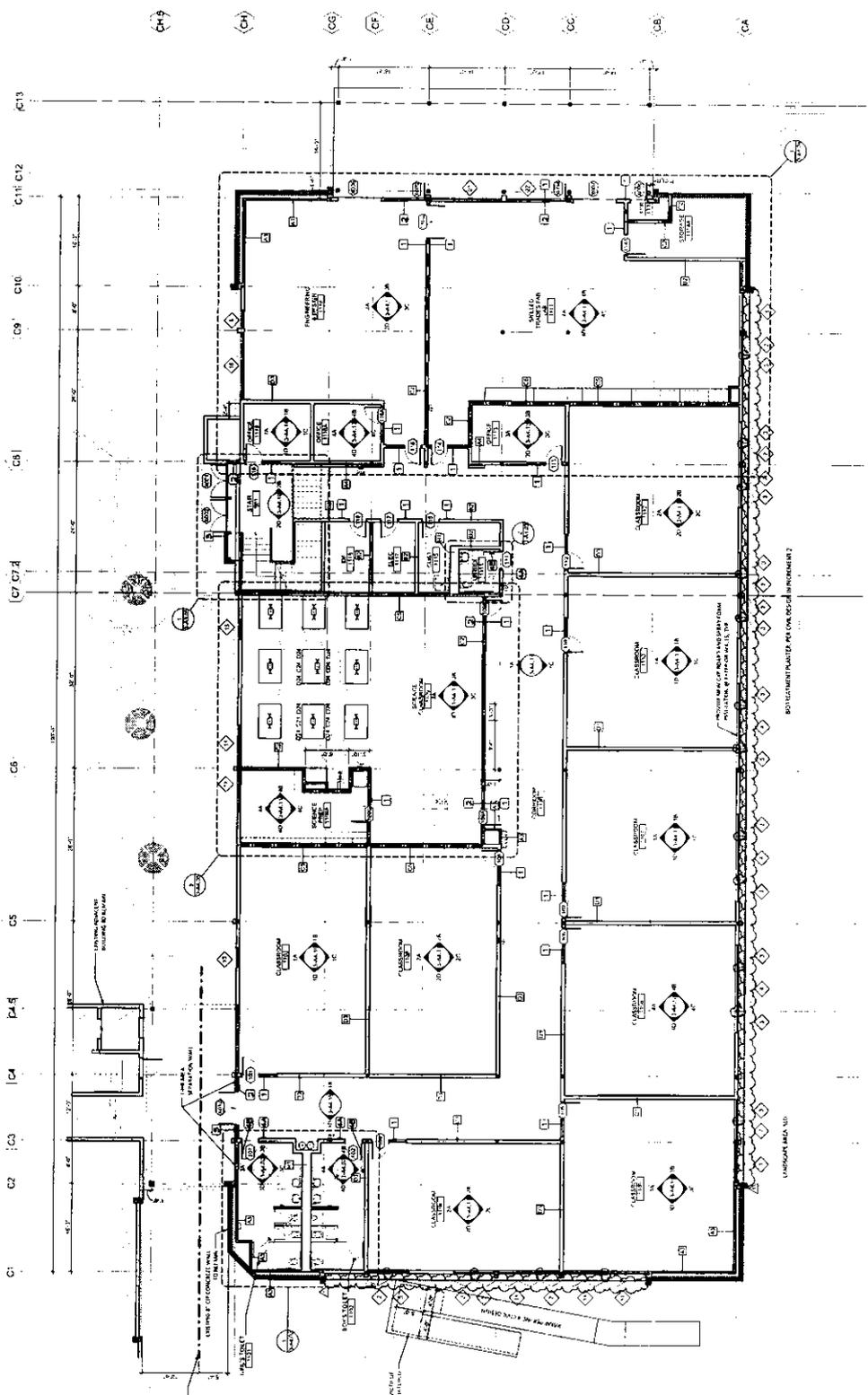
**CHECK THIS BOX:**  To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):

New steel outrigger frames to support perforated aluminum sunshades in place of existing steel mesh shades. Architectural and structural drawings and calcs are included for a coordinated package.

List of DSA approved drawings affected by this CCD: 3-A1.01, 3-A1.04, 3-A2.02, 3-A5.14, 3-S3.4, 3-S5.3, 3-S7.1, 3-S8.4

<b>DSA USE ONLY</b>		For business office use only Date Sent _____ Return By _____ Delivery Method _____	<b>DSA Stamp</b> 09/06/2019 (Route: KG -> JRL)
SSS _____ Date _____ Approved / Disapproved / Not Req'd	FLS <u>AW</u> Date <u>8/29/19</u> <input checked="" type="checkbox"/> Approved / Disapproved / Not Req'd		<b>APPROVED</b> DIV OF THE STATE ARCHITECT AC <u>KG</u> FLS <u>AW</u> SS <u>JRL</u> APPL NO. <u>01-116833</u> DATE <u>09/06/2019</u>
ACS <u>KG</u> Date <u>09/06/19</u> <input checked="" type="checkbox"/> Approved / Disapproved / Not Req'd	Remarks _____		



**1 FLOOR PLAN - LEVEL 1**

**FLOOR PLAN NOTES**

1. REFER TO SHEET 3-A1.02 FOR MECHANICAL ROOMS.
2. ALL WALLS TO BE CONCRETE ON GRADE.
3. REFER TO SHEET 3-A1.02 FOR ELECTRICAL ROOMS.
4. REFER TO SHEET 3-A1.02 FOR PLUMBING ROOMS.
5. REFER TO SHEET 3-A1.02 FOR MECHANICAL ROOMS.
6. REFER TO SHEET 3-A1.02 FOR ELECTRICAL ROOMS.
7. REFER TO SHEET 3-A1.02 FOR PLUMBING ROOMS.
8. REFER TO SHEET 3-A1.02 FOR MECHANICAL ROOMS.
9. REFER TO SHEET 3-A1.02 FOR ELECTRICAL ROOMS.
10. REFER TO SHEET 3-A1.02 FOR PLUMBING ROOMS.
11. REFER TO SHEET 3-A1.02 FOR MECHANICAL ROOMS.
12. REFER TO SHEET 3-A1.02 FOR ELECTRICAL ROOMS.
13. REFER TO SHEET 3-A1.02 FOR PLUMBING ROOMS.
14. REFER TO SHEET 3-A1.02 FOR MECHANICAL ROOMS.
15. REFER TO SHEET 3-A1.02 FOR ELECTRICAL ROOMS.
16. REFER TO SHEET 3-A1.02 FOR PLUMBING ROOMS.
17. REFER TO SHEET 3-A1.02 FOR MECHANICAL ROOMS.
18. REFER TO SHEET 3-A1.02 FOR ELECTRICAL ROOMS.
19. REFER TO SHEET 3-A1.02 FOR PLUMBING ROOMS.
20. REFER TO SHEET 3-A1.02 FOR MECHANICAL ROOMS.

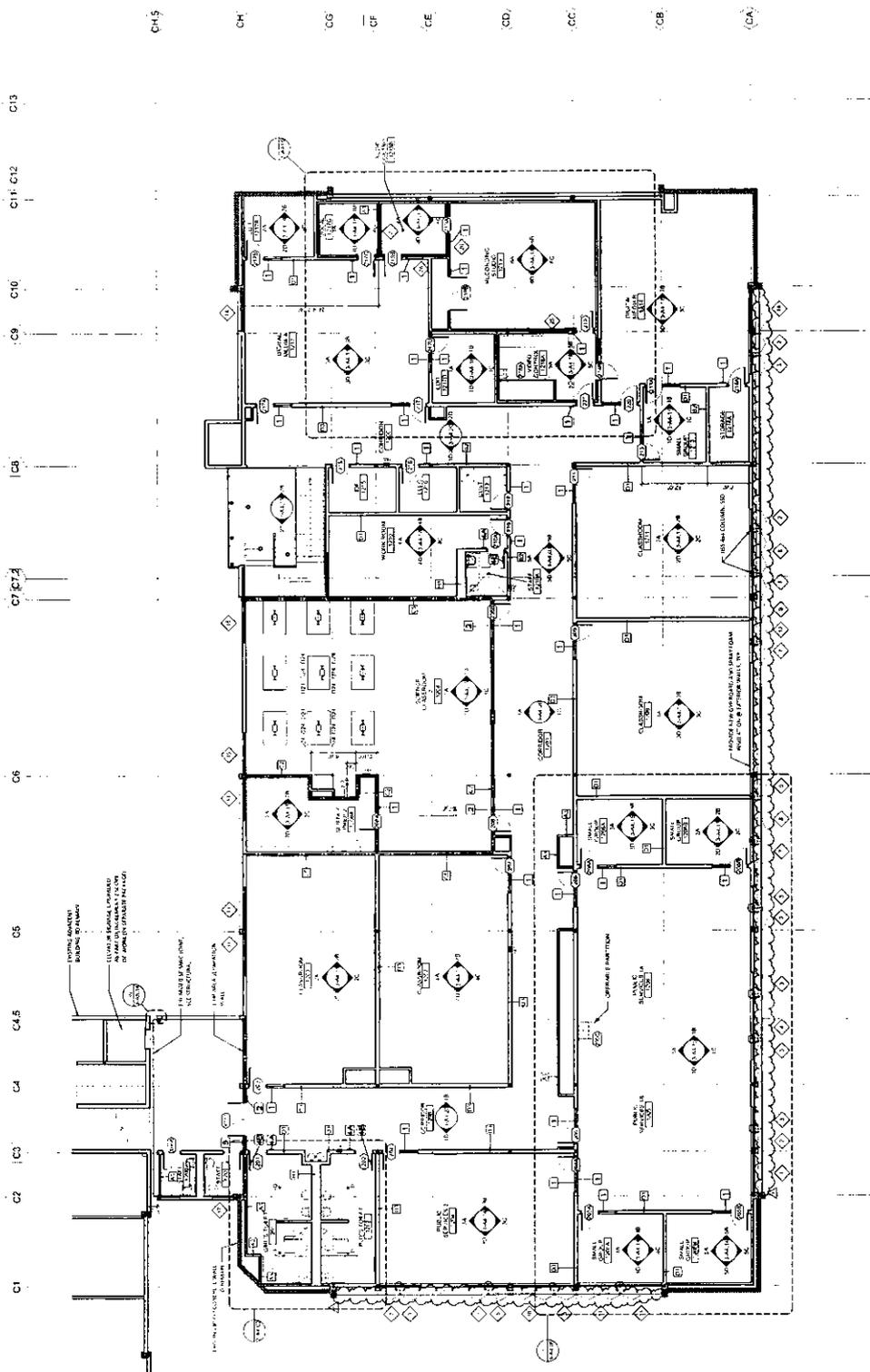
**LEGEND**

- 1. 1/8" = 1'-0" WALL LINE (SEE 3-A1.02 FOR MECHANICAL ROOMS)
- 2. 1/8" = 1'-0" WALL LINE (SEE 3-A1.02 FOR MECHANICAL ROOMS)



DATE: 08/14/2013	SCALE: AS SHOWN
DRAWN BY: J. ...	CHECKED BY: J. ...
DESIGNED BY: J. ...	APPROVED BY: J. ...

1. FLOOR PLAN - LEVEL 2



**1 FLOOR PLAN - LEVEL 2**

**FLOOR PLAN NOTES**

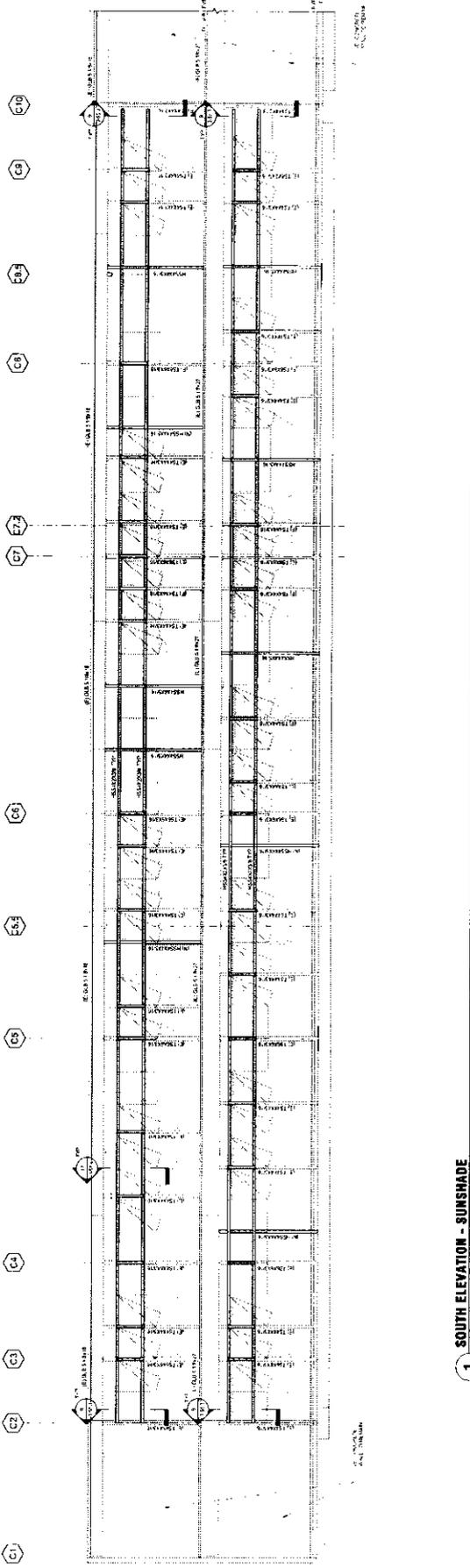
1. REFER TO ALL OTHER DRAWINGS FOR DIMENSIONS AND NOTES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
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**LEGEND**

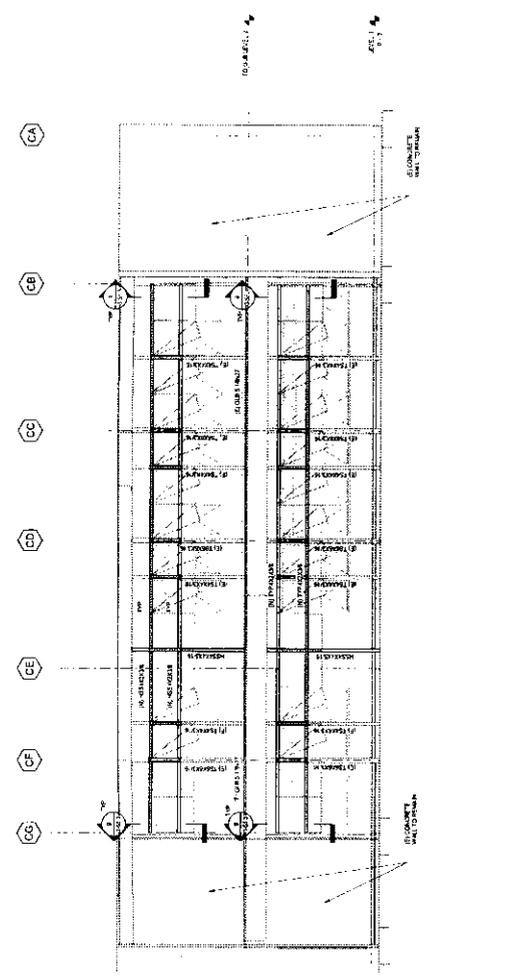
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- 10. ...



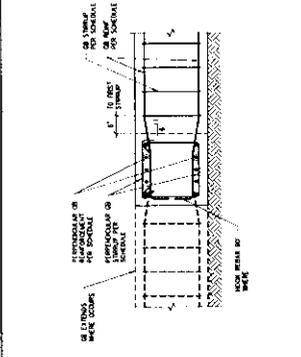




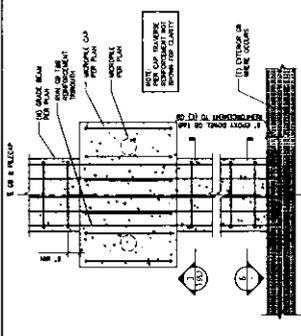
**1 SOUTH ELEVATION - SUNSHADE**  
 3/16/10



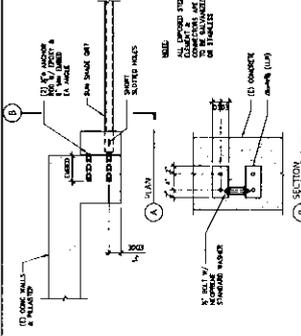
**2 WEST ELEVATION - SUNSHADE FRAMING**  
 3/16/10



1 CROSSING GRADE BEAM REINFORCING



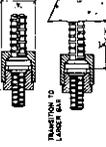
2 GRADE BEAM THRU MICROPILE CAP DETAIL



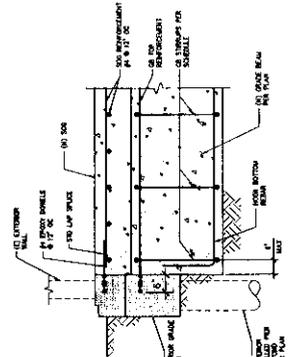
3 SUNSHADE TO (E) CONCRETE CONNECTION DETAIL

STIRRUP #3	SECTION (E)	A1	A2	A3	A4	A5	A6	A7	A8	A9	A10	A11	A12	A13	A14	A15	A16	A17	A18	A19	A20
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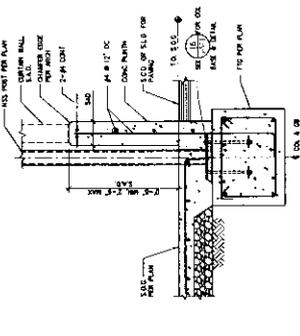
**NOTES:**  
 1. MECHANICAL COUPLER TO BE TYPICAL BY BRAND REINFORCEMENT COMPANY (MRC).  
 2. MECHANICAL COUPLERS ARE TO BE USED ONLY WHERE SPECIFICALLY NOTED OR OTHERWISE INDICATED.  
 3. MECHANICAL COUPLERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE REINFORCEMENT CONTRACT.  
 4. MECHANICAL COUPLERS SHALL BE INSTALLED IN ACCORDANCE WITH THE REINFORCEMENT CONTRACT AND THE REINFORCEMENT CONTRACT.  
 5. REPORT IN INSTRUCTIONS REINFORCEMENT CONTRACT, FOR REPORT SHALL BE SUBMITTED.



4 HRC MECHANICAL COUPLER



5 (N) GRADE BEAM TO (E) EXTERIOR GRADE BEAM



6 CONCRETE PLINTH AND MISS POST AT NORTH SIDE ENTRANCE

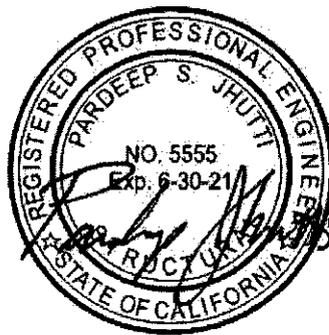




Structural Calculations  
CCD 3-001

*Fremont High School Increment 3  
Supplemental Calculations*

4610 Foothill Blvd  
Oakland, CA 94601



For  
LCA Architects  
590 Ygnacio Valley Road, Suite 310  
Walnut Creek, CA 94596

By  
KPW Structural Engineers, Inc.  
55 Harrison Street, Suite 550  
Oakland, CA 94607

**KPW**

STRUCTURAL ENGINEERS, INC.

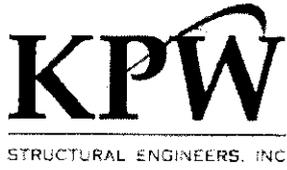
Date: 8/16/19  
KPW Project: 16C234



Fremont High School Building B: Classroom Building  
KPW Project No. 16C234

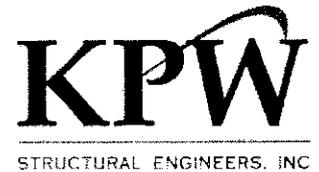
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(E) HSS Column Check .....	34
Connection Design .....	42



Fremont High School Building B: Classroom Building  
KPW Project No. 16C234

## A.1 Design Narrative



*Fremont High School – Building B: Classroom Building  
 KPW Project No. 16C234  
 Structural Design Narrative*

## **PROJECT DESCRIPTION**

This calculation package includes the structural framing and connection design of HSS steel members and a structural check of existing HSS steel members for an architectural sunshade located on the southern and western building B elevations between the first floor and roof.

## **DESIGN PROCEDURE**

### **Applicable Codes**

2016 California Building Code  
 AISC Steel Manual, 14<sup>th</sup> Edition  
 ASCE 7-10  
 AWC NDS 2018

## **MATERIALS FOR NEW CONSTRUCTION/RETROFIT**

### **Structural Steel:**

Angles:	ASTM A36, U.O.N.
Plates:	ASTM A36 typical; A572, Grade 50 where noted
HSS Rectangular:	ASTM A500, Grade B
Machine Bolts:	ASTM A307, Grade A
High Strength Bolts:	ASTM A325N

### **Wood:**

Beams, Posts: DF No.1  
 Studs: DF No.1  
 Plates, Blocking: DF No.1



Fremont High School Building B: Classroom Building  
KPW Project No. 16C234

## B.1 Sunshade Demands

For reference only, from original permit set, page A.3.1.



55 Harrison Street, Suite 550  
Oakland, CA 94607  
V. 510 208-3300  
F. 510 208-3303  
WWW.KPWSE.COM

PROJECT	OUSD Fremont HS		
JOB NO.	16C234		
BY	LLD	DATE	6/20/2018
SHEET NO.		OF	

### Design Criteria - Flat Load Table

#### Roof Loads

Description	Beams	Girders	Column	Lateral	Comments
Roofing	5.0	5.0	5.0	5.0	
1/2" plywood	2.5	2.5	2.5	2.5	
Insulation	1.0	1.0	1.0	1.0	
Ceiling	3.0	3.0	3.0	3.0	
2x10 joists	4.0	4.0	4.0	4.0	2x10 @ 12" oc
Partitions	-	-	-	5.0	
Girder Self Weight	-	4.0	4.0	4.0	5 1/8" GLB
Column	-	-	0.5	0.5	TS 5x5x3/8
MEP	5.0	5.0	5.0	5.0	Fire sprinklers, etc
Miscellaneous	2.0	2.0	2.0	2.0	
<b>Total DL (psf)</b>	<b>23.0</b>	<b>27.0</b>	<b>27.0</b>	<b>32.0</b>	
<b>Total LL Typical (psf)</b>	<b>20.0</b>	<b>20.0</b>	<b>20.0</b>	<b>-</b>	
<b>Total Load (psf)</b>	<b>43.0</b>	<b>47.0</b>	<b>47.0</b>	<b>32.0</b>	

#### 2nd Floor Loads

Description	Beams	Girders	Column	Lateral	Comments
Flooring	15.0	15.0	15.0	15.0	1.5" LWC
3/4" plywood	3.0	3.0	3.0	3.0	
Ceiling	3.0	3.0	3.0	3.0	
Joists	4.0	4.0	4.0	4.0	2x12 at 16" oc
Girder Self Weight	-	6.0	6.0	6.0	6 3/4" GLB Typ
Column	-	-	1.0	1.0	TS 6x6x3/8
MEP	3.0	3.0	3.0	3.0	Fire sprinklers, etc
Partitions	-	-	-	10.0	
Miscellaneous	2.0	2.0	2.0	2.0	
<b>Total DL (psf)</b>	<b>30.0</b>	<b>36.0</b>	<b>37.0</b>	<b>47.0</b>	
<b>Total LL Typical (psf)</b>	<b>65.0</b>	<b>65.0</b>	<b>65.0</b>	<b>-</b>	<b>Includes 15 psf partition live load</b>
<b>Total Load (psf)</b>	<b>95.0</b>	<b>101.0</b>	<b>102.0</b>	<b>47.0</b>	

#### ( E ) Concrete Wall

Description	Gravity	Lateral	Comments
8" Walls	100.0	100.0	3000 psi NW concrete

## ASCE 7-10 C+C Wind Loading For Sunshade Structural Steel

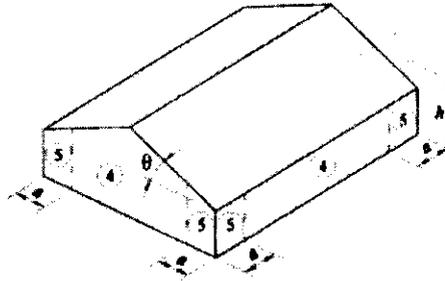
<b>WIND LOADING ANALYSIS - Wall Components and Cladding</b>			
Per ASCE 7-10 Code for Buildings of Any Height			
Using Part 1 & 3: Analytical Procedure (Section 30.4 & 30.6)			
Job Name:	Fremont HS	Subject:	Sun Shade Design - Framing
Job Number:	16C234.00	Originator:	AJD
		Checker:	
<b>Input Data:</b>			
Wind Speed, V =	115	mph (Wind Map, Figure 26.5-1A-C)	
Bldg. Classification =	III	(Table 1.5-1 Risk Category)	
Exposure Category =	C	(Sect. 26.7)	
Ridge Height, hr =	28.50	ft. (hr >= he)	
Eave Height, he =	28.50	ft. (he <= hr)	
Building Width =	200.00	ft. (Normal to Building Ridge)	
Building Length =	100.00	ft. (Parallel to Building Ridge)	
Roof Type =	Monoslope	(Gable or Monoslope)	
Topo. Factor, Kzt =	1.00	(Sect. 26.8 & Figure 26.8-1)	
Direct. Factor, Kd =	0.85	(Table 26.6)	
Enclosed? (Y/N)	Y	(Sect. 28.6-1 & Figure 26.11-1)	
Hurricane Region?	N		
Component Name =	Wall	(Girt, Siding, Wall, or Fastener)	
Effective Area, Ae =	30	ft.^2 (Area Tributary to C&C)	
<b>Resulting Parameters and Coefficients:</b>			
Roof Angle, $\theta$ =	0.00	deg.	
Mean Roof Ht., h =	28.50	ft. (h = he, for roof angle <= 10 deg.)	
<b>Wall External Pressure Coefficients, GCp:</b>			
GCp Zone 4 Pos. =	0.82	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)	
GCp Zone 5 Pos. =	0.82	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)	
GCp Zone 4 Neg. =	-0.91	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)	
GCp Zone 5 Neg. =	-1.11	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)	
<b>Positive &amp; Negative Internal Pressure Coefficients, GCpi (Figure 26.11-1):</b>			
+GCpi Coef. =	0.18	(positive internal pressure)	
-GCpi Coef. =	-0.18	(negative internal pressure)	
If $z \leq 15$ then: $K_z = 2.01 \cdot (15/zg)^{(2/\alpha)}$ , If $z > 15$ then: $K_z = 2.01 \cdot (z/zg)^{(2/\alpha)}$ (Table 30.3-1)			
$\alpha$ =	9.50	(Table 26.9-1)	
zg =	900	(Table 26.9-1)	
Kh =	0.97	(Kh = Kz evaluated at z = h)	
Velocity Pressure: $q_z = 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2$ (Sect. 30.3.2, Eq. 30.3-1)			
$q_h$ =	27.96	psf	$q_h = 0.00256 \cdot K_h \cdot K_{zt} \cdot K_d \cdot V^2$ ( $q_z$ evaluated at z = h)
<b>Design Net External Wind Pressures (Sect. 30.4 &amp; 30.6):</b>			
For $h \leq 60$ ft.: $p = q_h \cdot ((GCp) - (+/-GCpi))$ (psf)			
For $h > 60$ ft.: $p = q \cdot (GCp) - q_i \cdot (+/-GCpi)$ (psf)			
where: $q = q_z$ for windward walls, $q = q_h$ for leeward walls and side walls			
$q_i = q_h$ for all walls (conservatively assumed per Sect. 30.6)			

Wind Load Tabulation for Wall Components & Cladding							
Component	z (ft.)	K <sub>h</sub>	q <sub>h</sub> (psf)	p = Net Design Pressures (psf)			
				Zone 4 (+)	Zone 4 (-)	Zone 5 (+)	Zone 5 (-)
Wall	0	0.97	27.96	28.08	-30.60	28.08	-36.03
	15.00	0.97	27.96	28.08	-30.60	28.08	-36.03
	20.00	0.97	27.96	28.08	-30.60	28.08	-36.03
	25.00	0.97	27.96	28.08	-30.60	28.08	-36.03
	For z = hr:	28.50	0.97	27.96	28.08	-30.60	28.08
For z = he:	28.50	0.97	27.96	28.08	-30.60	28.08	-36.03
For z = h:	28.50	0.97	27.96	28.08	-30.60	28.08	-36.03

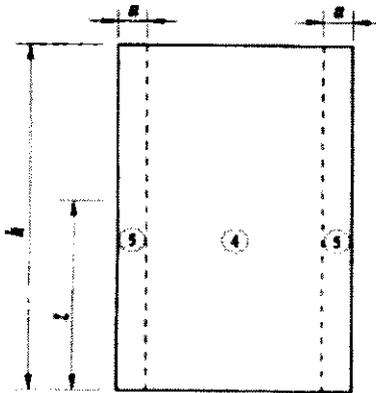
Using zone 4  
wind loading

- Notes: 1. (+) and (-) signs signify wind pressures acting toward & away from respective surfaces.  
 2. Width of Zone 5 (end zones), 'a' = 10.00 ft.  
 3. Per Code Section 30.2.2, the minimum wind load for C&C shall not be less than 16 psf.  
 4. References : a. ASCE 7-10, "Minimum Design Loads for Buildings and Other Structures".  
 b. "Guide to the Use of the Wind Load Provisions of ASCE 7-02"  
 by: Kishor C. Mehta and James M. Delahay (2004).

**Wall Components and Cladding:**



**Wall Zones for Buildings with  $h \leq 60$  ft.**



**WALL ELEVATION**

**Wall Zones for Buildings with  $h > 60$  ft.**

## ASCE 7-10 C+C Wind Loading For (N) HSS Column and Column Connections

**WIND LOADING ANALYSIS - Wall Components and Cladding**

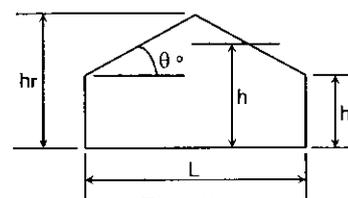
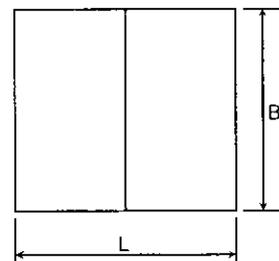
Per ASCE 7-10 Code for Buildings of Any Height

Using Part 1 &amp; 3: Analytical Procedure (Section 30.4 &amp; 30.6)

Job Name:	Fremont HS	Subject:	Sun Shade Design - (N) Column	
Job Number:	16C234.00	Originator:	AJD	Checker:

**Input Data:**

Wind Speed, V =	115	mph (Wind Map, Figure 26.5-1A-C)
Bldg. Classification =	III	(Table 1.5-1 Risk Category)
Exposure Category =	C	(Sect. 26.7)
Ridge Height, hr =	28.50	ft. (hr >= he)
Eave Height, he =	28.50	ft. (he <= hr)
Building Width =	200.00	ft. (Normal to Building Ridge)
Building Length =	100.00	ft. (Parallel to Building Ridge)
Roof Type =	Monoslope	(Gable or Monoslope)
Topo. Factor, Kzt =	1.00	(Sect. 26.8 & Figure 26.8-1)
Direct. Factor, Kd =	0.85	(Table 26.6)
Enclosed? (Y/N)	Y	(Sect. 28.6-1 & Figure 26.11-1)
Hurricane Region?	N	
Component Name =	Wall	(Girt, Siding, Wall, or Fastener)
Effective Area, Ae =	130	ft.^2 (Area Tributary to C&C)

**Resulting Parameters and Coefficients:**

Roof Angle, $\theta$ =	0.00	deg.
Mean Roof Ht., h =	28.50	ft. (h = he, for roof angle <=10 deg.)

**Wall External Pressure Coefficients, GCp:**

GCp Zone 4 Pos. =	0.72	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <=10 deg. )
GCp Zone 5 Pos. =	0.72	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <=10 deg. )
GCp Zone 4 Neg. =	-0.81	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <=10 deg. )
GCp Zone 5 Neg. =	-0.91	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <=10 deg. )

**Positive & Negative Internal Pressure Coefficients, GCpi (Figure 26.11-1):**

+GCpi Coef. =	0.18	(positive internal pressure)
-GCpi Coef. =	-0.18	(negative internal pressure)

If  $z \leq 15$  then:  $K_z = 2.01 \cdot (15/zg)^{2/\alpha}$ , If  $z > 15$  then:  $K_z = 2.01 \cdot (z/zg)^{2/\alpha}$  (Table 30.3-1)

$\alpha$ =	9.50	(Table 26.9-1)
zg =	900	(Table 26.9-1)
Kh =	0.97	(Kh = Kz evaluated at z = h)

Velocity Pressure:  $q_z = 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2$  (Sect. 30.3.2, Eq. 30.3-1)

qh =	27.96	psf	qh = $0.00256 \cdot K_h \cdot K_{zt} \cdot K_d \cdot V^2$ (qz evaluated at z = h)
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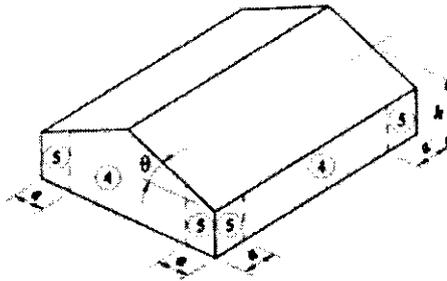
**Design Net External Wind Pressures (Sect. 30.4 & 30.6):**For  $h \leq 60$  ft.:  $p = q_h \cdot ((GCp) - (+/-GCpi))$  (psf)For  $h > 60$  ft.:  $p = q \cdot (GCp) - qi \cdot (+/-GCpi)$  (psf)where:  $q = q_z$  for windward walls,  $q = q_h$  for leeward walls and side walls $qi = q_h$  for all walls (conservatively assumed per Sect. 30.6)

Wind Load Tabulation for Wall Components & Cladding							
Component	z (ft.)	K <sub>h</sub>	q <sub>h</sub> (psf)	p = Net Design Pressures (psf)			
				Zone 4 (+)	Zone 4 (-)	Zone 5 (+)	Zone 5 (-)
Wall	0	0.97	27.96	25.25	-27.77	25.25	-30.37
	15.00	0.97	27.96	25.25	-27.77	25.25	-30.37
	20.00	0.97	27.96	25.25	-27.77	25.25	-30.37
	25.00	0.97	27.96	25.25	-27.77	25.25	-30.37
	For z = h <sub>r</sub> :	28.50	0.97	27.96	25.25	-27.77	25.25
For z = h <sub>e</sub> :	28.50	0.97	27.96	25.25	-27.77	25.25	-30.37
For z = h:	28.50	0.97	27.96	25.25	-27.77	25.25	-30.37

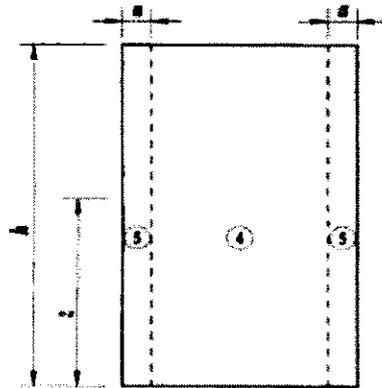
Using zone 4 wind loading

- Notes: 1. (+) and (-) signs signify wind pressures acting toward & away from respective surfaces.  
 2. Width of Zone 5 (end zones), 'a' = 10.00 ft.  
 3. Per Code Section 30.2.2, the minimum wind load for C&C shall not be less than 16 psf.  
 4. References : a. ASCE 7-10, "Minimum Design Loads for Buildings and Other Structures".  
 b. "Guide to the Use of the Wind Load Provisions of ASCE 7-02"  
 by: Kishor C. Mehta and James M. Delahay (2004).

**Wall Components and Cladding:**

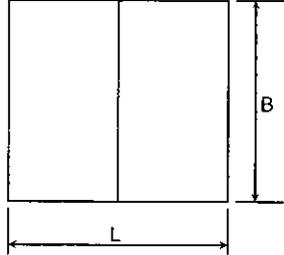
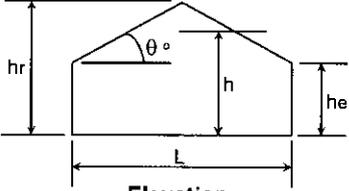


**Wall Zones for Buildings with  $h \leq 60$  ft.**



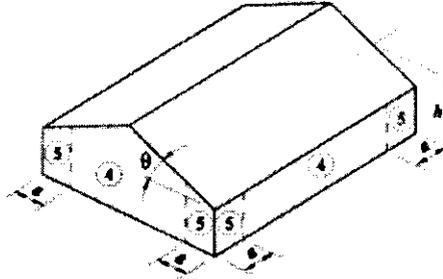
**Wall Zones for Buildings with  $h > 60$  ft.**

## ASCE 7-10 C+C Wind Loading For (E) HSS Column

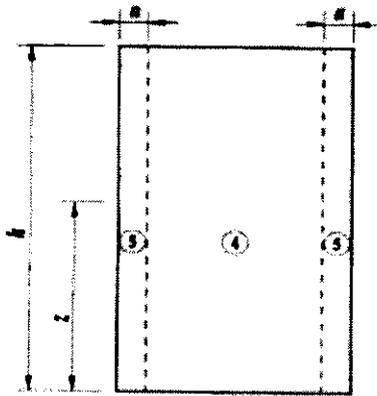
<b>WIND LOADING ANALYSIS - Wall Components and Cladding</b>			
Per ASCE 7-10 Code for Buildings of Any Height			
Using Part 1 & 3: Analytical Procedure (Section 30.4 & 30.6)			
Job Name:	Fremont HS	Subject:	Sun Shade Design - (E) Column
Job Number:	16C234.00	Originator:	AJD
		Checker:	
<b>Input Data:</b>			
Wind Speed, V =	115	mph (Wind Map, Figure 26.5-1A-C)	
Bldg. Classification =	III	(Table 1.5-1 Risk Category)	
Exposure Category =	C	(Sect. 26.7)	
Ridge Height, hr =	28.50	ft. (hr >= he)	
Eave Height, he =	28.50	ft. (he <= hr)	
Building Width =	200.00	ft. (Normal to Building Ridge)	
Building Length =	100.00	ft. (Parallel to Building Ridge)	
Roof Type =	Monoslope	(Gable or Monoslope)	
Topo. Factor, Kzt =	1.00	(Sect. 26.8 & Figure 26.8-1)	
Direct. Factor, Kd =	0.85	(Table 26.6)	
Enclosed? (Y/N)	Y	(Sect. 28.6-1 & Figure 26.11-1)	
Hurricane Region?	N		
Component Name =	Wall	(Girt, Siding, Wall, or Fastener)	
Effective Area, Ae =	104	ft.^2 (Area Tributary to C&C)	
			 <p style="text-align: center;"><b>Plan</b></p>
			 <p style="text-align: center;"><b>Elevation</b></p>
<b>Resulting Parameters and Coefficients:</b>			
Roof Angle, $\theta$ =	0.00	deg.	
Mean Roof Ht., h =	28.50	ft. (h = he, for roof angle <=10 deg.)	
<b>Wall External Pressure Coefficients, GCp:</b>			
GCp Zone 4 Pos. =	0.74	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <=10 deg.)	
GCp Zone 5 Pos. =	0.74	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <=10 deg.)	
GCp Zone 4 Neg. =	-0.83	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <=10 deg.)	
GCp Zone 5 Neg. =	-0.94	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <=10 deg.)	
<b>Positive &amp; Negative Internal Pressure Coefficients, GCpi (Figure 26.11-1):</b>			
+GCpi Coef. =	0.18	(positive internal pressure)	
-GCpi Coef. =	-0.18	(negative internal pressure)	
If $z \leq 15$ then: $K_z = 2.01 \cdot (15/zg)^{(2/\alpha)}$ , If $z > 15$ then: $K_z = 2.01 \cdot (z/zg)^{(2/\alpha)}$ (Table 30.3-1)			
$\alpha$ =	9.50	(Table 26.9-1)	
zg =	900	(Table 26.9-1)	
Kh =	0.97	(Kh = Kz evaluated at z = h)	
<b>Velocity Pressure: <math>q_z = 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2</math> (Sect. 30.3.2, Eq. 30.3-1)</b>			
$q_h$ =	27.96	psf	$q_h = 0.00256 \cdot K_h \cdot K_{zt} \cdot K_d \cdot V^2$ ( $q_z$ evaluated at z = h)
<b>Design Net External Wind Pressures (Sect. 30.4 &amp; 30.6):</b>			
For $h \leq 60$ ft.: $p = q_h \cdot ((GC_p) - (+/-GC_{pi}))$ (psf)			
For $h > 60$ ft.: $p = q \cdot (GC_p) - q_i \cdot (+/-GC_{pi})$ (psf)			
where: $q = q_z$ for windward walls, $q = q_h$ for leeward walls and side walls			
$q_i = q_h$ for all walls (conservatively assumed per Sect. 30.6)			



**Wall Components and Cladding:**



**Wall Zones for Buildings with  $h \leq 60$  ft.**



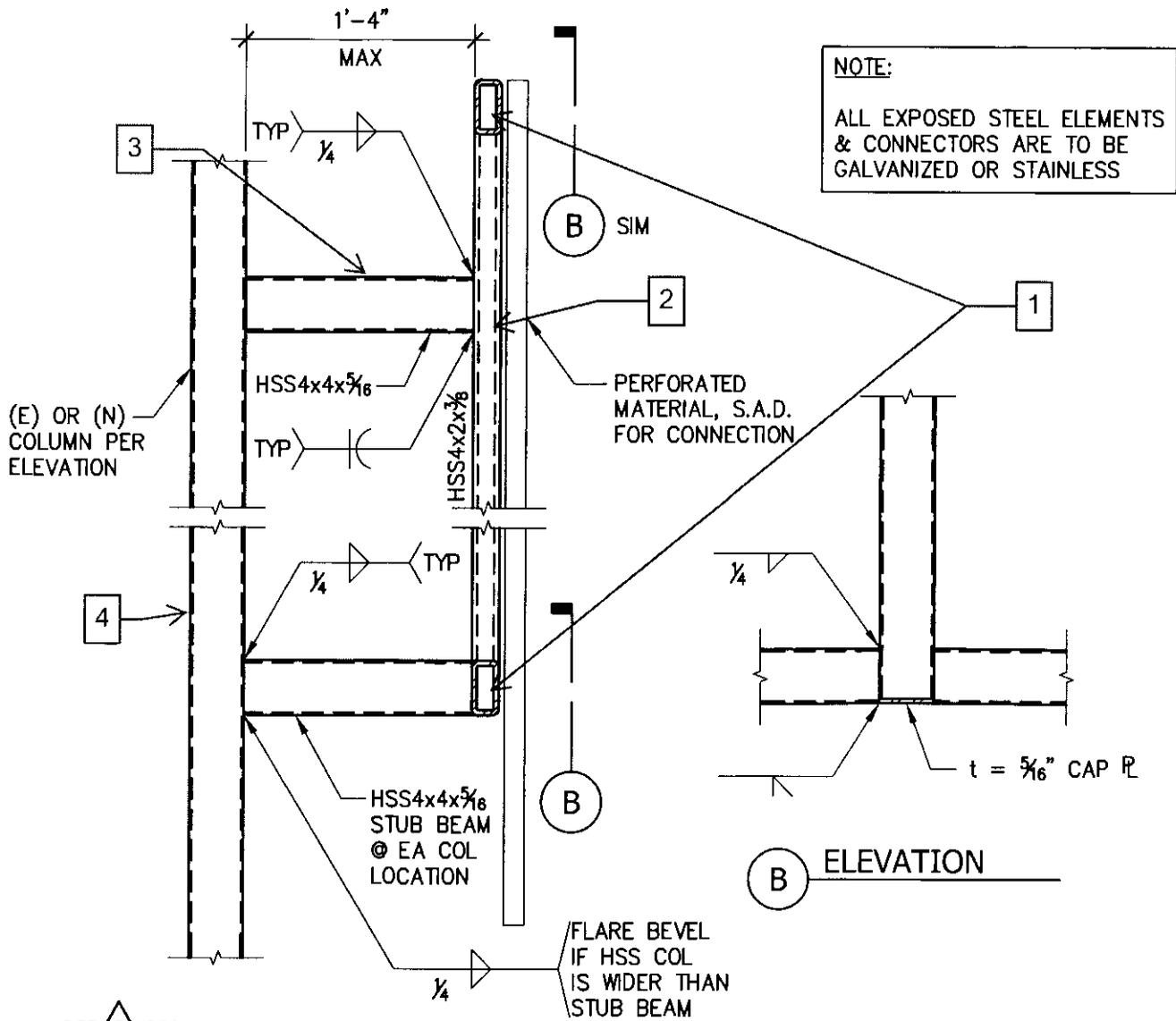
**WALL ELEVATION**

**Wall Zones for Buildings with  $h > 60$  ft.**



Fremont High School Building B: Classroom Building  
KPW Project No. 16C234

## C.1 (N) Sunshade Framing Design



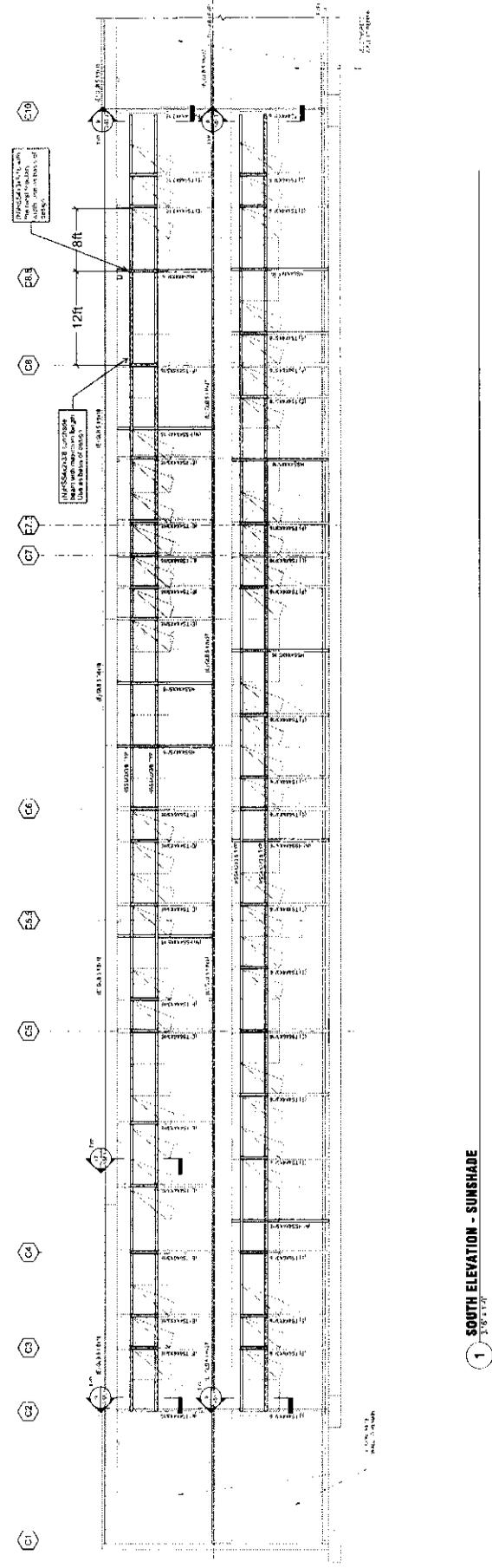
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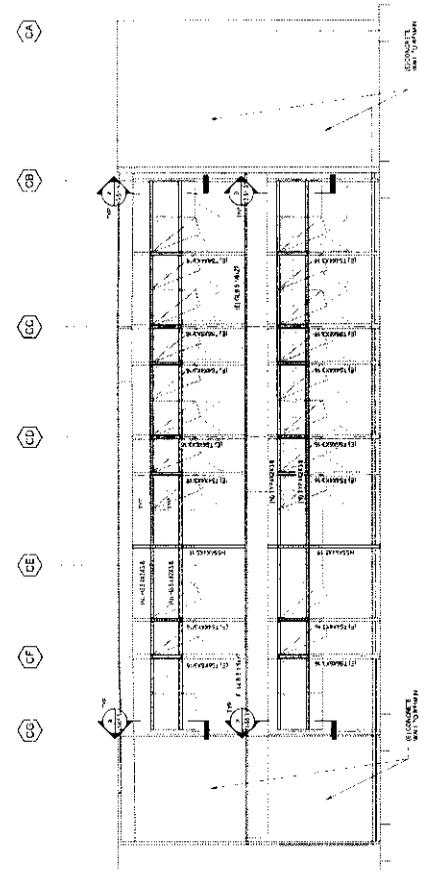
SUNSHADE FRAMING

From 3-S7.1

Scale: NTS



**1 SOUTH ELEVATION - SUNSHADE**  
 1/8" = 1'-0"



**3 WEST ELEVATION - SUNSHADE FRAMING**  
 3/16" = 1'-0"

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JOB NO. \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

① (N) Sunshade Beam Design - HSS 4x2x3/8 $L_{max} = 12'$  (from 3-S3.4)

Height of wall tributary to beam = 2.5 ft

Wind Pressure (from B.1) =  $+28.08^{psf}$ ,  $-36.03^{psf}$ 

Distributed load along column length Max

$$= 36.03^{psf} \times 2.5ft = 90plf (W)$$

SDL From Sunshade (from B.1)

$$= 2.5' \times 5^{psf} = 12.5plf (D)$$

- See attach from Enercalc

(N) HSS 4x2x3/8 Sunshade Beam (L=12')OKPerforated aluminum panels weight  
about 3psf, conservative assumption

**Steel Beam**

File = F:\PROJEC-1\16C000-1\16C234-1\Design\CALCUL-1\Enercalc\16C234\_Building B.ec6  
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Lic. #: KW-06007825

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**DESCRIPTION:** (N) HSS 4x2x3/8 Sunshade Beam LRFD Design

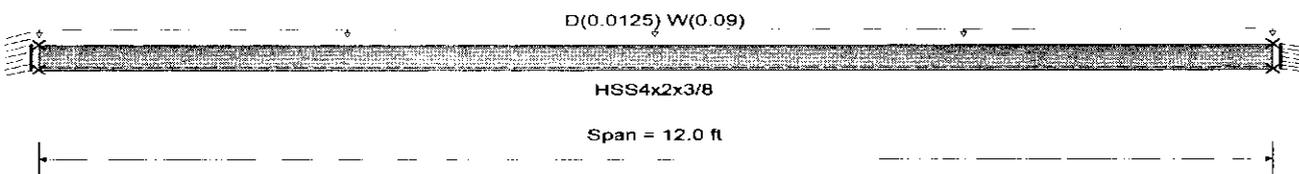
**CODE REFERENCES**

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10  
 Load Combination Set : ASCE 7-16

**Material Properties**

Analysis Method : Load Resistance Factor Design  
 Beam Bracing : Completely Unbraced  
 Bending Axis : Minor Axis Bending

Fy : Steel Yield : 46.0 ksi  
 E: Modulus : 29,000.0 ksi



**Applied Loads**

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loading  
 Uniform Load : D = 0.01250, W = 0.090 k/ft, Tributary Width = 1.0 ft, (Wind and Self-Weight)

**DESIGN SUMMARY**

**Design OK**

Maximum Bending Stress Ratio =	<b>0.180 : 1</b>	Maximum Shear Stress Ratio =	<b>0.043 : 1</b>
Section used for this span	<b>HSS4x2x3/8</b>	Section used for this span	<b>HSS4x2x3/8</b>
Mu : Applied	1.435 k-ft	Vu : Applied	0.7176 k
Mn * Phi : Allowable	7.970 k-ft	Vn * Phi : Allowable	16.523 k
Load Combination	+1.20D+0.50Lr+L+W+1.60H	Load Combination	+1.20D+0.50Lr+L+W+1.60H
Location of maximum on span	0.000ft	Location of maximum on span	0.000 ft
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1
<b>Maximum Deflection</b>			
Max Downward Transient Deflection	0.068 in	Ratio =	2,131 >=240
Max Upward Transient Deflection	0.000 in	Ratio =	0 <240
Max Downward Total Deflection	0.112 in	Ratio =	1290 >=240
Max Upward Total Deflection	0.000 in	Ratio =	0 <240

**Maximum Forces & Stresses for Load Combinations**

Load Combination	Segment Length	Span #	Max Stress Ratios				Summary of Moment Values					Summary of Shear Values		
			M	V	max Mu +	max Mu -	Mu Max	Mny	Phi*Mny	Cb	Rm	VuMax	Vny	Phi*Vny
+1.40D+1.60H	Dsgn. L = 12.00 ft	1	0.052	0.013	0.21	-0.41	0.41	8.86	7.97	2.38	1.00	0.21	18.36	16.52
+1.20D+0.50Lr+1.60L+1.60H	Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+1.20D+1.60L+0.50S+1.60H	Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+1.20D+1.60Lr+L+1.60H	Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+1.20D+1.60Lr+0.50W+1.60H	Dsgn. L = 12.00 ft	1	0.112	0.027	0.45	-0.90	0.90	8.86	7.97	2.38	1.00	0.45	18.36	16.52
+1.20D+L+1.60S+1.60H	Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+1.20D+1.60S+0.50W+1.60H	Dsgn. L = 12.00 ft	1	0.112	0.027	0.45	-0.90	0.90	8.86	7.97	2.38	1.00	0.45	18.36	16.52
+1.20D+0.50Lr+L+W+1.60H	Dsgn. L = 12.00 ft	1	0.180	0.043	0.72	-1.44	1.44	8.86	7.97	2.38	1.00	0.72	18.36	16.52
+1.20D+L+0.50S+W+1.60H	Dsgn. L = 12.00 ft	1	0.180	0.043	0.72	-1.44	1.44	8.86	7.97	2.38	1.00	0.72	18.36	16.52
+0.90D+W+1.60H	Dsgn. L = 12.00 ft	1	0.169	0.041	0.67	-1.35	1.35	8.86	7.97	2.38	1.00	0.67	18.36	16.52
+1.20D+L+0.20S+E+1.90H	Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+0.90D+E+0.90H	Dsgn. L = 12.00 ft	1	0.033	0.008	0.13	-0.27	0.27	8.86	7.97	2.38	1.00	0.13	18.36	16.52

**Steel Beam**

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**DESCRIPTION:** (N) HSS 4x2x3/8 Sunshade Beam LRFD Design

**Overall Maximum Deflections**

Load Combination	Span	Max. "+" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+0.750S+0.420W+H	1	0.1117	6.034		0.0000	0.000

**Vertical Reactions**

Load Combination	Support notation : Far left is #1	
	Support 1	Support 2
Overall MAXimum	0.540	0.540
Overall MINimum	0.089	0.089
+D+H	0.148	0.148
+D+L+H	0.148	0.148
+D+Lr+H	0.148	0.148
+D+S+H	0.148	0.148
+D+0.750Lr+0.750L+H	0.148	0.148
+D+0.750L+0.750S+H	0.148	0.148
+D+0.60W+H	0.472	0.472
+D+0.750Lr+0.450W+H	0.391	0.391
+D+0.750S+0.450W+H	0.391	0.391
+0.60D+0.60W+0.60H	0.413	0.413
+D+0.70E+0.60H	0.148	0.148
+D+0.750L+0.750S+0.5250E+H	0.148	0.148
+0.60D+0.70E+H	0.089	0.089
D Only	0.148	0.148
Lr Only		
L Only		
S Only		
W Only	0.540	0.540
E Only		
H Only		

Values in KIPS

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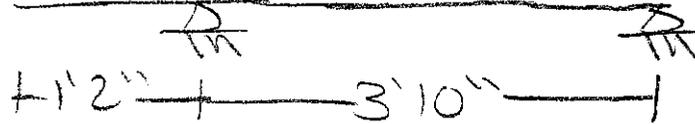
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OF \_\_\_\_\_

② (N) Sunshade Jamb Design HSS 4x2x3/8

Approximations:

 $M_u \times 2$   
 $V_u \times 2$  $M_u \times 2$   
 $V_u \times 2$ -  $V_u$ ,  $M_u$  from ①(N) Sunshade Beam

$$M_u = 1.44 \text{ k}\cdot\text{ft}$$

$$V_u = 0.72 \text{ k}$$

Conservative loading  
 (using 12ft length beams  
 on each side, actual is  
 12ft beam and 8ft beam)

- Loads are already factored, enter in envelope as wind loading so it is not refactored (1.0xw for all load combinations)

- See attached from Envelope

(N) HSS 4x2x3/8 Sunshade Jamb Ok



**Steel Beam**

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

**DESCRIPTION:** (N) HSS 4x2x3/8 Sunshade Jamb LRFD Design

Load Combination	Segment Length	Span #	Max Stress Ratios		Summary of Moment Values					Summary of Shear Values				
			M	V	max Mu +	max Mu -	Mu Max	Mnx	Phi*Mnx	Cb	Rm	VuMax	Vnx	Phi*Vnx
Dsgn. L = 1.17 ft		1	0.286	0.059	-0.00	-2.28	2.28	8.86	7.97	1.00	1.00	0.97	18.36	16.52
Dsgn. L = 3.83 ft		2	0.286	0.059	1.43	-2.28	2.28	8.86	7.97	2.20	1.00	0.97	18.36	16.52
+1.20D+L+1.60S+1.60H														
Dsgn. L = 1.17 ft		1		0.000			8.86	7.97	1.00	1.00	-0.00	18.36	16.52	
Dsgn. L = 3.83 ft		2		0.000			8.86	7.97	1.00	1.00	-0.00	18.36	16.52	
+1.20D+1.60S+0.50W+1.60H														
Dsgn. L = 1.17 ft		1	0.286	0.059	-0.00	-2.28	2.28	8.86	7.97	1.00	1.00	0.97	18.36	16.52
Dsgn. L = 3.83 ft		2	0.286	0.059	1.43	-2.28	2.28	8.86	7.97	2.20	1.00	0.97	18.36	16.52
+1.20D+0.50Lr+L+W+1.60H														
Dsgn. L = 1.17 ft		1	0.572	0.117	-0.00	-4.56	4.56	8.86	7.97	1.00	1.00	1.94	18.36	16.52
Dsgn. L = 3.83 ft		2	0.572	0.117	2.85	-4.56	4.56	8.86	7.97	2.20	1.00	1.94	18.36	16.52
+1.20D+L+0.50S+W+1.60H														
Dsgn. L = 1.17 ft		1	0.572	0.117	-0.00	-4.56	4.56	8.86	7.97	1.00	1.00	1.94	18.36	16.52
Dsgn. L = 3.83 ft		2	0.572	0.117	2.85	-4.56	4.56	8.86	7.97	2.20	1.00	1.94	18.36	16.52
+0.90D+W+1.60H														
Dsgn. L = 1.17 ft		1	0.572	0.117	-0.00	-4.56	4.56	8.86	7.97	1.00	1.00	1.94	18.36	16.52
Dsgn. L = 3.83 ft		2	0.572	0.117	2.85	-4.56	4.56	8.86	7.97	2.20	1.00	1.94	18.36	16.52
+1.20D+L+0.20S+E+1.90H														
Dsgn. L = 1.17 ft		1		0.000			8.86	7.97	1.00	1.00	-0.00	18.36	16.52	
Dsgn. L = 3.83 ft		2		0.000			8.86	7.97	1.00	1.00	-0.00	18.36	16.52	
+0.90D+E+0.90H														
Dsgn. L = 1.17 ft		1		0.000			8.86	7.97	1.00	1.00	-0.00	18.36	16.52	
Dsgn. L = 3.83 ft		2		0.000			8.86	7.97	1.00	1.00	-0.00	18.36	16.52	

**Overall Maximum Deflections**

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+0.420W	1	0.1027	0.000		0.0000	0.000
+0.420W	2	0.0011	3.542	+0.420W	-0.0291	1.165

**Vertical Reactions**

Load Combination	Support 1	Support 2	Support 3
Overall MAXimum		4.821	-1.941
Overall MINimum		2.169	-0.873
+D+H			
+D+L+H			
+D+Lr+H			
+D+S+H			
+D+0.750Lr+0.750L+H			
+D+0.750L+0.750S+H			
+D+0.60W+H		2.893	-1.165
+D+0.750Lr+0.450W+H		2.169	-0.873
+D+0.750S+0.450W+H		2.169	-0.873
+0.60D+0.60W+0.60H		2.893	-1.165
+D+0.70E+0.60H			
+D+0.750L+0.750S+0.5250E+H			
+0.60D+0.70E+H			
D Only			
Lr Only			
L Only			
S Only			
W Only		4.821	-1.941
E Only			
H Only			

Support notation : Far left is #1

Values in KIPS

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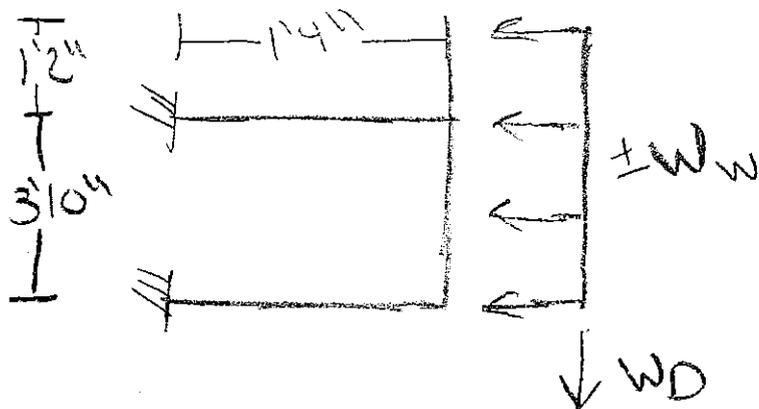
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SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

③ (N) Sunshade Outrigger Design HSS 4x4x5/16

Conservative to not consider perforations in panel
--

$$\text{Tributary Width} = 12 \text{ ft (Max)}$$

$$\text{Height} = 5 \text{ ft}$$

$$W_w = (+28.08 \text{ psf}, -36.03 \text{ psf}) \text{ (From B.1)}$$

$$W_w = (28.08 \text{ psf}, -36.03 \text{ psf}) \times 12' \times 5'$$

$$= 1685 \text{ lbs}, -2162 \text{ lbs}$$

$$W_d = (12.09 \text{ plf}) \times (5 \text{ ft} + 2 \times 12 \text{ ft})$$

HSS 4x2x3/16  
Self weight

Jumbo  
Length

Horizontal  
Length

$$+ (5 \text{ ft}) \times (12 \text{ ft}) \times (5 \text{ psf})$$

Sunshade Self Weight

$$W_d = 650 \text{ lbs}$$

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DATE \_\_\_\_\_

SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

- Load at upper outrigger

$$\text{Tributary Height} = 1'2" + (3'10" \div 2)$$

$$= 3'1"$$

$$\frac{3'1"}{5'} = .62 \Rightarrow \text{Assume outrigger takes } 62\% \text{ of loading}$$

$$0.62 (W_w) = (1045 \text{ lbs}, 1340 \text{ lbs})$$

$$0.62 (W_D) = 403 \text{ lbs}$$

- See attached from Enercycle

(N) HSS 4x4x5/16 Outriggers On

**Steel Column**

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**DESCRIPTION:** (N) HSS 4x4x5/16 Sun Shade Outrigger LRF Design

**Code References**

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10  
 Load Combinations Used : ASCE 7-16

**General Information**

Steel Section Name :	<b>HSS4x4x5/16</b>	Overall Column Height	1.333 ft
Analysis Method :	Load Resistance Factor	Top & Bottom Fixity	Top Free, Bottom Fixed
Steel Stress Grade	A500, Grade B, Fy = 46 ksi, Carbon	Brace condition for deflection (buckling) along columns :	
Fy : Steel Yield	46.0 ksi	X-X (width) axis :	
E : Elastic Bending Modulus	29,000.0 ksi	Unbraced Length for buckling ABOUT Y-Y Axis = 1.333 ft, K = 2.1	
		Y-Y (depth) axis :	
		Unbraced Length for buckling ABOUT X-X Axis = 1.333 ft, K = 2.1	

**Applied Loads**

Service loads entered. Load Factors will be applied for calculations.

**AXIAL LOADS . . .**

Wind Loading: Axial Load at 1.333 ft, W = -1.340 k

**BENDING LOADS . . .**

Sunshade Framing Weight: Lat. Point Load at 1.333 ft creating Mx-x, D = 0.4030 k

**DESIGN SUMMARY**

**Bending & Shear Check Results**

**PASS** Max. Axial+Bending Stress Ratio = **0.0390** : 1  
 Load Combination +1.40D+1.60H  
 Location of max.above base 0.0 ft  
 At maximum location values are . . .  
 Pu 0.0 k  
 0.9 \* Pn 164.035 k  
 Mu-x -0.7521 k-ft  
 0.9 \* Mn-x : 19.286 k-ft  
 Mu-y 0.0 k-ft  
 0.9 \* Mn-y : 19.286 k-ft

**Maximum Load Reactions . .**

Top along X-X	0.0 k
Bottom along X-X	0.0 k
Top along Y-Y	0.0 k
Bottom along Y-Y	0.4030 k

**Maximum Load Deflections . . .**

Along Y-Y	0.002064 in at	1.333 ft above base
for load combination : +D+H		
Along X-X	0.0 in at	0.0 ft above base
for load combination :		

**PASS** Maximum Shear Stress Ratio = **0.01498** : 1  
 Load Combination +1.40D+1.60H  
 Location of max.above base 0.0 ft  
 At maximum location values are . . .  
 Vu : Applied 0.5642 k  
 Vn \* Phi : Allowable 37.672 k

**Load Combination Results**

Load Combination	Maximum Axial + Bending Stress Ratios				CbX	CbY	KxLx/Rx	KyLy/Ry	Maximum Shear Ratios		
	Stress Ratio	Status	Location	Stress Ratio					Status	Location	
+1.40D+1.60H	0.039	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.015	PASS	0.00 ft	
+1.20D+0.50Lr+1.60L+1.60H	0.033	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+1.20D+1.60L+0.50S+1.60H	0.033	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+1.20D+1.60Lr+L+1.60H	0.033	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+1.20D+1.60Lr+0.50W+1.60H	0.035	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+1.20D+L+1.60S+1.60H	0.033	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+1.20D+1.60S+0.50W+1.60H	0.035	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+1.20D+0.50Lr+L+W+1.60H	0.038	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+1.20D+L+0.50S+W+1.60H	0.038	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+0.90D+W+1.60H	0.029	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.010	PASS	0.00 ft	
+1.20D+L+0.20S+E+1.90H	0.033	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft	
+0.90D+E+0.90H	0.025	PASS	0.00 ft	1.67	1.00	22.54	22.54	0.010	PASS	0.00 ft	

**Maximum Reactions**

Note: Only non-zero reactions are listed.

Load Combination	Axial Reaction		X-X Axis Reaction		k	Y-Y Axis Reaction		Mx - End Moments		My - End Moments	
	@ Base	@ Top	@ Base	@ Top		@ Base	@ Top	@ Base	@ Top	@ Base	@ Top
+D+H						0.403		-0.537			
+D+L+H						0.403		-0.537			

**Steel Column**

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Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 Sun Shade Outrigger LRFD Design

**Maximum Reactions**

Note: Only non-zero reactions are listed.

Load Combination	Axial Reaction @ Base	X-X Axis Reaction		k	Y-Y Axis Reaction		Mx - End Moments		k-ft	My - End Moments	
		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
+D+Lr+H					0.403			-0.537			
+D+S+H					0.403			-0.537			
+D+0.750Lr+0.750L+H					0.403			-0.537			
+D+0.750L+0.750S+H					0.403			-0.537			
+D+0.60W+H	-0.804				0.403			-0.537			
+D+0.750Lr+0.450W+H	-0.603				0.403			-0.537			
+D+0.750S+0.450W+H	-0.603				0.403			-0.537			
+0.60D+0.60W+0.60H	-0.804				0.242			-0.322			
+D+0.70E+0.60H					0.403			-0.537			
+D+0.750L+0.750S+0.5250E+H					0.403			-0.537			
+0.60D+0.70E+H					0.242			-0.322			
D Only					0.403			-0.537			
Lr Only											
L Only											
S Only											
W Only	-1.340										
E Only											
H Only											

**Extreme Reactions**

Item	Extreme Value	Axial Reaction		k	Y-Y Axis Reaction		Mx - End Moments		k-ft	My - End Moments	
		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
Axial @ Base	Maximum				0.403			-0.537			
"	Minimum	-1.340									
Reaction, X-X Axis Base	Maximum				0.403			-0.537			
"	Minimum				0.403			-0.537			
Reaction, Y-Y Axis Base	Maximum				0.403			-0.537			
"	Minimum										
Reaction, X-X Axis Top	Maximum				0.403			-0.537			
"	Minimum				0.403			-0.537			
Reaction, Y-Y Axis Top	Maximum				0.403			-0.537			
"	Minimum				0.403			-0.537			
Moment, X-X Axis Base	Maximum										
"	Minimum		-0.537		0.403			-0.537			
Moment, Y-Y Axis Base	Maximum				0.403			-0.537			
"	Minimum				0.403			-0.537			
Moment, X-X Axis Top	Maximum				0.403			-0.537			
"	Minimum				0.403			-0.537			
Moment, Y-Y Axis Top	Maximum				0.403			-0.537			
"	Minimum				0.403			-0.537			

**Maximum Deflections for Load Combinations**

Load Combination	Max. X-X Deflection		Max. Y-Y Deflection	
	Distance	Distance	Distance	Distance
+D+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+L+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+Lr+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+S+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750Lr+0.750L+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750L+0.750S+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.60W+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750Lr+0.450W+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750S+0.450W+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+0.60D+0.60W+0.60H	0.0000 in	0.000 ft	0.001 in	1.333 ft
+D+0.70E+0.60H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750L+0.750S+0.5250E+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+0.60D+0.70E+H	0.0000 in	0.000 ft	0.001 in	1.333 ft
D Only	0.0000 in	0.000 ft	0.002 in	1.333 ft
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

### Steel Column

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Lic. # : KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 Sun Shade Outrigger LRF Design

#### Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
W Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

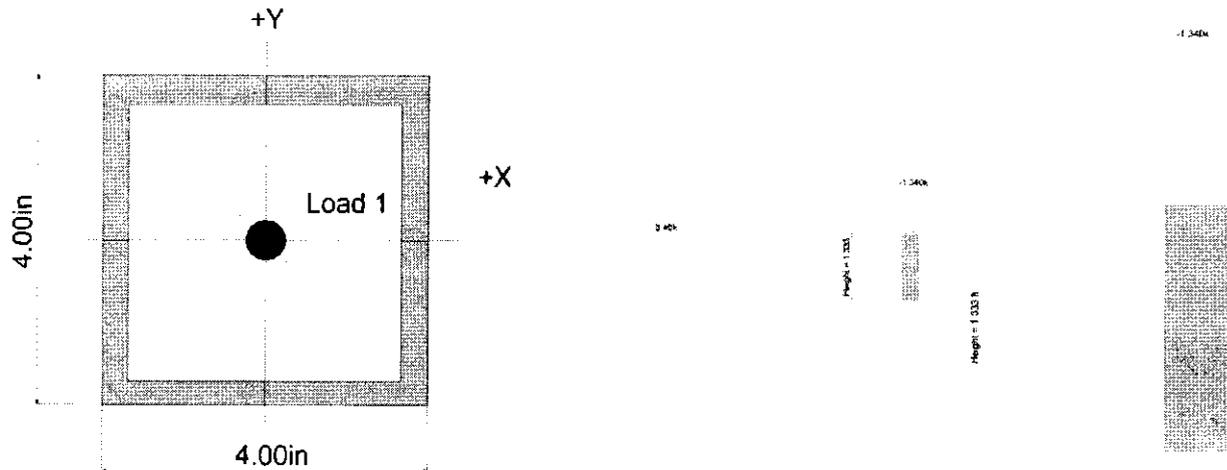
#### Steel Section Properties :

#### HSS4x4x5/16

Depth	=	4.000 in	I <sub>xx</sub>	=	9.14 in <sup>4</sup>	J	=	15.300 in <sup>4</sup>
Design Thick	=	0.291 in	S <sub>xx</sub>	=	4.57 in <sup>3</sup>			
Width	=	4.000 in	R <sub>xx</sub>	=	1.490 in			
Wall Thick	=	0.313 in	Z <sub>x</sub>	=	5.590 in <sup>3</sup>			
Area	=	4.100 in <sup>2</sup>	I <sub>yy</sub>	=	9.140 in <sup>4</sup>	C	=	7.910 in <sup>3</sup>
Weight	=	14.830 plf	S <sub>yy</sub>	=	4.570 in <sup>3</sup>			
			R <sub>yy</sub>	=	1.490 in			

Ycg = 0.000 in

#### Sketches



**KPW**

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET  
SUITE 550  
OAKLAND, CA 94607  
V. 510 208-3300  
F. 510 208-3303  
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PROJECT \_\_\_\_\_

JOB NO. \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

④(N) Sunshade Column Design - HSS 4x4x5/16

Wind Demands:

- Max tributary width = 10ft (from 3-53.4)

$$W (\text{From B.1}) = \pm 28.0 \text{ psf}$$

$$W = \pm 28.0 \text{ psf} \times 10\text{ft} = \pm 280 \text{ plf}$$

W (point loads from Sunshade)

$$= \pm 28.0 \text{ psf} \times 5\text{ft} \times 10\text{ft} = 1400 \text{ lbs}$$

- Sunshade panels are perforated 30%.

- Only consider 70% of wind loading

$$W = 980 \text{ lbs}$$

Gravity Demands: (From Flat Load Table - B.1)

Rooft:

$$DL = 27.0 \text{ psf}$$

$$LL = 20.0 \text{ psf}$$

2<sup>nd</sup> Floor

$$DL = 37.0 \text{ psf}$$

$$LL = 65.0 \text{ psf}$$

Gravity Tributary Area =  $10\text{-ft} \times 16'1\frac{1}{2}'' = 130\text{ft}^2$   
(see attached)- Use 2<sup>nd</sup> Floor Gravity Loads

$$DL = 6.0^k$$

$$LL = 10.5^k$$

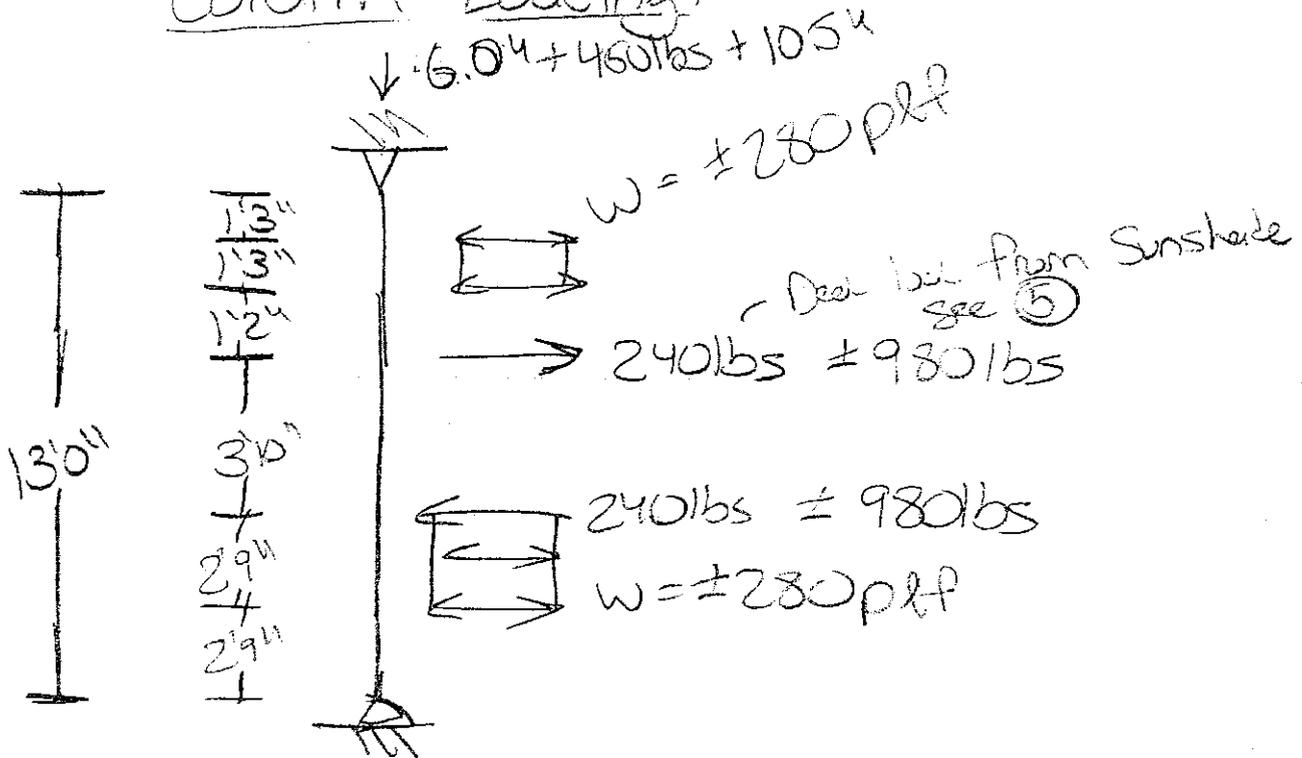
# KPW

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PROJECT _____	
JOB NO. _____	
BY _____	DATE _____
SHEET NO. _____	OF _____

## Column Loading:



- Column takes half of tributary width between sunshade and GUB

- See attached from Emercrite

(N) HSS 4x4x5/16 Cu

**Steel Column**

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KPW STRUCTURAL ENGINEERING, INC.

**DESCRIPTION:** (N) HSS 4x4x5/16 LRFD Capacity ASD Deflection Check

**Code References**

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10  
 Load Combinations Used : ASCE 7-16

**General Information**

Steel Section Name :	<b>HSS4x4x5/16</b>	Overall Column Height	13.0 ft
Analysis Method :	Load Resistance Factor	Top & Bottom Fixity	Top & Bottom Pinned
Steel Stress Grade	, A500, Grade B, Fy = 46 ksi, Carbon	Brace condition for deflection (buckling) along columns :	
Fy : Steel Yield	46.0 ksi	X-X (width) axis :	
E : Elastic Bending Modulus	29,000.0 ksi	Unbraced Length for buckling ABOUT Y-Y Axis = 13.0 ft, K = 1.0	
		Y-Y (depth) axis :	
		Unbraced Length for buckling ABOUT X-X Axis = 13.0 ft, K = 1.0	

**Applied Loads**

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 192.790 lbs \* Dead Load Factor

**AXIAL LOADS . . .**

Axial Load at 13.0 ft, D = 6.450, L = 10.50 k

**BENDING LOADS . . .**

Dead and Wind Loads From Outriggers: Lat. Point Load at 5.50 ft creating Mx-x, D = 0.240, W = -0.980 k  
 Dead and Wind Loads From Outriggers: Lat. Point Load at 9.333 ft creating Mx-x, D = -0.240, W = -0.980 k  
 C+C Wind Loading: Lat. Uniform Load from 2.750-->5.50 ft creating Mx-x, W = -0.280 k/ft  
 C+C Wind Loading: Lat. Uniform Load from 10.0-->11.750 ft creating Mx-x, W = -0.280 k/ft

**DESIGN SUMMARY**

**Bending & Shear Check Results**

**PASS** Max. Axial+Bending Stress Ratio = **0.5671** : 1  
 Load Combination +1.20D+0.50Lr+L-W+1.60H  
 Location of max.above base 5.497 ft  
 At maximum location values are . . .  
 Pu 18.471 k  
 0.9 \* Pn 81.199 k  
 Mu-x 7.367 k-ft  
 0.9 \* Mn-x : 19.286 k-ft  
 Mu-y 0.0 k-ft  
 0.9 \* Mn-y : 19.286 k-ft

**PASS** Maximum Shear Stress Ratio = **0.04930** : 1  
 Load Combination +1.20D+0.50Lr+L+W+1.60H  
 Location of max.above base 11.779 ft  
 At maximum location values are . . .  
 Vu : Applied 1.857 k  
 Vn \* Phi : Allowable 37.672 k

**Maximum Load Reactions . .**

Top along X-X 0.0 k  
 Bottom along X-X 0.0 k  
 Top along Y-Y 1.134 k  
 Bottom along Y-Y 0.8261 k

**Maximum Load Deflections . . .**

Along Y-Y -0.3219 in at 6.544 ft above base  
 for load combination : +0.420W  
 Along X-X 0.0 in at 0.0 ft above base  
 for load combination :

**Load Combination Results**

Load Combination	Maximum Axial + Bending Stress Ratios			Cb <sub>x</sub>	Cb <sub>y</sub>	K <sub>x</sub> L <sub>x</sub> /R <sub>x</sub>	K <sub>y</sub> L <sub>y</sub> /R <sub>y</sub>	Maximum Shear Ratios		
	Stress Ratio	Status	Location					Stress Ratio	Status	Location
+1.40D+1.60H	0.115	PASS	0.00 ft	1.20	1.00	104.70	104.70	0.006	PASS	5.58 ft
+1.20D+0.50Lr+1.60L+1.60H	0.327	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.005	PASS	5.58 ft
+1.20D+1.60L+0.50S+1.60H	0.327	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.005	PASS	5.58 ft
+1.20D+1.60Lr+L+1.60H	0.249	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.005	PASS	5.58 ft
+1.20D+1.60Lr+0.50W+1.60H	0.214	PASS	9.34 ft	1.20	1.00	104.70	104.70	0.026	PASS	11.78 ft
+1.20D+1.60Lr-0.50W+1.60H	0.252	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.021	PASS	0.00 ft
+1.20D+L+1.60S+1.60H	0.249	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.005	PASS	5.58 ft
+1.20D+1.60S+0.50W+1.60H	0.214	PASS	9.34 ft	1.20	1.00	104.70	104.70	0.026	PASS	11.78 ft
+1.20D+1.60S-0.50W+1.60H	0.252	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.021	PASS	0.00 ft
+1.20D+0.50Lr+L+W+1.60H	0.524	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.049	PASS	11.78 ft
+1.20D+0.50Lr+L-W+1.60H	0.567	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.045	PASS	11.78 ft
+1.20D+L+0.50S+W+1.60H	0.524	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.049	PASS	11.78 ft
+1.20D+L+0.50S-W+1.60H	0.567	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.045	PASS	11.78 ft

**Steel Column**

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KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 LRFD Capacity ASD Deflection Check

**Load Combination Results**

Load Combination	Maximum Axial + Bending Stress Ratios				Cb <sub>x</sub>	Cb <sub>y</sub>	K <sub>x</sub> L <sub>x</sub> /R <sub>x</sub>	K <sub>y</sub> L <sub>y</sub> /R <sub>y</sub>	Maximum Shear Ratios		
	Stress Ratio	Status	Location	Stress Ratio					Status	Location	
+0.90D+W+1.60H	0.376	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.049	PASS	11.78 ft	
+0.90D-W+1.60H	0.413	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.045	PASS	11.78 ft	
+1.20D+L+0.20S+E+1.90H	0.249	PASS	5.50 ft	1.20	1.00	104.70	104.70	0.005	PASS	5.58 ft	
+0.90D+E+0.90H	0.074	PASS	0.00 ft	1.20	1.00	104.70	104.70	0.004	PASS	5.58 ft	

**Maximum Reactions**

Load Combination	Axial Reaction @ Base	X-X Axis Reaction		k	Y-Y Axis Reaction		M <sub>x</sub> - End Moments		k-ft	M <sub>y</sub> - End Moments	
		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
+D+H	6.643				0.071	-0.071					
+D+L+H	17.143				0.071	-0.071					
+D+Lr+H	6.643				0.071	-0.071					
+D+S+H	6.643				0.071	-0.071					
+D+0.750Lr+0.750L+H	14.518				0.071	-0.071					
+D+0.750L+0.750S+H	14.518				0.071	-0.071					
+D+0.60W+H	6.643				-0.798	-1.134					
+D+0.750Lr+0.450W+H	6.643				-0.581	-0.868					
+D+0.750S+0.450W+H	6.643				-0.581	-0.868					
+0.60D+0.60W+0.60H	3.986				-0.826	-1.106					
+D+0.70E+0.60H	6.643				0.071	-0.071					
+D+0.750L+0.750S+0.5250E+H	14.518				0.071	-0.071					
+0.60D+0.70E+H	3.986				0.042	-0.042					

Note: Only non-zero reactions are listed.

**Extreme Reactions**

Item	Extreme Value	Axial Reaction		k	Y-Y Axis Reaction		M <sub>x</sub> - End Moments		k-ft	M <sub>y</sub> - End Moments	
		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
Axial @ Base	Maximum	17.143			0.071	-0.071					
"	Minimum	3.986			-0.826	-1.106					
Reaction, X-X Axis Base	Maximum	6.643			0.071	-0.071					
"	Minimum	6.643			0.071	-0.071					
Reaction, Y-Y Axis Base	Maximum	6.643			0.071	-0.071					
"	Minimum	3.986			-0.826	-1.106					
Reaction, X-X Axis Top	Maximum	6.643			0.071	-0.071					
"	Minimum	6.643			0.071	-0.071					
Reaction, Y-Y Axis Top	Maximum	3.986			0.042	-0.042					
"	Minimum	6.643			0.071	-0.071					
Moment, X-X Axis Base	Maximum	6.643			0.071	-0.071					
"	Minimum	6.643			0.071	-0.071					
Moment, Y-Y Axis Base	Maximum	6.643			0.071	-0.071					
"	Minimum	6.643			0.071	-0.071					
Moment, X-X Axis Top	Maximum	6.643			0.071	-0.071					
"	Minimum	6.643			0.071	-0.071					
Moment, Y-Y Axis Top	Maximum	6.643			0.071	-0.071					
"	Minimum	6.643			0.071	-0.071					

**Maximum Deflections for Load Combinations**

Load Combination	Max. X-X Deflection		Distance	Max. Y-Y Deflection		Distance
	in	ft		in	ft	
+D+H	0.0000	in	0.000	0.018	in	4.973
+D+L+H	0.0000	in	0.000	0.018	in	4.973
+D+Lr+H	0.0000	in	0.000	0.018	in	4.973
+D+S+H	0.0000	in	0.000	0.018	in	4.973
+D+0.750Lr+0.750L+H	0.0000	in	0.000	0.018	in	4.973
+D+0.750L+0.750S+H	0.0000	in	0.000	0.018	in	4.973
+D+0.420W+H	0.0000	in	0.000	-0.307	in	6.718
+D+0.750Lr+0.420W+H	0.0000	in	0.000	-0.307	in	6.718
+D+0.750S+0.420W+H	0.0000	in	0.000	-0.307	in	6.718
+0.60D+0.420W+0.60H	0.0000	in	0.000	-0.313	in	6.631
+D+0.70E+0.60H	0.0000	in	0.000	0.018	in	4.973
+D+0.750L+0.750S+0.5250E+H	0.0000	in	0.000	0.018	in	4.973
+0.60D+0.70E+H	0.0000	in	0.000	0.011	in	4.973

**Steel Column**

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KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 LRFD Capacity ASD Deflection Check

**Maximum Deflections for Load Combinations**

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
D Only	0.0000 in	0.000 ft	0.018 in	4.973 ft
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
+0.420W	0.0000 in	0.000 ft	-0.322 in	6.544 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

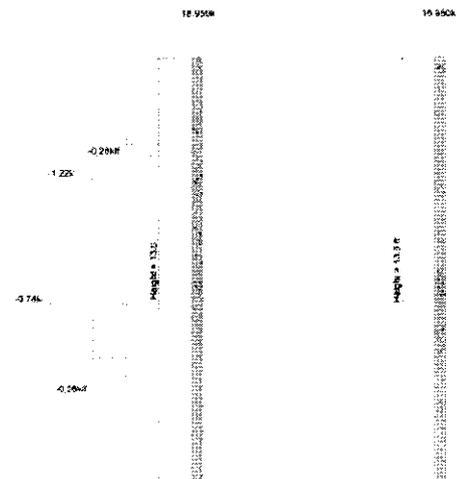
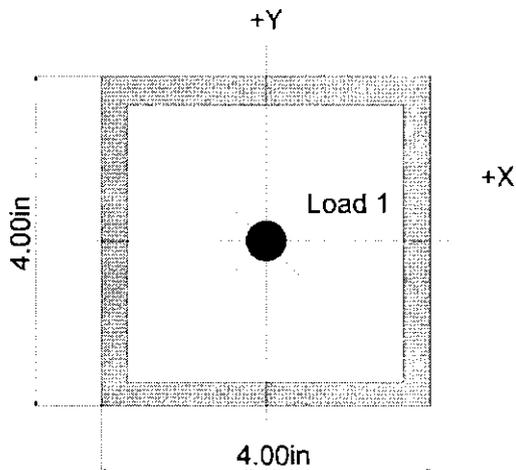
**Steel Section Properties :**

**HSS4x4x5/16**

Depth	=	4.000 in	I <sub>xx</sub>	=	9.14 in <sup>4</sup>	J	=	15.300 in <sup>4</sup>
Design Thick	=	0.291 in	S <sub>xx</sub>	=	4.57 in <sup>3</sup>			
Width	=	4.000 in	R <sub>xx</sub>	=	1.490 in			
Wall Thick	=	0.313 in	Z <sub>x</sub>	=	5.590 in <sup>3</sup>			
Area	=	4.100 in <sup>2</sup>	I <sub>yy</sub>	=	9.140 in <sup>4</sup>	C	=	7.910 in <sup>3</sup>
Weight	=	14.830 plf	S <sub>yy</sub>	=	4.570 in <sup>3</sup>			
			R <sub>yy</sub>	=	1.490 in			

Ycg = 0.000 in

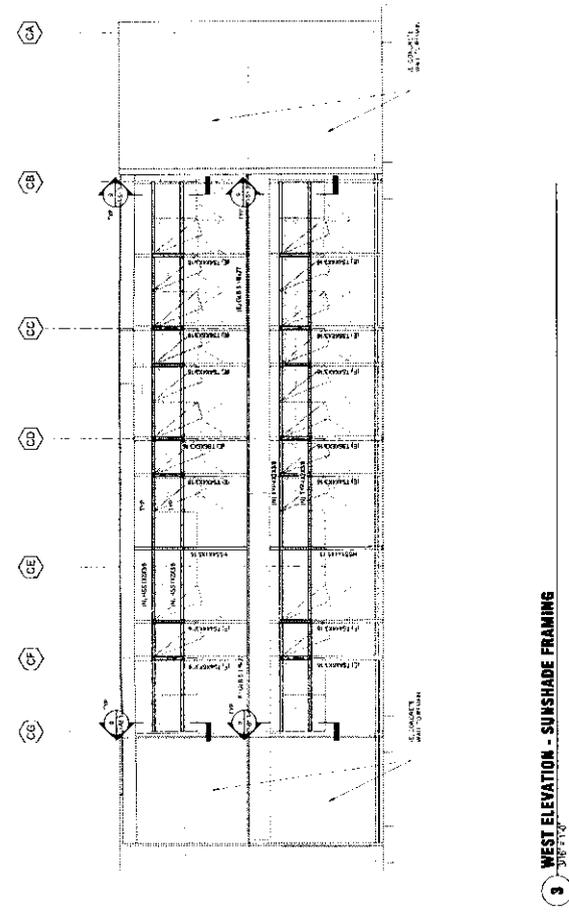
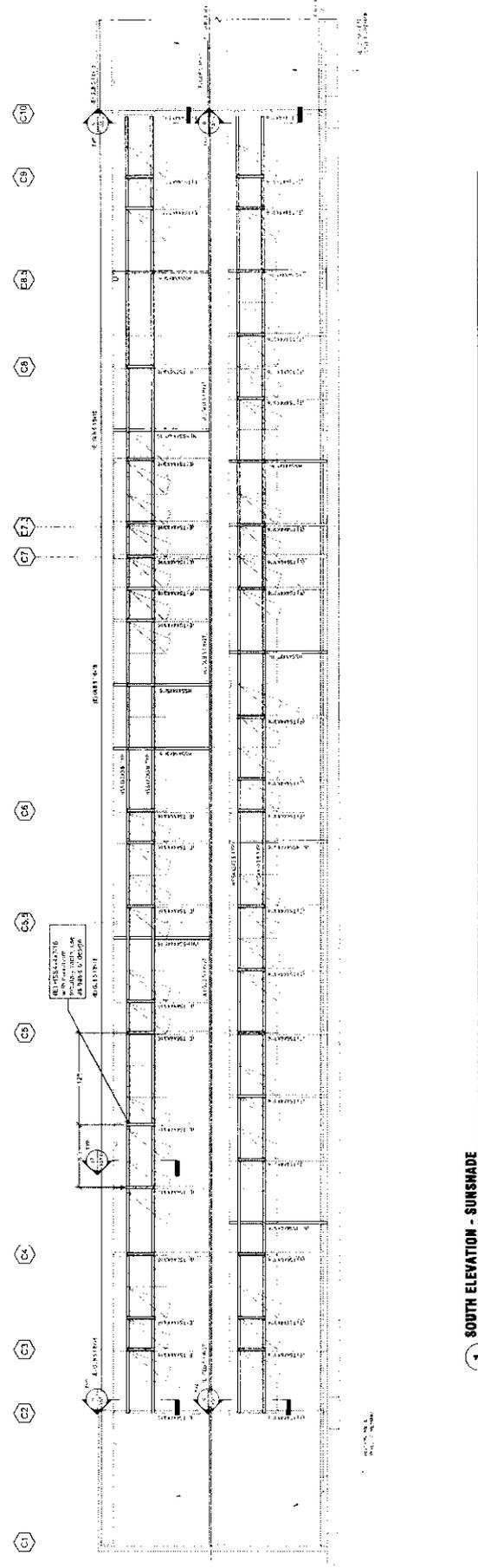
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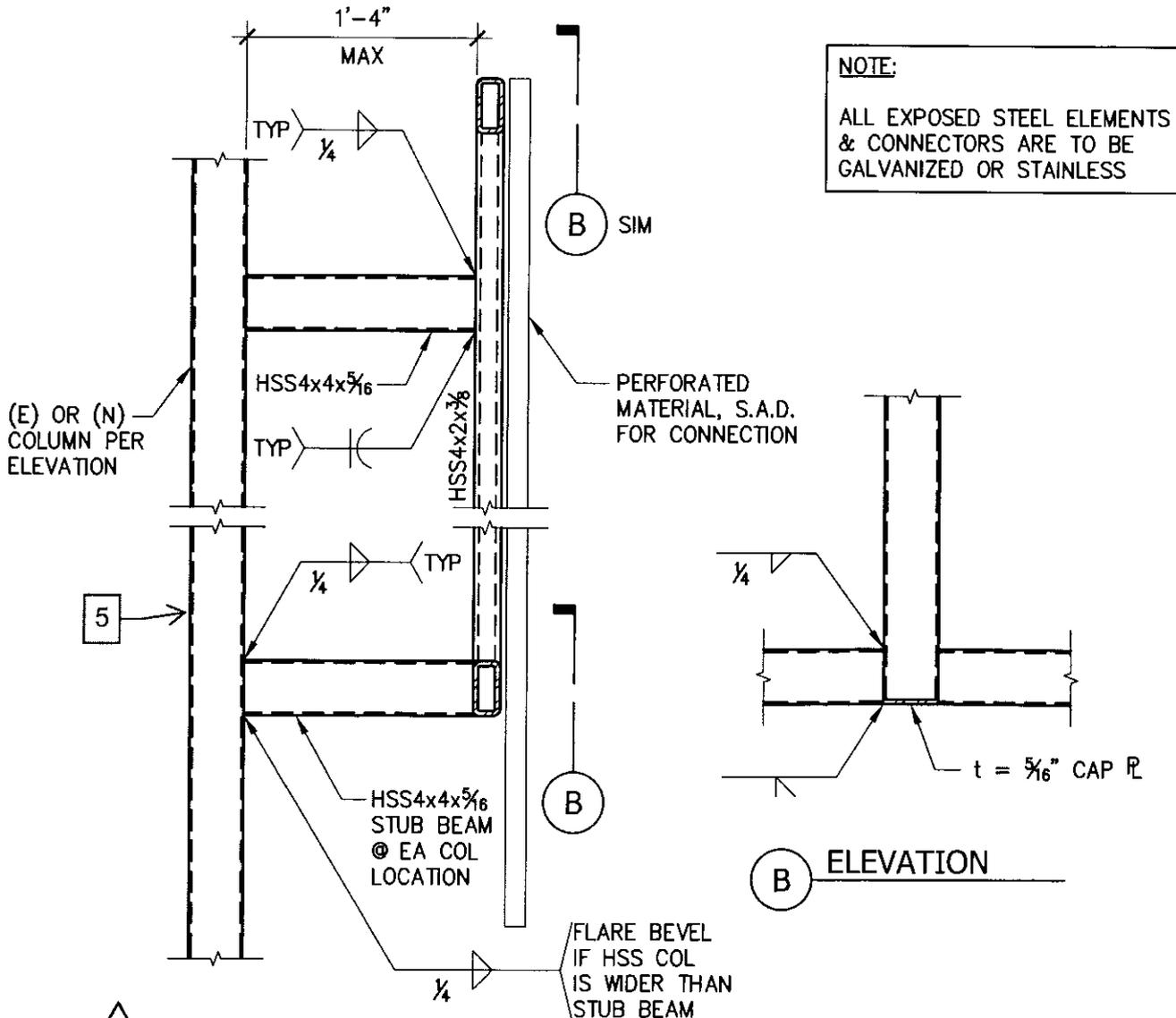




Fremont High School Building B: Classroom Building  
KPW Project No. 16C234

## D.1 (E) HSS Column Check





CCD 3-001

17

# SUNSHADE FRAMING

From 3-S7.1

Scale: NTS

**KPW**

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PROJECT \_\_\_\_\_

JOB NO. \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

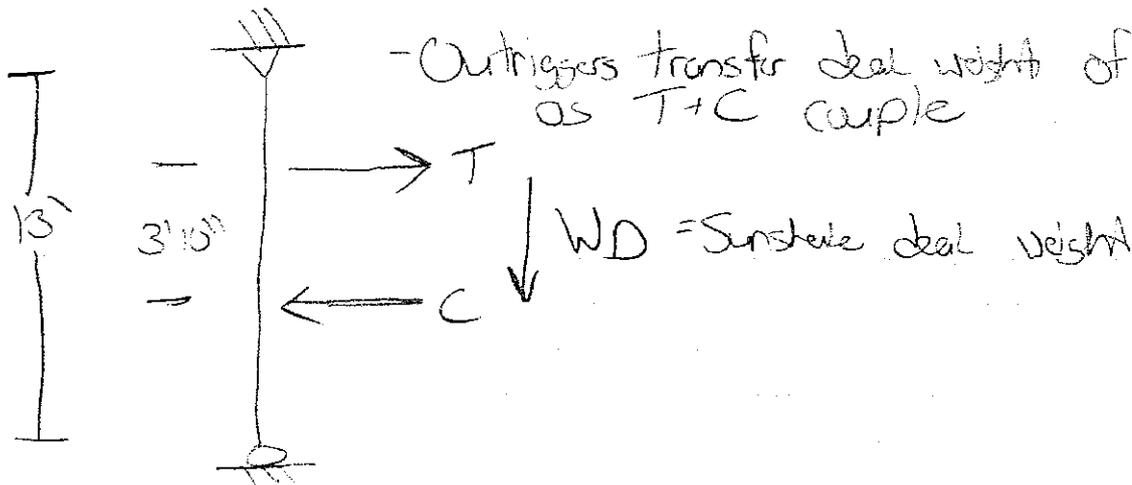
SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

Cheek (E) HSS 4x4x3/16 Capacity

- Max tributary width = 10ft

- Outriggers transfer dead weight of sunshade as T+C couple



$$\begin{aligned}
 WD &= (12.09 \text{ plf}) \times (5 \text{ ft} + 10 \text{ ft} \times 2) \\
 &+ (5 \text{ ft} \times 10 \text{ ft}) (5 \text{ psf}) \\
 &= 553 \text{ lbs}
 \end{aligned}$$

$$C = T = \frac{WD \times 14 \text{ ft}}{310 \text{ in}} = 192 \text{ lbs}$$

$$W (\text{From B.I.}) = \pm 28.2 \text{ psf (nonuniform)}$$

$$w = \pm 28.2 \text{ psf} \times 10 \text{ ft} = \pm 282 \text{ plf}$$

$$W (\text{point load from sunshade})$$

$$= \pm 25 \text{ psf} \times 5 \text{ ft} \times 10 \text{ ft} = 1410 \text{ lbs}$$

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JOB NO. \_\_\_\_\_

BY \_\_\_\_\_

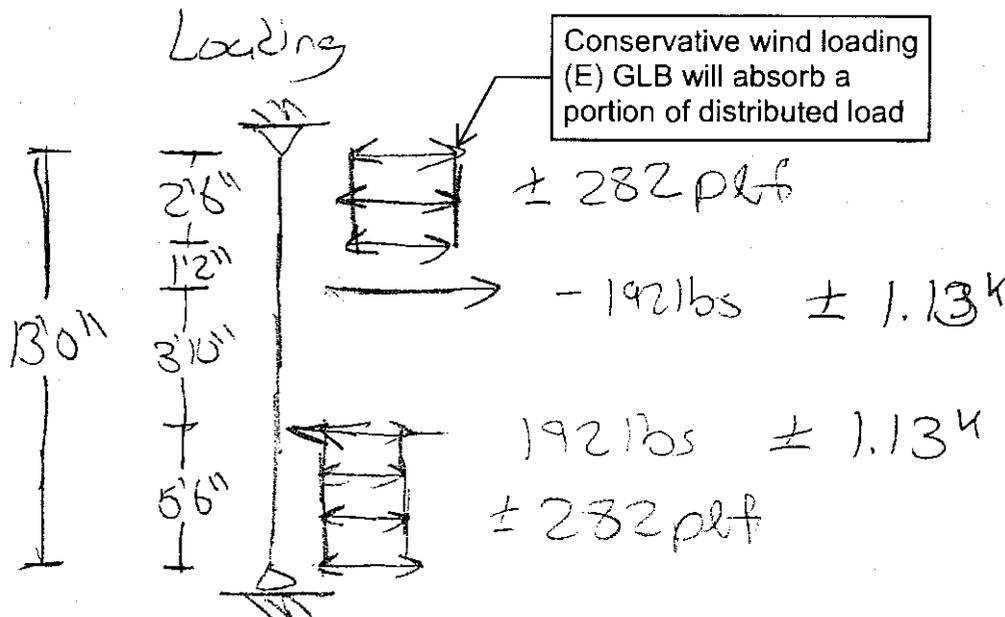
DATE \_\_\_\_\_

SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

- Copy horizontal loading from (N) Sunshade Column in Section C.1 (4)
- Consider 20% perforations = Conservative

$$W(\text{point load}) = 0.8 \times 1.4K = 1.13K$$



- Per CBC 1604.3.1

check - Use  $0.42W$  for ASD Deflection

- Limit deflection to  $L/240 = 0.65''$

- See attached from exccelle

(E)  $4 \times 4 \times 3/16$  OK with max tributary width of 10ft

**Steel Column**

File = F:\PROJEC-1116C000-1116C234-1\Design\CALCUL-1\Enercalc\16C234\_Building B.ec6  
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**DESCRIPTION:** (E) HSS 4x4x3/16 LRFD Capacity ASD Deflection Check

**Code References**

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10  
 Load Combinations Used : ASCE 7-16

**General Information**

Steel Section Name :	<b>HSS4x4x3/16</b>	Overall Column Height	13.0 ft
Analysis Method :	Load Resistance Factor	Top & Bottom Fixity	Top & Bottom Pinned
Steel Stress Grade	A500, Grade B, Fy = 46 ksi, Carbon	Brace condition for deflection (buckling) along columns :	
Fy : Steel Yield	46.0 ksi	X-X (width) axis :	
E : Elastic Bending Modulus	29,000.0 ksi	Unbraced Length for buckling ABOUT Y-Y Axis = 13.0 ft, K = 1.0	
		Y-Y (depth) axis :	
		Unbraced Length for buckling ABOUT X-X Axis = 13.0 ft, K = 1.0	

**Applied Loads**

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 122.460 lbs \* Dead Load Factor

**AXIAL LOADS . . .**

Axial Load at 7.417 ft, D = 0.5530 k

**BENDING LOADS . . .**

Dead and Wind Loads From Outriggers: Lat. Point Load at 5.50 ft creating Mx-x, D = 0.1920, W = 1.130 k  
 Dead and Wind Loads From Outriggers: Lat. Point Load at 9.333 ft creating Mx-x, D = -0.1920, W = 1.130 k  
 C+C Wind Loading: Lat. Uniform Load from 0.0-->5.50 ft creating Mx-x, W = 0.2820 k/ft  
 C+C Wind Loading: Lat. Uniform Load from 10.50-->13.0 ft creating Mx-x, W = 0.2820 k/ft

**DESIGN SUMMARY**

**Bending & Shear Check Results**

**PASS** Max. Axial+Bending Stress Ratio = **0.6822** : 1  
 Load Combination +1.20D+0.50Lr+L+W+1.60H  
 Location of max.above base 5.497 ft  
 At maximum location values are . . .  
 Pu 0.8106 k  
 0.9 \* Pn 54.038 k  
 Mu-x 8.543 k-ft  
 0.9 \* Mn-x : 12.662 k-ft  
 Mu-y 0.0 k-ft  
 0.9 \* Mn-y : 12.662 k-ft

**Maximum Load Reactions . .**

Top along X-X 0.0 k  
 Bottom along X-X 0.0 k  
 Top along Y-Y 2.255 k  
 Bottom along Y-Y 2.261 k

**Maximum Load Deflections . . .**

Along Y-Y 0.5801 in at 6.369 ft above base  
 for load combination : +D+0.420W+H  
 Along X-X 0.0 in at 0.0 ft above base  
 for load combination :

**PASS** Maximum Shear Stress Ratio = **0.09297** : 1  
 Load Combination +1.20D+0.50Lr+L+W+1.60H  
 Location of max.above base 0.0 ft  
 At maximum location values are . . .  
 Vu : Applied 2.329 k  
 Vn \* Phi : Allowable 25.054 k

**Load Combination Results**

Load Combination	Maximum Axial + Bending Stress Ratios			Cb <sub>x</sub>	Cb <sub>y</sub>	K <sub>x</sub> L <sub>x</sub> /R <sub>x</sub>	K <sub>y</sub> L <sub>y</sub> /R <sub>y</sub>	Maximum Shear Ratios		
	Stress Ratio	Status	Location					Stress Ratio	Status	Location
+1.40D+1.60H	0.043	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.008	PASS	5.58 ft
+1.20D+0.50Lr+1.60L+1.60H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.006	PASS	5.58 ft
+1.20D+1.60L+0.50S+1.60H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.006	PASS	5.58 ft
+1.20D+1.60Lr+L+1.60H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.006	PASS	5.58 ft
+1.20D+1.60Lr+0.50W+1.60H	0.360	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.048	PASS	0.00 ft
+1.20D+1.60Lr-0.50W+1.60H	0.301	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.048	PASS	13.00 ft
+1.20D+L+1.60S+1.60H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.006	PASS	5.58 ft
+1.20D+1.60S+0.50W+1.60H	0.360	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.048	PASS	0.00 ft
+1.20D+1.60S-0.50W+1.60H	0.301	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.048	PASS	13.00 ft
+1.20D+0.50Lr+L+W+1.60H	0.682	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.093	PASS	0.00 ft
+1.20D+0.50Lr+L-W+1.60H	0.623	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.093	PASS	13.00 ft
+1.20D+L+0.50S+W+1.60H	0.682	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.093	PASS	0.00 ft
+1.20D+L+0.50S-W+1.60H	0.623	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.093	PASS	13.00 ft

**Steel Column**

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DESCRIPTION: (E) HSS 4x4x3/16 LRFD Capacity ASD Deflection Check

**Load Combination Results**

Load Combination	Maximum Axial + Bending Stress Ratios				Maximum Shear Ratios					
	Stress Ratio	Status	Location	Cbx	Cby	KxLx/Rx	KyLy/Ry	Stress Ratio	Status	Location
+0.90D+W+1.60H	0.673	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.092	PASS	0.00 ft
+0.90D-W+1.60H	0.629	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.092	PASS	13.00 ft
+1.20D+L+0.20S+E+1.90H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.006	PASS	5.58 ft
+0.90D+E+0.90H	0.028	PASS	5.50 ft	1.19	1.00	100.65	100.65	0.005	PASS	5.58 ft

**Maximum Reactions**

Load Combination	Axial Reaction		X-X Axis Reaction		k	Y-Y Axis Reaction		Mx - End Moments		k-ft	My - End Moments	
	@ Base		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
+D+H	0.675					0.057	-0.057					
+D+L+H	0.675					0.057	-0.057					
+D+Lr+H	0.675					0.057	-0.057					
+D+S+H	0.675					0.057	-0.057					
+D+0.750Lr+0.750L+H	0.675					0.057	-0.057					
+D+0.750L+0.750S+H	0.675					0.057	-0.057					
+D+0.60W+H	0.675					1.413	1.296					
+D+0.750Lr+0.450W+H	0.675					1.074	0.958					
+D+0.750S+0.450W+H	0.675					1.074	0.958					
+0.60D+0.60W+0.60H	0.405					1.391	1.319					
+D+0.70E+0.60H	0.675					0.057	-0.057					
+D+0.750L+0.750S+0.5250E+H	0.675					0.057	-0.057					
+0.60D+0.70E+H	0.405					0.034	-0.034					
D Only	0.675					0.057	-0.057					
Lr Only												
L Only												
S Only												
W Only						2.261	2.255					
E Only												
H Only												

Note: Only non-zero reactions are listed.

**Extreme Reactions**

Item	Extreme Value	Axial Reaction		X-X Axis Reaction		k	Y-Y Axis Reaction		Mx - End Moments		k-ft	My - End Moments	
		@ Base		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
Axial @ Base	Maximum	0.675					0.057	-0.057					
"	Minimum												
Reaction, X-X Axis Base	Maximum	0.675					0.057	-0.057					
"	Minimum	0.675					0.057	-0.057					
Reaction, Y-Y Axis Base	Maximum						2.261	2.255					
"	Minimum												
Reaction, X-X Axis Top	Maximum	0.675					0.057	-0.057					
"	Minimum	0.675					0.057	-0.057					
Reaction, Y-Y Axis Top	Maximum	0.675					1.413	1.296					
"	Minimum	0.675					0.057	-0.057					
Moment, X-X Axis Base	Maximum	0.675					0.057	-0.057					
"	Minimum	0.675					0.057	-0.057					
Moment, Y-Y Axis Base	Maximum	0.675					0.057	-0.057					
"	Minimum	0.675					0.057	-0.057					
Moment, X-X Axis Top	Maximum	0.675					0.057	-0.057					
"	Minimum	0.675					0.057	-0.057					
Moment, Y-Y Axis Top	Maximum	0.675					0.057	-0.057					
"	Minimum	0.675					0.057	-0.057					

**Maximum Deflections for Load Combinations**

Load Combination	Max. X-X Deflection		Max. Y-Y Deflection	
	Distance		Distance	
+D+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+L+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+Lr+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+S+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+0.750Lr+0.750L+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+0.750L+0.750S+H	0.0000 in	0.000 ft	0.021 in	4.973 ft

**Steel Column**

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**DESCRIPTION:** (E) HSS 4x4x3/16 LRFD Capacity ASD Deflection Check

**Maximum Deflections for Load Combinations**

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
+D+0.420W+H	0.0000 in	0.000 ft	0.580 in	6.369 ft
+D+0.750Lr+0.420W+H	0.0000 in	0.000 ft	0.580 in	6.369 ft
+D+0.750S+0.420W+H	0.0000 in	0.000 ft	0.580 in	6.369 ft
+0.60D+0.420W+0.60H	0.0000 in	0.000 ft	0.573 in	6.369 ft
+D+0.70E+0.60H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+0.750L+0.750S+0.5250E+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+0.60D+0.70E+H	0.0000 in	0.000 ft	0.013 in	4.973 ft
D Only	0.0000 in	0.000 ft	0.021 in	4.973 ft
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
+0.420W	0.0000 in	0.000 ft	0.562 in	6.456 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

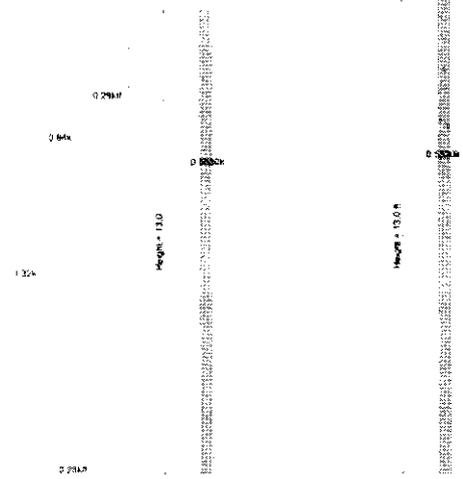
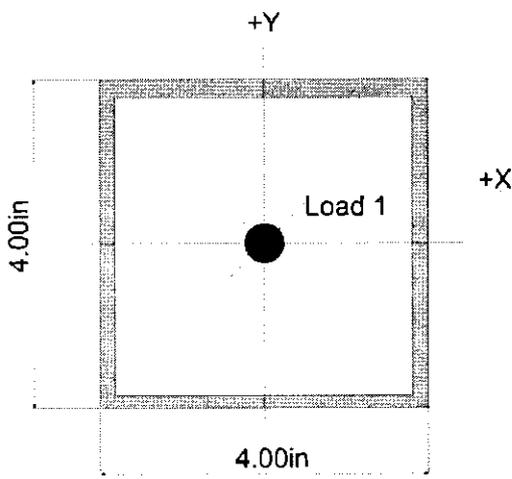
**Steel Section Properties :**

**HSS4x4x3/16**

Depth	=	4.000 in	I <sub>xx</sub>	=	6.21 in <sup>4</sup>	J	=	10.000 in <sup>4</sup>
Design Thick	=	0.174 in	S <sub>xx</sub>	=	3.10 in <sup>3</sup>			
Width	=	4.000 in	R <sub>xx</sub>	=	1.550 in			
Wall Thick	=	0.187 in	Z <sub>x</sub>	=	3.670 in <sup>3</sup>			
Area	=	2.580 in <sup>2</sup>	I <sub>yy</sub>	=	6.210 in <sup>4</sup>	C	=	5.070 in <sup>3</sup>
Weight	=	9.420 plf	S <sub>yy</sub>	=	3.100 in <sup>3</sup>			
			R <sub>yy</sub>	=	1.550 in			

Y<sub>cg</sub> = 0.000 in

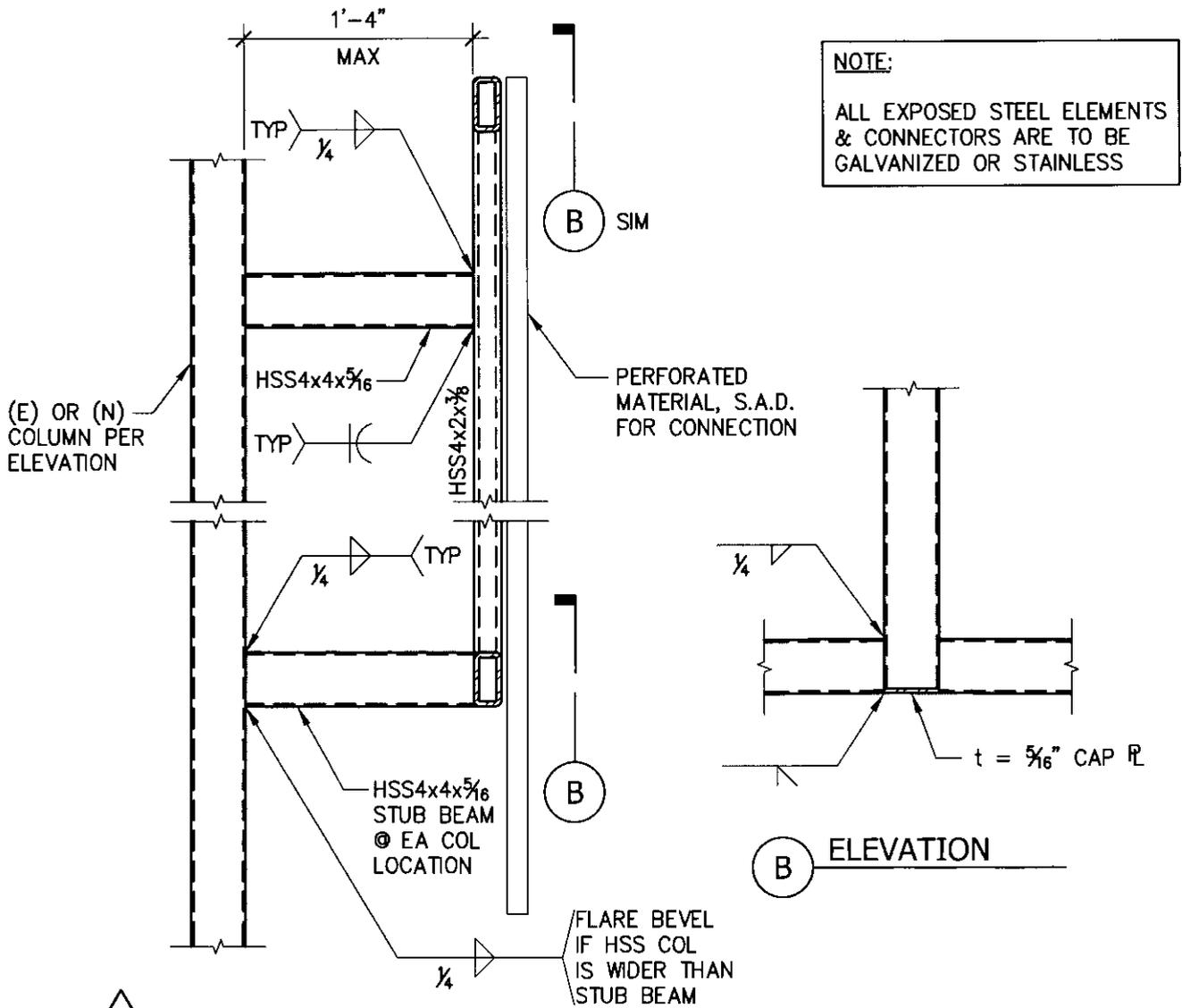
**Sketches**





Fremont High School Building B: Classroom Building  
KPW Project No. 16C234

## E.1 Connection Design



CCD 3-001

17

# SUNSHADE FRAMING

From 3-S7.1

Scale: NTS

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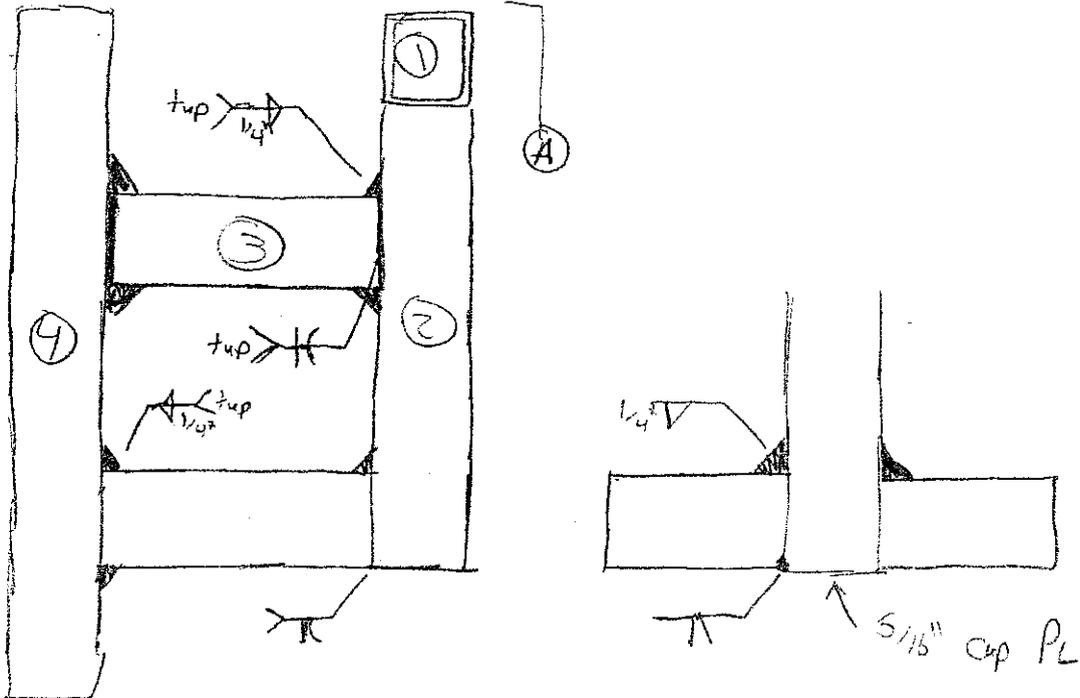
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## Connection Design: LRFD Demand (U.O.N)



Connection Detail:

A

### ① Sunshide Beam Weld

1/4" Fillet + Groove on each side

Just cheek fillets

$$\phi R_n = 1.392 D l \quad (\text{AISC Table J2.5})$$

$$D = 4 \quad l = 2''$$

$$\phi R_n = 1.392 \times 4 \times 2 = 11 \text{ kips} \times 2 = 22 \text{ wps}$$

$$R_u = 0.72^u + 1.4^u \text{ ft} (\text{From Enbridge}) = \underline{\underline{0.1}} \text{ by inspection}$$

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DATE \_\_\_\_\_

SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

② Sun Shade Jamb Welds

3 fillet welds + 1 groove

$$\phi R_n = 1.392 D l$$

$$D = 4 \quad l = 4''$$

$$\phi R_n = 22.3 \text{ kips} \times 2 = 44.6 \text{ kips}$$

$$R_u = 1.944$$

$$+ 4.56 \text{ k-ft}$$

- Ok by inspection③ Outrigger Connection

- Outerside already ok from ②

2 fillet welds on inner side

$$\phi R_n = 1.302 D l$$

$$D = 4 \quad l = 2''$$

$$\phi R_n = 11.14 \times 2 = 22.3 \text{ k}$$

$$R_u = V_u + P_u (\text{tension})$$

$$= 565 \text{ lbs} (\downarrow) + 1.34 (\rightarrow)$$

Ok by inspection

# KPW

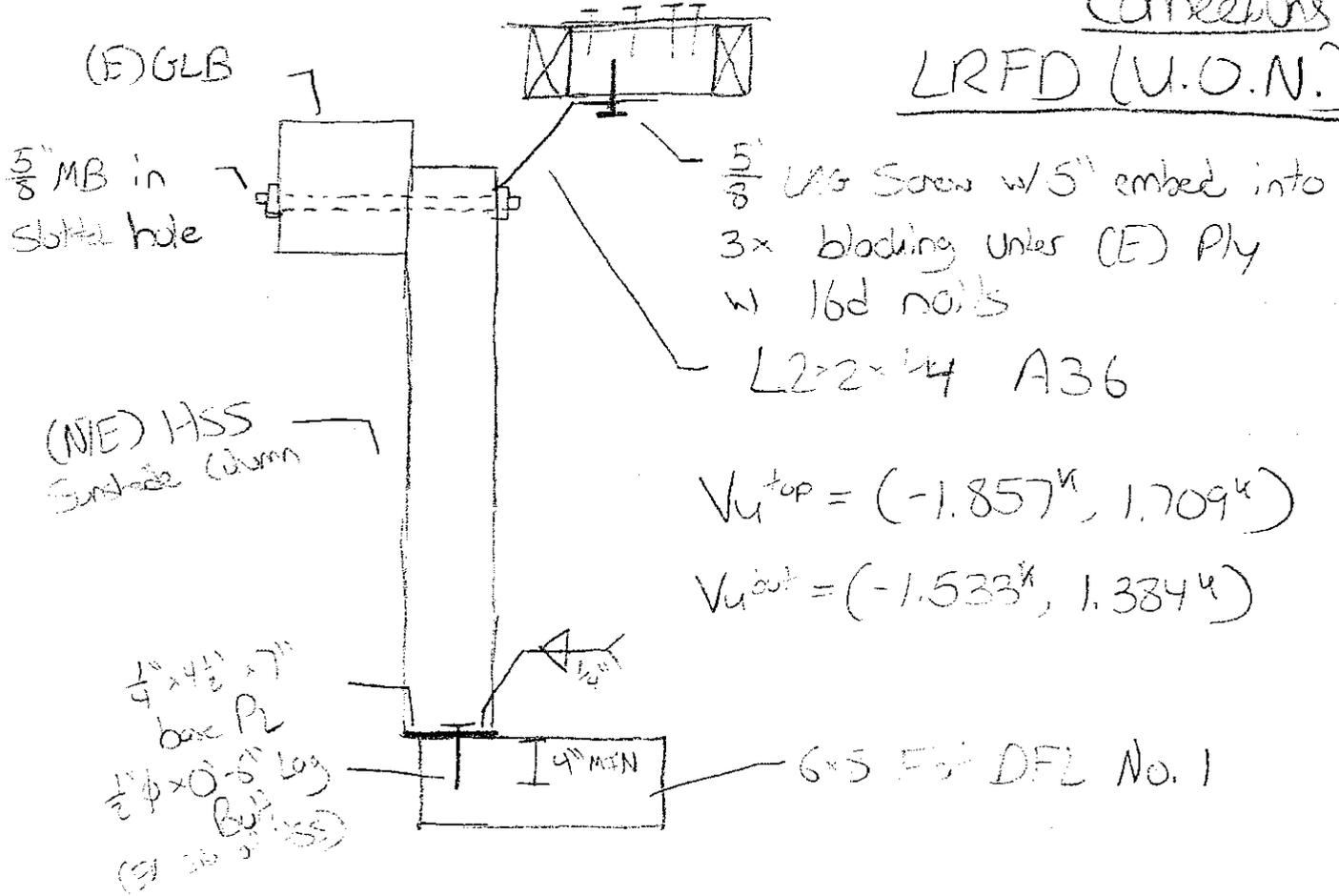
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④ Check (New/Existing) HSS Col Top & Bottom

Connections  
LRFD (U.O.N.)

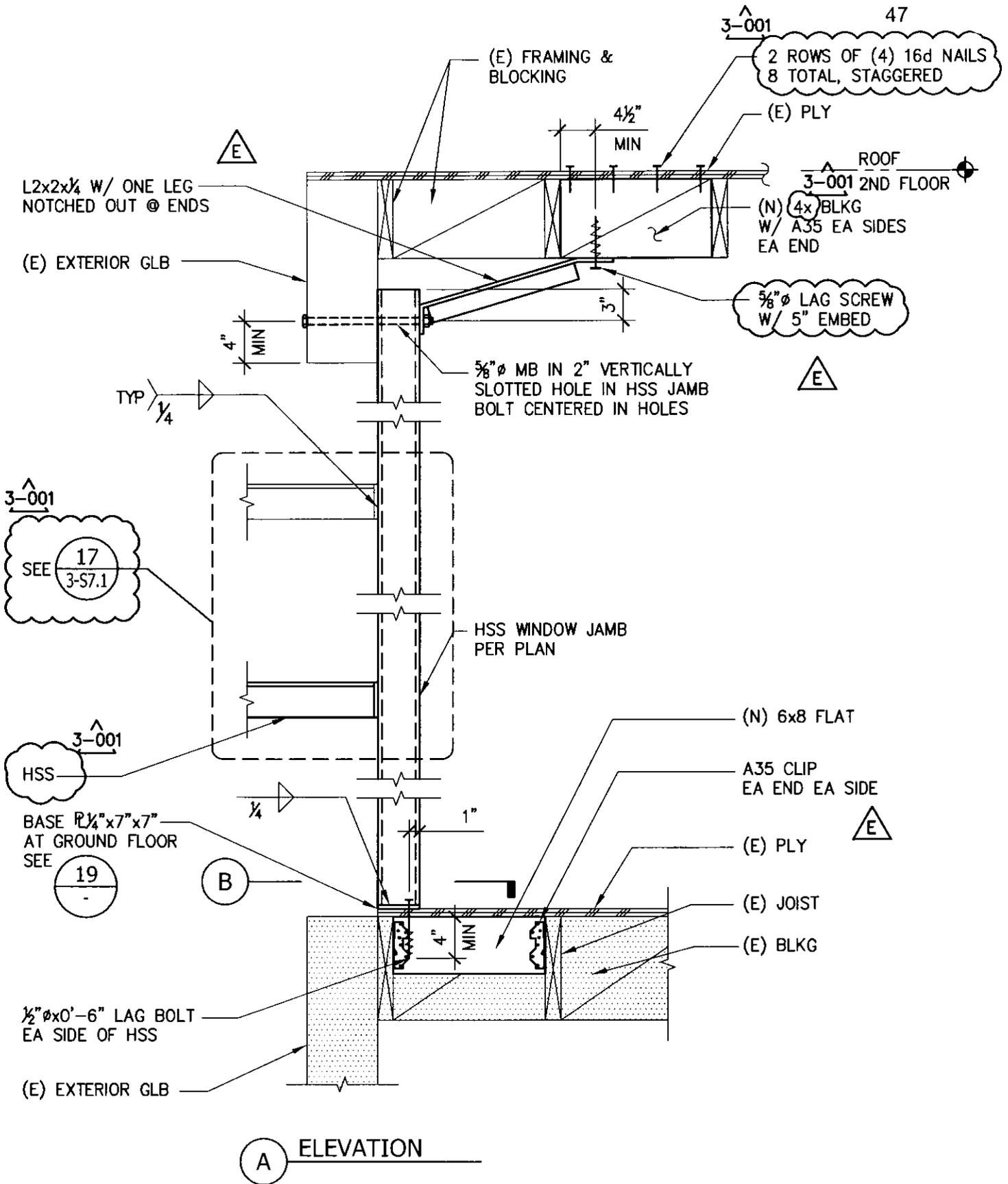


$V_u^{top} = (-1.857^k, 1.709^k)$   
 $V_u^{bot} = (-1.533^k, 1.384^k)$

Bottom:

Weld between HSS and Base Plate:

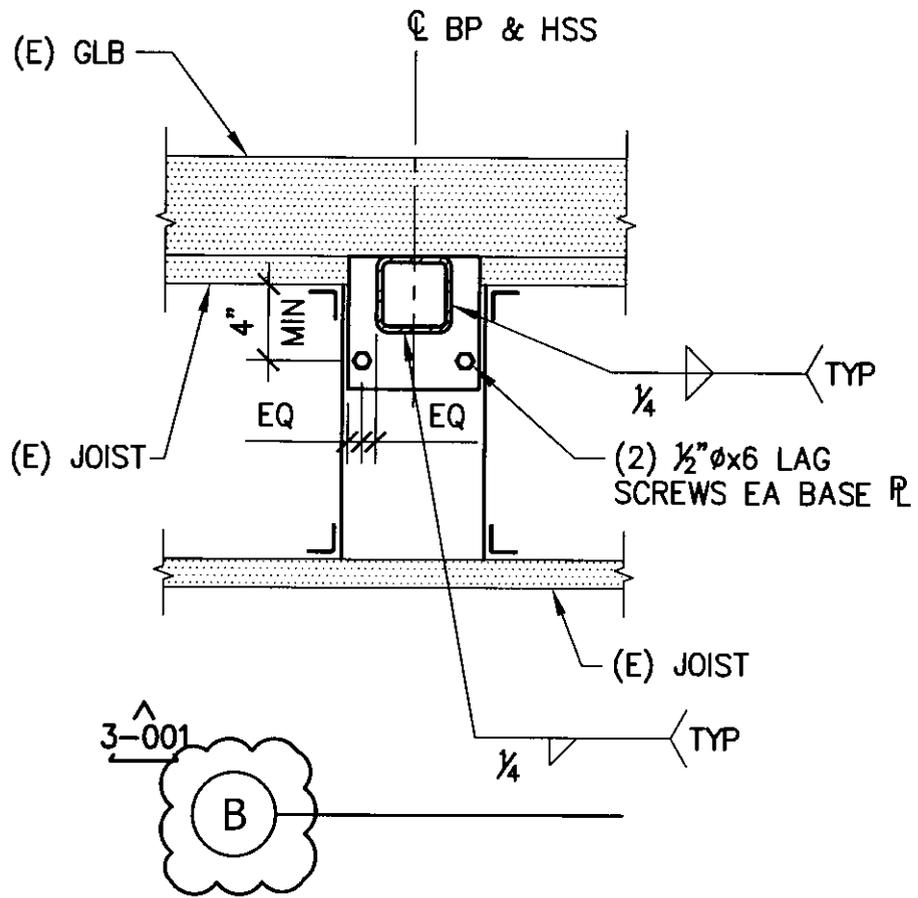
- Ok by inspection



18 SUN SHADE ATTACHMENT DETAIL

From 3-S8.4

Scale: NTS



From 3-S8.4

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 $\frac{1}{2}$ "  $\phi$   $\times$  0'-6" LAG Bolts (2) : ← At base of column

- Using NDS Yield Limit Equations (Table 12.3.1A)

$$\phi Z'_{\text{bolt}} = 7831 \text{ lbs} \quad \text{- See attached}$$

- Use 2 bolts

$$\phi Z' = 15731 \text{ lbs}$$

$$Z_u = 15331 \text{ lbs}$$

$$\phi Z' > Z_u$$

$\text{OCR} = 0.97$

(2)  $\frac{1}{2}$ "  $\phi$   $\times$  0'-6" LAG Bolt du(E) Connection at column base duAt base of column6 $\times$ 8 DFL ← Check compression

$$F'_{c\perp} = F_{c\perp} \times C_M \times C_t \times C_i \times C_b \times K_F \times \phi$$

$$F_{c\perp} = 625 \text{ psi} \quad C_M = 1.0 = C_t = C_i = C_b$$

$$\phi = 0.90 \quad K_F = 1.67$$

$$F'_{c\perp} = 940 \text{ psi}$$

$$\text{Berley Area} = 7'' \times 3'' = 21 \text{ in}^2$$

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$$\phi P_n = 19.74k \quad P_u = 18.5k$$

$$\boxed{DCR = 0.94}$$

6x8 DFL No.1 Cu

Top:

5/8"  $\phi$  MB A307

$$V_u = 1.857k$$

$$f_y = 36 \text{ ksi (A307 bolt)}$$

$$A_b = \pi (5/8)^2 / 4 = 0.31 \text{ in}^2$$

$$F_y = f_y A_b = 10.8k$$

$$\phi F_y = 0.9 \times 10.8 = 9.72k$$

$$\phi F_y > V_u \quad \boxed{DCR = 0.19}$$

5/8"  $\phi$  MB A307 Cu

L2x2x1/4 A36:

$$\phi M_n = \phi \times Z \times f_y$$

$$= 0.9 \times 0.44 \text{ in}^3 \times 36 \text{ ksi} = 14.3 \text{ k-in}$$

$$M_u = 1.857k \times \text{Distance between MB and Lag Screw}$$

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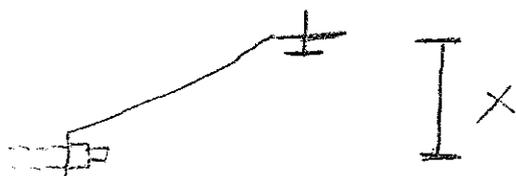
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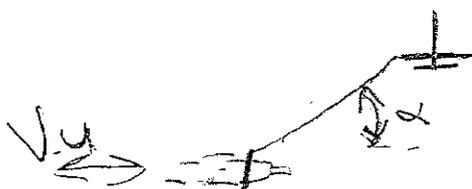
$$X_{max} = 14.31 \text{ k} \cdot \text{in} / 1.857 \text{ k} = 7.7''$$

Say 6'' Max

$$M_u = 11.14 \text{ k} \cdot \text{in} < \phi M_n$$

$$\boxed{DCR = 0.78} \quad \underline{L2'' \times 2'' \times 1/4'' \text{ on}}$$

5/8"  $\phi$  LAG Screw  $\times$  5" embed - A307



$$V_u = 1.857 \text{ k}$$

$V_u$  is broken down into Shear or withdrawal components based on  $\alpha$

$$\alpha = 0^\circ - \text{Pure Shear}$$

$$\alpha = 90^\circ - \text{Pure withdrawal}$$

$$\phi Z' \text{ (Via NDS Yield Equations 12.3.1A - See attached)}$$

$$= 2221 \text{ lbs (For } \alpha = 30^\circ \text{ - conservative assumption)}$$

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PROJECT \_\_\_\_\_

JOB NO. \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

$$W' = W \times C_m \times C_t \times C_{eg} \times C_{tn} \times K_F \times \phi$$

$$C_m = 1.0 = C_t = C_{eg} = C_{tn}$$

$$K_F = 3.32 \quad \phi = 0.65$$

$$W \text{ (NDS Table 12.2A)} = 447 \text{ lbs/in. embed}$$

$$W' = 965 \text{ lbs/in embed}$$

$$\text{Embed} = 5''$$

$$\phi W' = 4823 \text{ lbs}$$

- Check Interaction: Hankinson Formula

$$Z_\alpha = \frac{Z' W'}{Z' \sin^2 \alpha + W' \cos^2 \alpha}$$

least - Based on formula,  $Z_\alpha$  will be the least when  $\alpha = 0$

- Pure shear case

$$-\phi Z' < \phi W'$$

$$Z_{\alpha, \text{min}} = \phi Z' = 2221 \text{ lbs}$$

$$Z'_u = \sqrt{Z_u^2 + W_u^2}$$

$$= (1.857^2 \cos^2(\alpha) + 1.857^2 \sin^2(\alpha))^{1/2}$$

$$= \left[ 1.857^2 (\cos^2(\alpha) + \sin^2(\alpha)) \right]^{1/2} = 1$$

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$$Z_u^1 = 1.857 \text{ lbs}$$

$$\phi Z^1 = 2221 \text{ lbs (Conservative assumption)}$$

$$\phi Z^1 > Z_u^1 \quad \boxed{\text{OCR} = 0.84}$$

$\frac{5}{8} \phi$  LAG Screw  $\times$  5" embed on

Check 16d nails over (E) Ply - ASD Design

- Using NDS Table 12N

$$Z = 105 \text{ lbs}$$

$$Z^1 = Z \times C_D \times C_M \times C_t \times C_g \times C_w \times C_{eg} \times C_{di} \times C_{tn}$$

$$C_D = 1.6 \quad C_M = C_t = C_g = C_w = C_{eg} = C_{tn} = 1.0$$

$$C_{di} = 1.1$$

$$Z^1 = 185 \text{ lbs}$$

$$Z_u = 1134 \text{ lbs (From envelope ASD Data)}$$

- Use: (8) 16d nails

$$Z^1 = 1480 \text{ lbs} > Z_u \quad \boxed{\text{OCR} = 0.77}$$

- Use (2) rows of (4) 16d nails, staggered

NDS Yield Limit Check For Bottom Connection - 0.5"Ø x 0'-6" Lag Bolt



PROJECT	Fremont HS Sun Shade		
JOB NO.	16C234		
BY	AJD	DATE	8/14/2019
SHEET NO.	OF		

NDS 2018 Connection Yield Limit Check

Inputs	
D - fastener diameter (in.)	0.5 in
$l_m$ - Dowel bearing length in main member (in.)	4 in
$l_s$ - Dowel bearing length in side member (in.)	0.25 in
$F_{em}$ - Dowel bearing strength of main member (psi)	5600 psi
$F_{es}$ - Dowel bearing strength of side member (psi)	75000 psi
$F_{yb}$ - Bending yield strength of fastener (psi)	45000 psi
$\theta$ - Angle between direction of load and direction of grain	0

Coefficients and Ratios	
$R_e$	0.07
$R_t$	16.00
$k_1$	0.49
$k_2$	0.50
$k_3$	7.56

$$k_1 = \frac{\sqrt{R_e + 2R_e^2(1 + R_t + R_t^2) + R_t^2 R_e^3} - R_e(1 + R_t)}{(1 + R_e)}$$

$$k_2 = -1 + \sqrt{2(1 + R_e) + \frac{2F_{yb}(1 + 2R_e)D^2}{3F_{em}\ell_m^2}}$$

$$k_3 = -1 + \sqrt{\frac{2(1 + R_e)}{R_e} + \frac{2F_{yb}(2 + R_e)D^2}{3F_{em}\ell_s^2}}$$

$$R_e = F_{em}/F_{es}$$

$$R_t = \ell_m/\ell_s$$

Single Shear			
$I_m$	2800 lbs	$I_m$	$Z = \frac{D \ell_m F_{em}}{R_t}$ (12.3-1)
$I_s$	2344 lbs	$I_s$	$Z = \frac{D \ell_s F_{es}}{R_e}$ (12.3-2)
$II$	1276 lbs	$II$	$Z = \frac{k_1 D \ell_s F_{em}}{R_t}$ (12.3-3)
$III_m$	1518 lbs	$III_m$	$Z = \frac{k_2 D \ell_m F_{em}}{(1 + 2R_e)R_s}$ (12.3-4)
$III_s$	797 lbs	$III_s$	$Z = \frac{k_3 D \ell_s F_{em}}{(2 + R_e)R_s}$ (12.3-5)
$IV$	977 lbs	$IV$	$Z = \frac{D^2}{R_e} \sqrt{\frac{2F_{yb}F_{ro}}{3(1 + R_e)}}$ (12.3-6)
$Z_{min}$	797 lbs		

Apply NDS Coefficients	
$C_m$ Wet Service Factor (Table 11.3.3)	1
$C_t$ - Temperature Factor (Table 2.3.3)	1
$C_g$ - Group Action Factor (See attached)	0.91
$C_d$ Geometry Factor (Table 12.5.1A)	0.5
$C_{eg}$ End Grain Factor (12.5.2)	1
$C_{di}$ Diaphragm Factor (12.5.3)	1
$C_{tn}$ Toe-Nail Factor (12.5.4)	1
$K_f$ Format Conversion Factor	3.32
$\phi$ - Resistance Factor	0.65
$\lambda$ - Time Effect Factor (Table N3)	1
$Z'$	783 lbs
No. Bolts	2
<b>Connection Strength</b>	<b>1567 lbs</b>
<b>DESIGN OK</b>	

<b>C<sub>g</sub> Calculation</b>		
$C_g = \left[ \frac{m(1-m^{2n})}{n[(1+R_{EA})^n(1+m) - 1 + m^{2n}]} \right] \left[ \frac{1+R_{EA}}{1-m} \right] \quad (11.3-1)$		
<b>Inputs</b>		
n - Number of fasteners in a row		2
R <sub>EA</sub> - Stiffness Ratio Comparison		0.56
E <sub>m</sub> - Modulus of elasticity, main member (psi)		2200000 psi
E <sub>s</sub> - Modulus of elasticity, side member (psi)		29000000 psi
A <sub>m</sub> - Gross cross sectional area of main member (in <sup>2</sup> )		41.25 in <sup>2</sup>
A <sub>s</sub> - Sum of cross sectional area of side members (in <sup>2</sup> )		1.75 in <sup>2</sup>
s - Center to center spacing between adjacent fasteners in row (in)		6.5 in
γ - tabulated load/slip modulus for a connection (lbs/in)		95459.42 lbs/in
<b>Ratios Coefficients</b>		
u	1.009532	$m = u - \sqrt{u^2 - 1}$
m	0.871132	$u = 1 + \gamma \frac{s}{2} \left[ \frac{1}{E_m A_m} + \frac{1}{E_s A_s} \right]$
<b>C<sub>g</sub></b>	<b>0.91</b>	

NDS Yield Limit Check For Top Connection - 0.5"Ø x 5" embed Lag Screw



PROJECT	Fremont HS Sun Shade		
JOB NO.	16C234		
BY	AJD	DATE	8/14/2019
SHEET NO.		OF	

NDS 2018 Connection Yield Limit Check

Inputs	
D - fastener diameter (in.)	0.625 in
$l_m$ - Dowel bearing length in main member (in.)	5 in
$l_s$ - Dowel bearing length in side member (in.)	0.25 in
$F_{em}$ - Dowel bearing strength of main member (psi)	5600 psi
$F_{es}$ - Dowel bearing strength of side member (psi)	54000 psi
$F_{yb}$ - Bending yield strength of fastener (psi)	45000 psi
$\theta$ - Angle between direction of load and direction of grain	30

Coefficients and Ratios	
$R_e$	0.10
$R_t$	20.00
$k_1$	0.83
$k_2$	0.52
$k_3$	8.58

$$k_2 = \frac{\sqrt{R_e + 2R_e^2(1 + R_t^2) + R_t^2 R_e^3} - R_e(1 + R_t)}{(1 + R_e)}$$

$$k_2 = -1 + \frac{2F_{yb}(1 + 2R_e)D^2}{3F_{em}l_m^2}$$

$$k_3 = -1 + \frac{2(1 + R_e)}{R_e} + \frac{2F_{yb}(2 + R_e)D^2}{3F_{em}l_s^2}$$

$$R_e = F_{em}/F_{es}$$

$$R_t = l_m/l_s$$

Single Shear				
$I_m$	4038 lbs	$I_m$	$Z = \frac{D l_m F_{em}}{R_t}$	(12.3-1)
$I_s$	1947 lbs	$I_s$	$Z = \frac{D l_s F_{em}}{R_s}$	(12.3-2)
$II$	1806 lbs	$II$	$Z = \frac{k_1 D l_s F_{em}}{R_s}$	(12.3-3)
$III_m$	2171 lbs	$III_m$	$Z = \frac{k_2 D l_m F_{em}}{(1 + 2R_e)R_s}$	(12.3-4)
$III_s$	1029 lbs	$III_s$	$Z = \frac{k_3 D l_s F_{em}}{(2 + R_e)R_s}$	(12.3-5)
$IV$	1390 lbs	$IV$	$Z = \frac{D^2}{R_e} \sqrt{\frac{2F_{em}F_{yb}}{3(1 + R_e)}}$	(12.3-6)
$Z_{min} =$	1029 lbs			

Apply NDS Coefficients	
$C_d$ Load Duration Factor (ASD ONLY) (Table 2.3.2)	1.6
$C_m$ Wet Service Factor (Table 11.3.3)	1
$C_t$ - Temperature Factor (Table 2.3.3)	1
$C_g$ - Group Action Factor	1
$C_s$ Geomerty Factor (Table 12.5.1A)	1
$C_{eg}$ End Grain Factor (12.5.2)	1
$C_{di}$ Diaphragm Factor (12.5.3)	1
$C_{tn}$ Toe-Nail Factor (12.5.4)	1
$K_f$ Format Conversion Factor	3.32
$\phi$ - Resistance Factor	0.65
$\lambda$ - Time Effect Factor (Table N3)	1
$Z'$	2221 lbs
No. Bolts	1
<b>Connection Strength</b>	<b>2221 lbs</b>
<b>DESIGN OK</b>	

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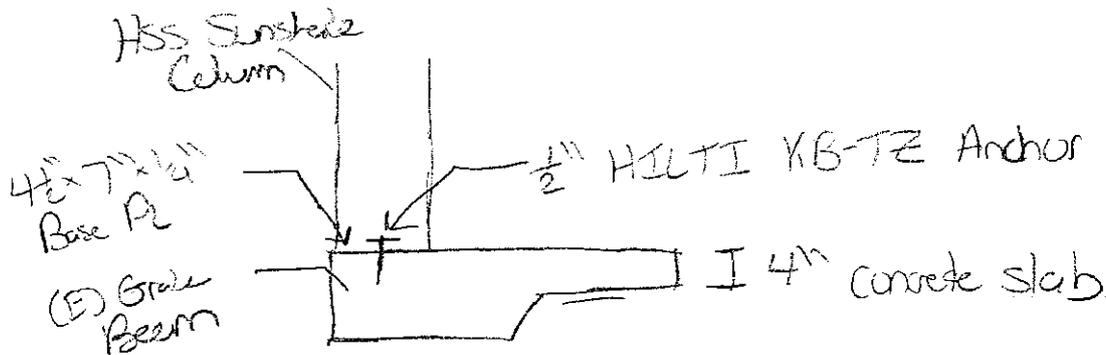
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BY \_\_\_\_\_

DATE \_\_\_\_\_

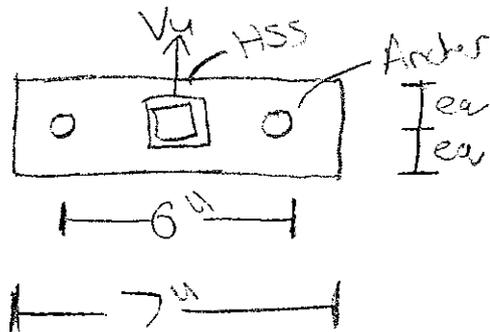
SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

First Floor Bottom Connection:

$$V_u = (-1.533k, 1.384k)$$

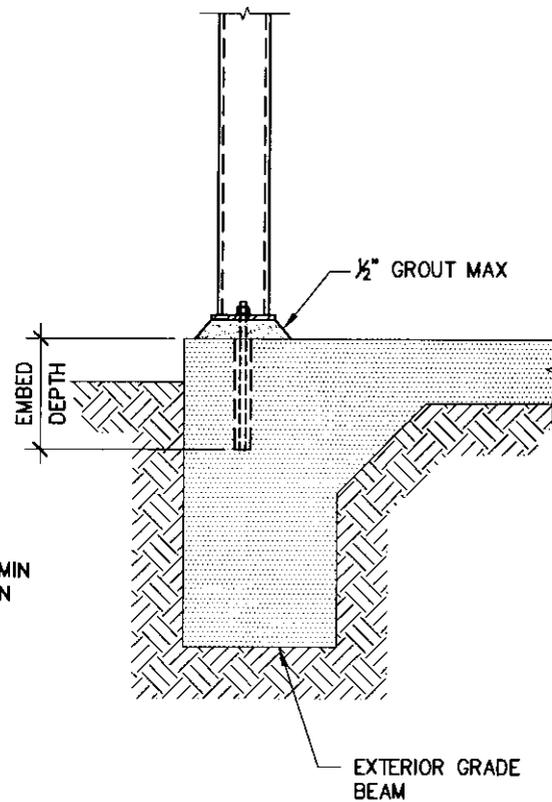
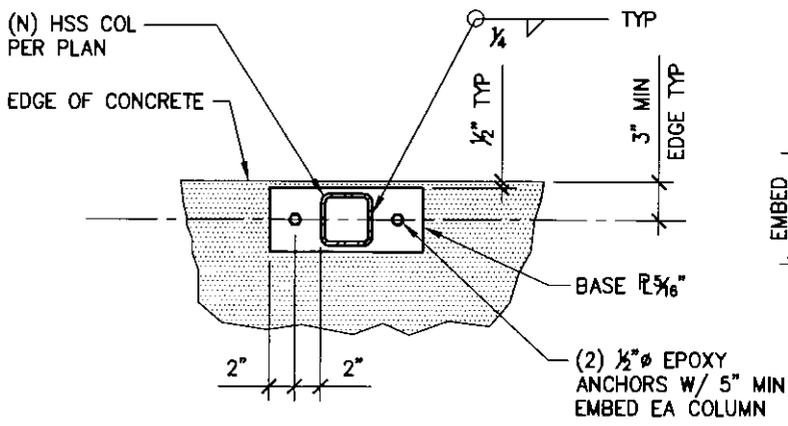
Anchor Profile:



- See details from HILTI Profis

- (2) HILTI KB-TZ  $\frac{1}{2}$ "  $\phi$  x 3.25" embed ok

$$\phi_{CR} = 0.86$$



3-001  
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# SUN SHADE COLUMN ANCHORAGE

From 3-S8.4

Scale: NTS



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Fastening point:			

1.1 Design results

Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	N = 0; V <sub>x</sub> = -1,533; V <sub>y</sub> = 0; M <sub>x</sub> = 0; M <sub>y</sub> = 0; M <sub>z</sub> = 0;	no	86

2 Load case/Resulting anchor forces

Load case: Design loads

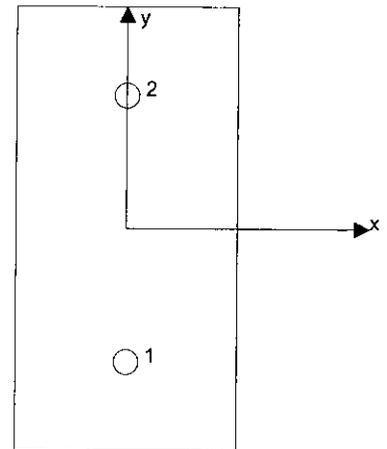
Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	0	767	-767	0
2	0	767	-767	0

max. concrete compressive strain: - [%]  
 max. concrete compressive stress: - [psi]  
 resulting tension force in (x/y)=(0.000/0.000): 0 [lb]  
 resulting compression force in (x/y)=(0.000/0.000): 0 [lb]

Anchor forces are calculated based on the assumption of a rigid anchor plate.



3 Tension load

	Load N <sub>ua</sub> [lb]	Capacity φ N <sub>n</sub> [lb]	Utilization β <sub>N</sub> = N <sub>ua</sub> /φ N <sub>n</sub>	Status
Steel Strength*	N/A	N/A	N/A	N/A
Pullout Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	N/A	N/A	N/A	N/A

\* highest loaded anchor \*\*anchor group (anchors in tension)


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Fastening point:			

**4 Shear load**

	Load $V_{ua}$ [lb]	Capacity $\phi V_n$ [lb]	Utilization $\beta_V = V_{ua}/\phi V_n$	Status
Steel Strength*	767	3,572	22	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	1,533	7,274	22	OK
Concrete edge failure in direction x-**	1,533	1,792	86	OK

\* highest loaded anchor    \*\*anchor group (relevant anchors)

**4.1 Steel Strength**

$V_{sa}$  = ESR value    refer to ICC-ES ESR-1917  
 $\phi V_{steel} \geq V_{ua}$     ACI 318-14 Table 17.3.1.1

**Variables**

$A_{sa,v}$ [in. <sup>2</sup> ]	$f_{uta}$ [psi]
0.10	106,000

**Calculations**

$V_{sa}$ [lb]
5,495

**Results**

$V_{sa}$ [lb]	$\phi_{steel}$	$\phi V_{sa}$ [lb]	$V_{ua}$ [lb]
5,495	0.650	3,572	767

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Fastening point:			

**4.2 Pryout Strength**

$$V_{cp,g} = k_{cp} \left[ \left( \frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-14 Eq. (17.5.3.1b)}$$

$$\phi V_{cp,g} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

$$A_{Nc} \text{ see ACI 318-14, Section 17.4.2.1, Fig. R 17.4.2.1(b)}$$

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-14 Eq. (17.4.2.1c)}$$

$$\psi_{ec,N} = \left( \frac{1}{1 + \frac{2 e_{N1}}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.4)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left( \frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.5b)}$$

$$\psi_{cp,N} = \text{MAX} \left( \frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.7b)}$$

$$N_b = k_c \lambda_a \sqrt{f_c} h_{ef}^{1.5} \quad \text{ACI 318-14 Eq. (17.4.2.2a)}$$

**Variables**

$k_{cp}$	$h_{ef}$ [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	3.250	0.000	0.000	2.500
$\psi_{c,N}$	$c_{ec}$ [in.]	$k_c$	$\lambda_a$	$f_c$ [psij]
1.000	7.500	17	1.000	2,500

**Calculations**

$A_{Nc}$ [in. <sup>2</sup> ]	$A_{Nc0}$ [in. <sup>2</sup> ]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	$N_b$ [lb]
116.16	95.06	1.000	1.000	0.854	1.000	4,980

**Results**

$V_{cp,g}$ [lb]	$\phi_{concrete}$	$\phi V_{cp,g}$ [lb]	$V_{ua}$ [lb]
10,392	0.700	7,274	1,533



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## 4.3 Concrete edge failure in direction x-

$$V_{cbg} = \left( \frac{A_{Vc}}{A_{Vc0}} \right) \Psi_{ec,V} \Psi_{ed,V} \Psi_{c,V} \Psi_{h,V} \Psi_{parallel,V} V_b \quad \text{ACI 318-14 Eq. (17.5.2.1b)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

$$A_{Vc} \text{ see ACI 318-14, Section 17.5.2.1, Fig. R 17.5.2.1(b)}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-14 Eq. (17.5.2.1c)}$$

$$\Psi_{ec,V} = \left( \frac{1}{1 + \frac{2e_v}{3c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.5)}$$

$$\Psi_{ed,V} = 0.7 + 0.3 \left( \frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.6b)}$$

$$\Psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.8)}$$

$$V_b = \left( 7 \left( \frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f_c} c_{a1}^{1.5} \quad \text{ACI 318-14 Eq. (17.5.2.2a)}$$

## Variables

$c_{a1}$ [in.]	$c_{a2}$ [in.]	$e_{c,v}$ [in.]	$\Psi_{c,v}$	$h_a$ [in.]
2.500	-	0.000	1.000	6.000
$l_e$ [in.]	$\lambda_a$	$d_a$ [in.]	$f_c$ [psi]	$\Psi_{parallel,V}$
3.250	1.000	0.500	2,500	1,000

## Calculations

$A_{Vc}$ [in. <sup>2</sup> ]	$A_{Vc0}$ [in. <sup>2</sup> ]	$\Psi_{ec,V}$	$\Psi_{ed,V}$	$\Psi_{h,V}$	$V_b$ [lb]
50.63	28.13	1.000	1.000	1.000	1,422

## Results

$V_{cbg}$ [lb]	$\phi_{concrete}$	$\phi V_{cbg}$ [lb]	$V_{ua}$ [lb]
2,560	0.700	1,792	1,533



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Design:	Sunshade First Floor Concrete Anchorage	Date:	8/14/2019
Fastening point:			

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**5 Warnings**

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2018, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Refer to the manufacturer's product literature for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Hilti post-installed anchors shall be installed in accordance with the Hilti Manufacturer's Printed Installation Instructions (MPII). Reference ACI 318-14, Section 17.8.1.

**Fastening meets the design criteria!**


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Design:	Sunshade First Floor Concrete Anchorage	Date:	8/14/2019
Fastening point:			

## 6 Installation data

Profile: no profile

Hole diameter in the fixture:  $d_f = 0.563$  in.

Plate thickness (input): 0.313 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Manual cleaning of the drilled hole according to instructions for use is required.

Anchor type and diameter: Kwik Bolt TZ - CS 1/2 (3 1/4)

Item number: not available

Installation torque: 480 in.lb

Hole diameter in the base material: 0.500 in.

Hole depth in the base material: 4.000 in.

Minimum thickness of the base material: 6.000 in.

Hilti KB-TZ stud anchor with 3.625 in embedment, 1/2 (3 1/4), Carbon steel, installation per ESR-1917

### 6.1 Recommended accessories

#### Drilling

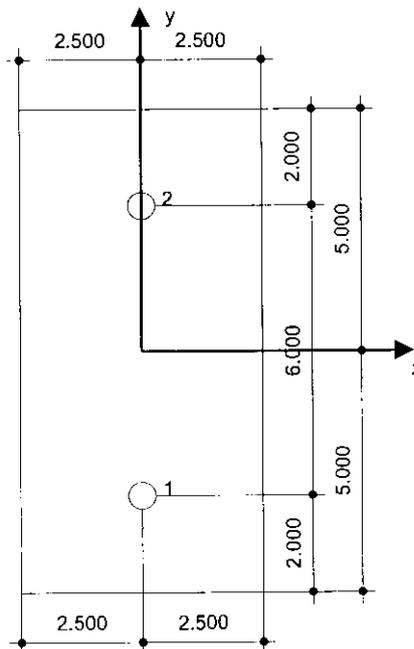
- Suitable Rotary Hammer
- Properly sized drill bit

#### Cleaning

- Manual blow-out pump

#### Setting

- Torque controlled cordless impact tool
- Torque wrench
- Hammer



#### Coordinates Anchor in.

Anchor	x	y	c <sub>-x</sub>	c <sub>xx</sub>	c <sub>-y</sub>	c <sub>yy</sub>
1	0.000	-3.000	2.500	-	-	-
2	0.000	3.000	2.500	-	-	-

Input data and results must be checked for conformity with the existing conditions and for plausibility!  
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Fastening point:			

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**7 Remarks; Your Cooperation Duties**

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55 HARRISON STREET  
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OAKLAND, CA 94607  
V. 510 208-3300  
F. 510 208-3303  
WWW.KPWSE.COM

PROJECT \_\_\_\_\_

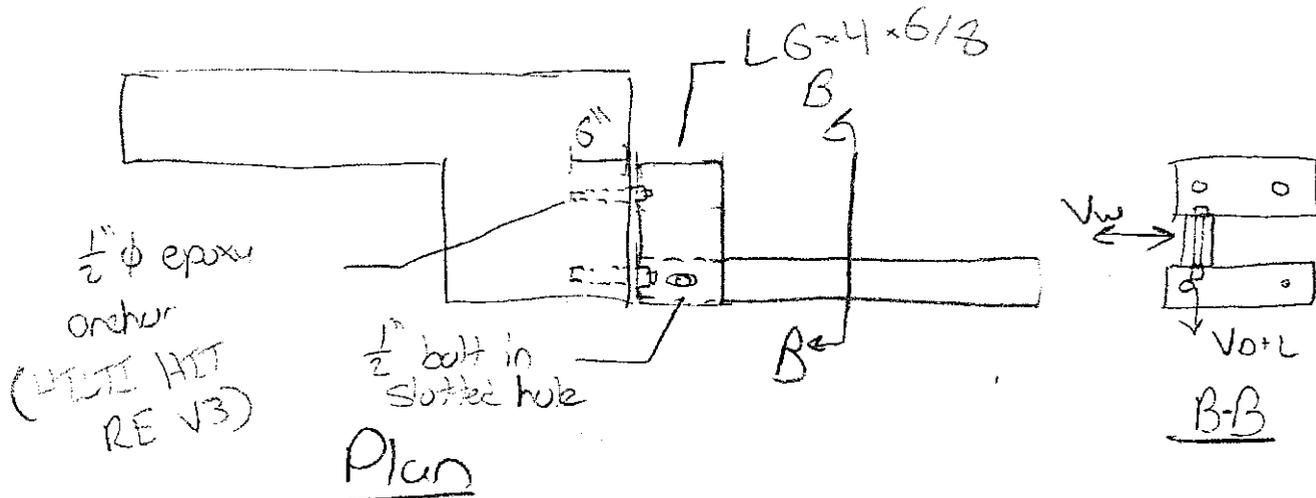
JOB NO. \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

Sunshere to (E) Core Wall Connection

- Design epoxy anchor for shear loading due to wind + axial loading due to dead on live
- Check 1/2"  $\phi$  bolt for shear due to wind

- Load combinations: (CBC 2016)

$$1.2D + 1.0W + 0.5L$$

$$1.2D + 1.6L$$

Dead Load: Length of beam = 8ft + of connection locations

$$D = (12.09 \text{ plf} \times 8\text{ft})$$

(Self-weight)

$$+ 8\text{ft} \times 25\text{ft} \times 5\text{psf}$$

Sunshere Weight

$$= 200 \text{ lbs}$$

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SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

Wire Load:  $w = \pm 36.03 \text{ psf}$ 

$$W = 36.03 \text{ psf} \times 8 \text{ ft} \times 2.5 \text{ ft}$$

$$W = 720 \text{ lbs}$$

Live Load: Assume width of sunshade = 6"

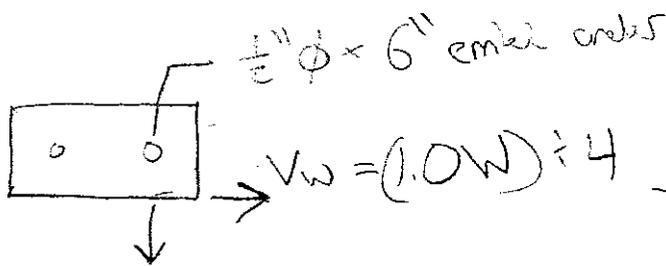
$$L = 6'' \times 8 \text{ ft} \times 20 \text{ psf}$$

$$= 80 \text{ lbs}$$

Concrete Loads - Model as simple beam (Conservative)



$$V_u = \frac{1}{2} V_{\text{total}}$$

Epoxy Anchor:

$$V_{\text{total}} = (1.20 + 0.5L) \div 4$$

$$V_w = 180 \text{ lbs}$$

$$V_{\text{total}} = 70 \text{ lbs}$$

- see attached form  
HILTI P68

$$\frac{1}{2}'' \times 6'' \text{ embed anchor on } \boxed{\text{OCR} = 0.24}$$

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OF \_\_\_\_\_

 $\frac{1}{2}$ "  $\phi$  A307 BOLT:

$$1.0W \div 2 = 360 \text{ lbs}$$

$$\phi V_n = 0.85 \times A_b \times f_y$$

$$= 0.85 \times \pi \left(\frac{1}{2}\right)^2 \div 4 \times 36 \text{ ksi}$$

$$= 7 \text{ k} \Rightarrow 360 \text{ lbs} \quad \boxed{\text{OCR} = 0.05}$$

 $\frac{1}{2}$ "  $\phi$  A307 BOLT O/UL 6x4x5/8:

$$M_u = (V_w + V_{D+L}) \div 4 \times 6''$$

conservative, use full  
length of horizontal leg

$$M_u = (1.0W + 1.2D + 0.5L) \div 4 \times 6''$$

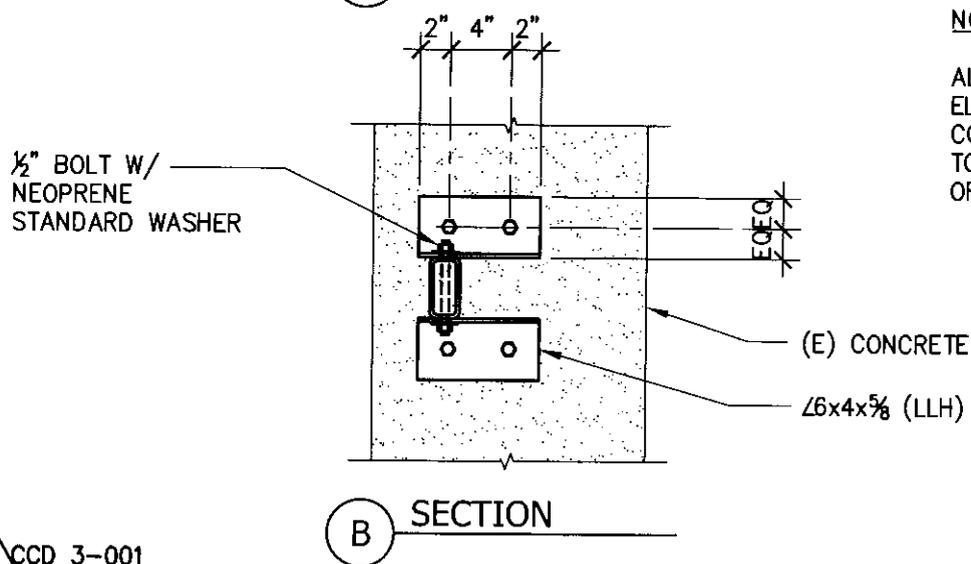
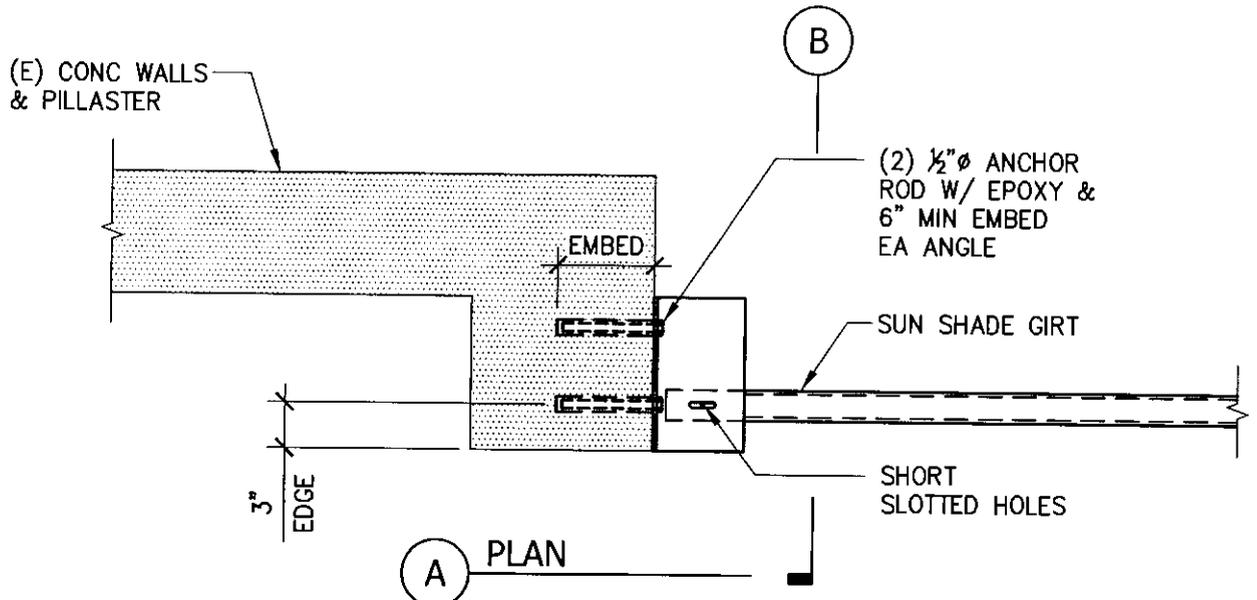
$$= 1500 \text{ lbs} \cdot \text{in} = 1.5 \text{ k} \cdot \text{in}$$

$$\phi M_n = 0.9 \times Z_y \times f_y$$

$$= 0.9 \times 4.56 \text{ in}^3 \times 36 \text{ ksi}$$

$$= 147.7 \text{ k} \cdot \text{in} \Rightarrow 15 \text{ k} \cdot \text{in} \quad \boxed{\text{OCR} = 0.01}$$

L 6x4x5/8 O/U



NOTE:  
ALL EXPOSED STEEL ELEMENT & CONNECTORS ARE TO BE GALVANIZED OR STAINLESS

CCD 3-001  
9

# SUNSHADE TO (E) CONCRETE CONNECTION DETAIL

Scale: 1"=1'-0"

From 3-S5.3



Hilti PROFIS Engineering 3.0.47

HILTI Profis Report For epoxy anchors at sun shade  
beam connection into concrete shear wall

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Company: KPW  
 Address: 55 Harrison Street, Suite 550, Oakland CA, 94607  
 Phone | Fax: 5102083300 |  
 Design: Sunshade Girt to (E) Concrete Wall Connection  
 Fastening point:

Page: 1  
 Specifier:  
 E-Mail:  
 Date: 8/14/2019

Specifier's comments:

## 1 Input data

**Anchor type and diameter:** HIT-RE 500 V3 + HAS-V-36 (ASTM F1554 Gr.36) 1/2

**Item number:** 2198023 HAS-V-36 1/2"x8" (element) / 2123401 HIT-RE 500 V3 (adhesive)

**Effective embedment depth:**  $h_{ef,act} = 6.000$  in. ( $h_{ef,limit} = -$  in.)

**Material:** ASTM A 1554 Grade 36

**Evaluation Service Report:** ESR-3814

**Issued | Valid:** 1/1/2019 | 1/1/2021

**Proof:** Design Method ACI 318-14 / Chem

**Stand-off installation:**  $e_b = 0.000$  in. (no stand-off);  $t = 0.625$  in.

**Anchor plate<sup>R</sup>:**  $l_x \times l_y \times t = 4.000$  in. x  $8.000$  in. x  $0.625$  in.; (Recommended plate thickness: not calculated)

**Profile:** no profile

**Base material:** cracked concrete,  $2500$ ,  $f'_c = 2,500$  psi;  $h = 7.250$  in., Temp. short/long: 32/32 °F

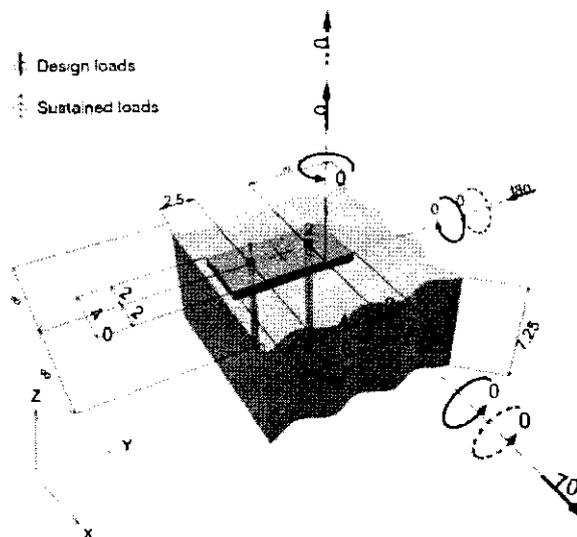
**Installation:** **hammer drilled hole, Installation condition: Dry**

**Reinforcement:** tension: condition B, shear: condition B; no supplemental splitting reinforcement present  
 edge reinforcement: none or < No. 4 bar



<sup>R</sup> - The anchor calculation is based on a rigid anchor plate assumption.

### Geometry [in.] & Loading [lb, in.lb]



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Design:	Sunshade Girt to (E) Concrete Wall Connection	Date:	8/14/2019
Fastening point:			

1.1 Design results

Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	$N = 0; V_x = 70; V_y = -180;$ $M_x = 0; M_y = 0; M_z = 0;$ $N_{sus} = 0; M_{x,sus} = 0; M_{y,sus} = 0;$	no	24

2 Load case/Resulting anchor forces

Load case: Design loads

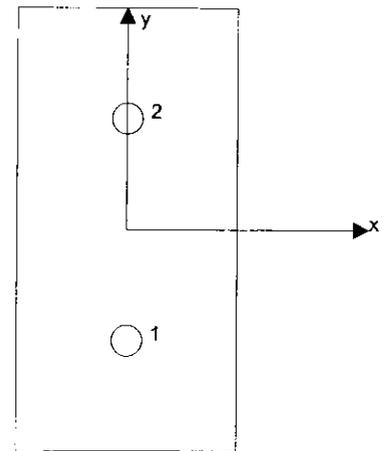
Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	0	127	-90	-90
2	0	184	160	-90

max. concrete compressive strain: - [%]  
 max. concrete compressive stress: - [psi]  
 resulting tension force in (x/y)=(0.000/0.000): 0 [lb]  
 resulting compression force in (x/y)=(0.000/0.000): 0 [lb]

Anchor forces are calculated based on the assumption of a rigid anchor plate.



3 Tension load

	Load $N_{ua}$ [lb]	Capacity $\phi N_n$ [lb]	Utilization $\beta_N = N_{ua}/\phi N_n$	Status
Steel Strength*	N/A	N/A	N/A	N/A
Bond Strength**	N/A	N/A	N/A	N/A
Sustained Tension Load Bond Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	N/A	N/A	N/A	N/A

\* highest loaded anchor \*\*anchor group (anchors in tension)



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Fastening point:			

## 4 Shear load

	Load $V_{ua}$ [lb]	Capacity $\phi V_n$ [lb]	Utilization $\beta_v = V_{ua}/\phi V_n$	Status
Steel Strength*	184	3,211	6	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength (Concrete Breakout Strength controls)*	127	4,376	3	OK
Concrete edge failure in direction y-**	241	1,038	24	OK

\* highest loaded anchor \*\*anchor group (relevant anchors)

### 4.1 Steel Strength

$V_{sa}$  = ESR value refer to ICC-ES ESR-3814  
 $\phi V_{steel} \geq V_{ua}$  ACI 318-14 Table 17.3.1.1

#### Variables

$A_{se,v}$ [in. <sup>2</sup> ]	$f_{uta}$ [psi]
0.14	58,000

#### Calculations

$V_{sa}$ [lb]
4,940

#### Results

$V_{sa}$ [lb]	$\phi_{steel}$	$\phi V_{sa}$ [lb]	$V_{ua}$ [lb]
4,940	0.650	3,211	184

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Fastening point:			

**4.2 Pryout Strength (Concrete Breakout Strength controls)**

$$V_{cp} = k_{cp} \left[ \left( \frac{A_{Nc}}{A_{Nc0}} \right) \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b \right] \quad \text{ACI 318-14 Eq. (17.5.3.1a)}$$

$$\phi V_{cp} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

 $A_{Nc}$  see ACI 318-14, Section 17.4.2.1, Fig. R 17.4.2.1(b)

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-14 Eq. (17.4.2.1c)}$$

$$\Psi_{ec,N} = \left( \frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.4)}$$

$$\Psi_{ed,N} = 0.7 + 0.3 \left( \frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.5b)}$$

$$\Psi_{cp,N} = \text{MAX} \left( \frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.7b)}$$

$$N_b = k_c \lambda_a \sqrt{f_c} h_{ef}^{1.5} \quad \text{ACI 318-14 Eq. (17.4.2.2a)}$$

**Variables**

$k_{cp}$	$h_{ef}$ [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	6.000	0.000	0.000	2.500
$\Psi_{c,N}$	$c_{ac}$ [in.]	$k_c$	$\lambda_a$	$f_c$ [psi]
1.000	16.376	17	1.000	2,500

**Calculations**

$A_{Nc}$ [in. <sup>2</sup> ]	$A_{Nc0}$ [in. <sup>2</sup> ]	$\Psi_{ec1,N}$	$\Psi_{ec2,N}$	$\Psi_{ed,N}$	$\Psi_{cp,N}$	$N_b$ [lb]
103.50	324.00	1.000	1.000	0.783	1.000	12,492

**Results**

$V_{cp}$ [lb]	$\phi_{concrete}$	$\phi V_{cp}$ [lb]	$V_{ua}$ [lb]
6,252	0.700	4,376	127


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Phone   Fax:	5102083300	E-Mail:	
Design:	Sunshade Girt to (E) Concrete Wall Connection	Date:	8/14/2019
Fastening point:			

**4.3 Concrete edge failure in direction y-**

$$V_{cbg} = \left( \frac{A_{Vc}}{A_{Vc0}} \right) \psi_{ec,V} \psi_{ed,V} \psi_{c,v} \psi_{h,v} \psi_{parallel,V} V_b \quad \text{ACI 318-14 Eq. (17.5.2.1b)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

$$A_{Vc} \text{ see ACI 318-14, Section 17.5.2.1, Fig. R 17.5.2.1(b)}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-14 Eq. (17.5.2.1c)}$$

$$\psi_{ec,V} = \left( \frac{1}{1 + \frac{2e_v}{3c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.5)}$$

$$\psi_{ed,V} = 0.7 + 0.3 \left( \frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.6b)}$$

$$\psi_{h,v} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.8)}$$

$$V_b = \left( 7 \left( \frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f'_c} c_{a1}^{1.5} \quad \text{ACI 318-14 Eq. (17.5.2.2a)}$$

**Variables**

$c_{a1}$ [in.]	$c_{a2}$ [in.]	$e_{c,v}$ [in.]	$\psi_{c,v}$	$h_a$ [in.]
2.500	-	0.000	1.000	7.250
$l_e$ [in.]	$\lambda_a$	$d_a$ [in.]	$f'_c$ [psi]	$\psi_{parallel,V}$
4.000	1.000	0.500	2,500	1.000

**Calculations**

$A_{Vc}$ [in. <sup>2</sup> ]	$A_{Vc0}$ [in. <sup>2</sup> ]	$\psi_{ec,V}$	$\psi_{ed,V}$	$\psi_{h,v}$	$V_b$ [lb]
28.13	28.13	1.000	1.000	1.000	1,483

**Results**

$V_{cbg}$ [lb]	$\phi_{concrete}$	$\phi V_{cbg}$ [lb]	$V_{ua}$ [lb]
1,483	0.700	1,038	241

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Fastening point:			

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## 5 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2018, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Design Strengths of adhesive anchor systems are influenced by the cleaning method. Refer to the INSTRUCTIONS FOR USE given in the Evaluation Service Report for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Installation of Hilti adhesive anchor systems shall be performed by personnel trained to install Hilti adhesive anchors. Reference ACI 318-14, Section 17.8.1.

**Fastening meets the design criteria!**



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Design:	Sunshade Girt to (E) Concrete Wall Connection	Date:	8/14/2019
Fastening point:			

6 Installation data

Profile: no profile

Hole diameter in the fixture:  $d_f = 0.563$  in.

Plate thickness (input): 0.625 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Compressed air cleaning of the drilled hole according to instructions for use is required

Anchor type and diameter: HIT-RE 500 V3 + HAS-V-36 (ASTM F1554 Gr.36) 1/2

Item number: 2198023 HAS-V-36 1/2"x8" (element) / 2123401 HIT-RE 500 V3 (adhesive)

Installation torque: 360 in.lb

Hole diameter in the base material: 0.563 in.

Hole depth in the base material: 6.000 in.

Minimum thickness of the base material: 7.250 in.

1/2 Hilti HAS Carbon steel threaded rod with Hilti HIT-RE 500 V3

6.1 Recommended accessories

Drilling

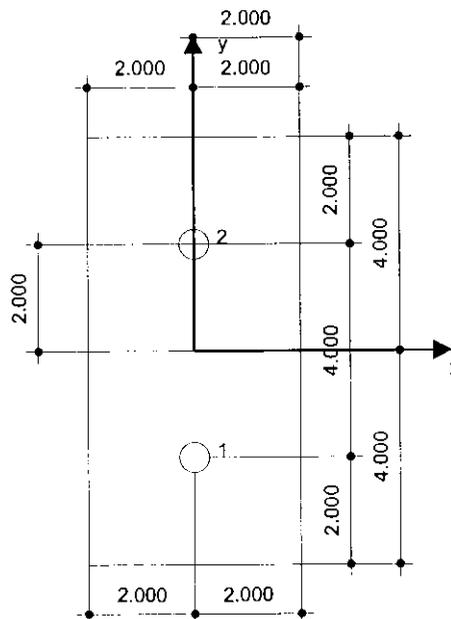
- Suitable Rotary Hammer
- Properly sized drill bit

Cleaning

- Compressed air with required accessories to blow from the bottom of the hole
- Proper diameter wire brush

Setting

- Dispenser including cassette and mixer
- Torque wrench



Coordinates Anchor in.

Anchor	x	y	c <sub>x</sub>	c <sub>+x</sub>	c <sub>y</sub>	c <sub>+y</sub>
1	0.000	-2.000	-	-	2.500	-
2	0.000	2.000	-	-	6.500	-

Input data and results must be checked for conformity with the existing conditions and for plausibility!  
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Design:	Sunshade Girt to (E) Concrete Wall Connection	Date:	8/14/2019
Fastening point:			

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Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 17, 2018
OWNER: Oakland Unified School District - Attn: Huy Hoang

WORK: Building B MPoE Relocation

SCOPE OF SERVICES:

LCA facilitated a conference call with representatives from OUSD, Cahill, Calichi Design Group, and EDesignC on May 9th, 2019 to discuss underground utility coordination related to the Modernization of Bldg B and construction of new Gymnasium. That discussion led to direction from OUSD to proceed with redesign of site electrical systems to create a new Main Point of Entry (MPoE) for the campus on the ground floor of Building B as part of our Increment 3 work. This relieves congestion in the existing location in the basement of Building C and provides OUSD with a more convenient location to consolidate services for Fremont High School.

Followup site meetings occurred in conjunction with OAC meetings on May 15th and May 29th, and a conference call occurred on May 30th for final coordination prior to issuing the bulletins for Increments 2, 3 & 4, which documented the necessary revisions.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

Table with 2 columns: Service Provider and Fee. Rows include LCA Architects (\$5,000.00), Calichi Design Group - Civil (\$8,000.00), EDesignC Electrical Engineers (\$1,800.00), and Total (fixed fee) (\$14,800.00).

If you have any questions, please let us know. We look forward to being of assistance with this additional work.

Thank you,

Handwritten signature of Carl Campos

9/17/19

Carl Campos, CEO
LCA Architects

DATE

DISTRICT REPRESENTATIVE

Authorization of Additional Services indicated

DATE

ATTACHMENTS

- Exhibit A - 2019 Hourly Fee Schedule (1 page)
Exhibit B - Consultant Proposals - Calichi Design Group (7 pages), EDesignC (1 page)
Exhibit C - Bulletin 2-027 MPoE Tie In, 3-002 Bldg B MPoE, 4-016 Stadium Electrical (16 pages)



Exhibit A – 2019 HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video “fly-by’s,” walkthrough’s, and other simulations.</i>	\$170.00/hr.
<i>Expert Witness – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.</i>	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area) **as adjusted by IRS guidelines</i>	0.58/mile**
<i>Copies, prints, CADD plots, photography, prep work and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.</i>	

\* Effective 01/01/2019. Subject to change quarterly.



# EXHIBIT B CALICHI DESIGN GROUP

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

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September 16, 2019

**Mr. Joel Williams**

Architect

**LCA Architects, Inc.**

590 Ygnacio Valley Road, Suite 310

Walnut Creek, CA 94596

(925) 944-1626

**RE: Additional Service Request (ASR) #3 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations MPOE Coordination and Revisions**

Mr. Williams:

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

**PROJECT UNDERSTANDING:** This ASR #3 is based on the required revisions to the proposed utility plans in response to the contractor potholing data of the existing MPOE main trunk line through the site.

The following assumptions have been used to draft this ASR:

- There are no changes to the legal property boundary or easements.
- The standards and practices in effect at all agencies having jurisdiction at the time of this ASR will remain unchanged and in effect throughout the course of the Project. Should there be changes to the development code, or revisions to the standards that will result in changes to the scope of services or project as presented, CDG will provide revisions to the plans and supplemental studies, as required. This work will be completed under a separate contract.

The following items, if required, will be provided by others:

- Payment of all Permit or Impact Fees resulting from the revisions.

The following items, if required or desired, may be provided as an Additional Service:

- Physical Utility Exploration, Potholing, Mechanical Detection, Verification, Testing, or Inspections
- Certifications or Liability Releases

**SCOPE OF SERVICES:**

**Task 1: MPOE Revisions of Construction Documents** – CDG revised the proposed utility, grading, and demolition plans multiple times due to the incremental unearthing and potholing of the existing MPOE main trunk line through the site.

*Deliverable: Electronic copies (AutoCAD and pdf) of the revised plans.*

**Additional Services** - Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis. Subsequent iterations of any of the Tasks listed above can be undertaken using for the same scope and fee that appears above if undertaken within 6 months of the date of this ASR. Should Additional Services be undertaken on an hourly basis, and if requested by the Client, CDG will provide the Client with an hour estimate (with conditions) for the requested scope of services. In addition to this remedy, the Client has the option to renegotiate lump sum fees for additional consulting services.



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

- Signed ASR
- Legal access to the site
- Previous project submittals, conditions of approval or other correspondence with agencies
- Comprehensive utility as-builts in pdf format for the site
- Any project fees due to any agency having jurisdiction.

**Schedule** - CDG will provide its services in a professional manner in order to meet a mutually agreed upon schedule.

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

**Closure** - In addition to the matters set forth herein, our ASR shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the terms "the Consultant" and "CDG" shall refer to CaliChi Design Group, and the term "the Client" shall refer to LCA Architects, Inc.





# CALICHI DESIGN GROUP

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## ATTACHMENT A

# CALICHI DESIGN GROUP, LLC

## PROJECT TIME AND EXPENSES

FILTERS USED :

Project : Selected Items (1)

Time Expense Date : 1/1/1970 To 12/31/2020

\*A=Approved , B= Billable , S= Submit , Bd = Billed , \* = Xtra

DATE	DESCRIPTION	HOURS	CLIENT HOURS/UNITS	RATE	COST	CHARGE	*
<b>Project: 16.023.003 - 025 INC4 Existing Duct Bank and Utility Coordination</b>							
<i>Services</i>							
<i>Employee</i>							
<i>Johnson, Mark</i>							
8/20/2019	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed  INC-4 utility revisions. BMP detail revised per structural	3.00	3.00	\$135.00	\$133.32	\$405.00	A B
<i>Johnson, Mark Total:</i>		3.00	3.00		\$133.32	\$405.00	
<i>Landes, Stephen</i>							
6/18/2019	Other Project time not charged elsewhe  Bulletin 4-004.3 FHS Inc 2 Utility QC	1.00	1.00	\$165.00	\$82.21	\$165.00	A B
<i>Landes, Stephen Total:</i>		1.00	1.00		\$82.21	\$165.00	
<i>Prianto, Reco</i>							
6/20/2019	RFIs  Call with Joel about ex. utilities Review exhibit of Duct Bank from Cahill with Arch, then Patrick, formulate plan to re-route proposed utilities	2.50	2.50	\$205.00	\$334.60	\$512.50	A B
5/9/2019	Includes both in-person and over the phone or computer  Utility Coordination Call	1.00	1.00	\$205.00	\$113.41	\$205.00	A B
<i>Prianto, Reco Total:</i>		3.50	3.50		\$448.01	\$717.50	
<i>Schlehr, Patrick</i>							
8/26/2019	Includes both in-person and over the phone or computer  Call from Karl Pierce - "What of the ex. sump pump at bottom of stairs" D-Line (sub-contractor) doesn't know what to do. > need to bring to the attention of the OUSD.	0.25	0.25	\$165.00	\$16.94	\$41.25	A B
7/12/2019	BASE x-ref setup, Coordination with Design Team,  Bulletin 4-004.5	3.00	3.00	\$165.00	\$203.28	\$495.00	A B
7/10/2019	Includes both in-person and over the phone or computer  Conf call with LCA and Cahill, Civil Utility Coordination, sheet updates with Kai	2.00	2.00	\$165.00	\$135.52	\$330.00	A B
7/9/2019	BASE x-ref setup, Coordination with Design Team,  Sketch revision to drop SD profile under Duct bank, verified, followup call scheduled with team tomorrow.	3.00	3.00	\$165.00	\$203.28	\$495.00	A B
7/9/2019	RFIs  RFI 4-089 Demo of Water Tank Between Gym & Library	1.50	1.50	\$165.00	\$101.64	\$247.50	A B
7/1/2019	Other Project time not charged elsewhe  RFI 4-004.3 Followup with Frank (Cahill)	0.25	0.25	\$165.00	\$19.99	\$41.25	A B

GROUPED BY PROJECT

# CALICHI DESIGN GROUP, LLC

## PROJECT TIME AND EXPENSES

\* A=Approved , B= Billable , S= Submit , Bd = Billed . \* = Xtra

DATE	DESCRIPTION	HOURS	CLIENT HOURS/UNITS	RATE	COST	CHARGE	*
<b>Project: 16.023.003 - 025 INC4 Existing Duct Bank and Utility Coordination</b>							
<i>Services</i>							
<i>Employee</i>							
<i>Schlehr, Patrick</i>							
6/26/2019	Other Project time not charged elsewhere Grading revisions - Bulletin 4-014	5.00	5.00	\$165.00	\$399.85	\$825.00	AB
6/25/2019	Other Project time not charged elsewhere Conf call with LCA and Cahill. Revised Pipe network model, UTIL and BASE file coordination and updated sheet callouts - sent bulletin 4-004.3, Followup call from Matt Bonfigli, (Site super), REVISED GRADING BASE FILE AND SHEET CALLOUTS	6.50	6.50	\$165.00	\$519.81	\$1,072.50	AB
6/24/2019	Other Project time not charged elsewhere Utility modeling	4.00	4.00	\$165.00	\$319.88	\$660.00	AB
6/21/2019	Other Project time not charged elsewhere Bulletin 4-004.3 , Cahill Duct bank - pipe network remodel	4.00	4.00	\$165.00	\$319.88	\$660.00	AB
6/20/2019	Other Project time not charged elsewhere Field findings from Cahill, Utility revision call with Reco	1.50	1.50	\$165.00	\$119.96	\$247.50	AB
6/19/2019	Other Project time not charged elsewhere Conference call with LCA and Cahill - Bulletin 4-004.3 utility coordination - Address QC	3.50	3.50	\$165.00	\$279.90	\$577.50	AB
6/18/2019	Other Project time not charged elsewhere INC4 utilities	0.50	0.50	\$165.00	\$39.99	\$82.50	AB
6/6/2019	Other Project time not charged elsewhere INC coordination Bulletin 4.004.3 Civil Utilities	2.00	2.00	\$165.00	\$135.52	\$330.00	AB
6/3/2019	Other Project time not charged elsewhere Bulletin 4-004.2 Followup with Frank (from CaHill)	0.50	0.50	\$165.00	\$39.99	\$82.50	AB
6/3/2019	Other Project time not charged elsewhere Bulletin 4-004.3 _ updates with Kai	0.50	0.50	\$165.00	\$39.99	\$82.50	AB
5/30/2019	RFIs Construction potholing info and sanitary sewer lateral from (e)bldg C. revisions to INC4 base files for coordination and updated plan set. (pending QC)	2.00	2.00	\$165.00	\$159.94	\$330.00	AB
5/23/2019	Other Project time not charged elsewhere Pipe sizes and Bulletin 4-004.2	1.00	1.00	\$165.00	\$79.97	\$165.00	AB
5/21/2019	RFIs Storm Utility Drainage Piping	1.00	1.00	\$165.00	\$79.97	\$165.00	AB
5/17/2019	Includes internal and client QC Review/coordination, as well as internal comment pick-up Bulletin 4-004.2 (Plumbing coordination)	2.50	2.50	\$165.00	\$199.93	\$412.50	AB

GROUPED BY PROJECT

# CALICHI DESIGN GROUP, LLC

## PROJECT TIME AND EXPENSES

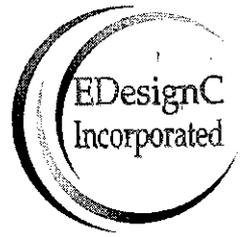
\* A=Approved , B= Billable , S= Submit , Bd = Billed , \* = Xtra

DATE	DESCRIPTION	HOURS	CLIENT HOURS/UNITS	RATE	COST	CHARGE	*
<b>Project: 16.023.003 - 025 INCA Existing Duct Bank and Utility Coordination</b>							
<i>Services</i>							
<i>Employee</i>							
<i>Schlehr, Patrick</i>							
5/9/2019	RFIs Conf call, INC 4 utility conflicts, base utility file changes, pipe network modeling revisions stemming from RFI-4-049	5.00	5.00	\$165.00	\$399.85	\$825.00	A B
5/6/2019	Includes both in-person and over the phone or computer call with Joel, topics RFI 04-050 and RFI 04-049, conf call coming.	1.00	1.00	\$165.00	\$79.97	\$165.00	A B
<i>Schlehr, Patrick Total:</i>		50.50	50.50		\$3,895.05	\$8,332.50	
<i>Shibley, Kaiola</i>							
7/11/2019	Includes internal and client QC Review/coordination, as well as internal comment pick-up Checked utility cross elevations	1.25	1.25	\$135.00	\$62.89	\$168.75	A B
7/10/2019	Other Project time not charged elsewhere Utility sheet updates and overlap calcs	3.50	3.50	\$135.00	\$176.09	\$472.50	A B
<i>Shibley, Kaiola Total:</i>		4.75	4.75		\$238.98	\$641.25	
<i>Employee Total:</i>		62.75	62.75		\$4,797.57	\$10,261.25	
<i>Services Total:</i>		62.75	62.75		\$4,797.57	\$10,261.25	
<b>16.023.003-025 Total:</b>		<b>62.75</b>	<b>62.75</b>		<b>\$4,797.57</b>	<b>\$10,261.25</b>	

Billable	Billed	Billable WIP
\$10,261.25	\$0.00	\$10,261.25
100.0 %	0.0 %	100.0 %

<b>GRAND TOTAL SERVICES:</b>	<b>62.75</b>	<b>62.75</b>	<b>\$4,797.57</b>	<b>\$10,261.25</b>
<b>GRAND TOTAL EXPENSES:</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>GRAND TOTAL TIME AND EXPENSES:</b>			<b>\$4,797.57</b>	<b>\$10,261.25</b>

GROUPED BY PROJECT



SEPTEMBER 16, 2019

LCA Architects Inc.  
590 Ygnacio Valley Road, Suite 310,  
Walnut Creek, CA 94596  
d 925.940.2218 m 925.357.7610  
[jwilliams@lca-architects.com](mailto:jwilliams@lca-architects.com)

ATTENTION: Joel Williams  
SUBJECT: OUSD Fremont High School – 4610 Foothill Blvd, Oakland, CA 94601  
ADD SERVICE #03 – MPOE Changes

SCOPE OF WORK OUTLINE:

1. Meeting on-site to review existing conditions and evaluate possible changes.
2. Revise site plans for INC 3 and INC 4 to show changes of MPOE and low voltage routing.

SCHEDULE & COMPENSATION BREAKDOWN:

Fixed Fee shall be billed at \$1,800. Work outside of scope noted above will not be completed without written authorization. Tentative schedule is estimated – delays from city agencies, owner, architect or client may exceed time noted. Schedule is based on updates of models and backgrounds being provided from the client to EDesignC no later than 3 weeks prior to the agreed upon deadline.

Contract History	Fees
Initial Contracted Services	\$ 440,728.00
Add Service #01	\$ 18,750.00
Add Service #02	\$ 2,700.00
Add Service #03	\$ 1,800.00
<b>Project Total</b>	<b>\$ 463,978.00</b>

- Invoice progress by the end of each month for work completed on this project or as submittals are completed
- Payment is due 30 days from the invoice date unless otherwise specified
- Payments not received by the due date shall bear interest at the rate of 10% per annum.

APPROVAL:

Please indicate your acceptance of this proposal by signing and dating this agreement on the space provided. Return to [amber@edesignc.com](mailto:amber@edesignc.com), copying [admin@edesignc.com](mailto:admin@edesignc.com) when completed.

  
 EDesignC, Inc.  
 Stephen Howarter, Principal PE  
 Date: 09/16/2019

\_\_\_\_\_  
 LCA Architects  
 Joel Williams  
 Date: \_\_\_\_\_



EXHIBIT C

DSA File # 1-H8
DSA Appl. # 01-116833
DSA P.T.N. # 61259 - 377

Date: June 13, 2019

Bulletin 2-027

Project: Fremont High School Modernization & New Construction
Increment #1 School Entry
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

X Owner
X Contractor
X Inspector
DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

- X You are authorized to proceed with this work at no increase in price.
The District has authorized you to proceed with this work.
Submit your cost for revised work.
Submit your credit for revised work.
You are not authorized to proceed with this work until DSA approval.

DESCRIPTION

Summary: This Bulletin documents as-built electrical site utility routing as communicated to us by CFJV, as well adjusting requirements to coordinate with Bulletin 3-002 related to the new MPoE in Bldg B.

ATTACHMENTS

- 2-C3.0 30 X 42 Dated 6/07/19
2-E100 30 X 42 Dated 6/07/19

End of Bulletin 2-027 narrative.

BY: Joel Williams

6/13/2019







DSA File # 1-H8  
 DSA Appl. # 01-116833  
 DSA P.T.N. # 61259 - 377

Date: June 13, 2019

**Bulletin 3-002**

Project: Fremont High School Modernization & New Construction  
 Increment #1 School Entry  
 4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

**THIS IS NOT A CHANGE ORDER**

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

**ACTION**

- You are authorized to proceed with this work at no increase in price.
- The District has authorized you to proceed with this work.
- Submit your cost for revised work.
- Submit your credit for revised work.**
- You are not authorized to proceed with this work until DSA approval.

**DESCRIPTION**

Summary: This Bulletin provides a complete set of compiled civil drawings and two electrical drawings to document the OUSD request to turn the ground floor IT room into the Campus MPoE. Revisions include new drops from a joint pole along Foothill Bldg to provide internet service for the campus, coordination with site utility connections to the other projects (Inc 2 and 4), and new pathways under the slab of Bldg B to accommodate the new use.

**ATTACHMENTS**

- Civil Series (30 X 42 Dated 6/07/19): 3-C0.1, 3-C0.2, 3-C1.0, 3-C2.0, 3-C3.0, 3-C5.0, 3-C6.0, 3-C7.0
- Electrical drawings (30 x 42, Dated 5/22/19): 3-E2.10, 3-LV3.00

End of Bulletin 3-002 narrative.

BY: Joel Williams

6/13/2019









**SITE PAVING AND HORIZONTAL CONTROL PLAN**

SCALE: AS SHOWN  
 DATE: 08/14/2013  
 PROJECT NO: 13-001  
 SHEET NO: 3-C20

**LEGEND**

- 1" = 10'
- 1" = 20'
- 1" = 40'
- 1" = 80'
- 1" = 160'
- 1" = 320'
- 1" = 640'
- 1" = 1280'
- 1" = 2560'
- 1" = 5120'
- 1" = 10240'
- 1" = 20480'
- 1" = 40960'
- 1" = 81920'
- 1" = 163840'
- 1" = 327680'
- 1" = 655360'
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- 1" = 5242880'
- 1" = 10485760'
- 1" = 20971520'
- 1" = 41943040'
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- 1" = 167772160'
- 1" = 335544320'
- 1" = 671088640'
- 1" = 1342177280'
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DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: July 2, 2019

## Bulletin 4-016

Project: Fremont High School Modernization & New Construction  
Increment #4  
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

### DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

### THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

### ACTION

- You are authorized to proceed with this work at no increase in price.
- The District has authorized you to proceed with this work.
- Submit your cost for revised work.
- Submit your credit for revised work.
- You are not authorized to proceed with this work until DSA approval.

### DESCRIPTION

Summary: This bulletin provides site electrical plan w/ revisions for power & signal to stadium scoreboard and clarification of pathways to IDF in Wellness Clinic.

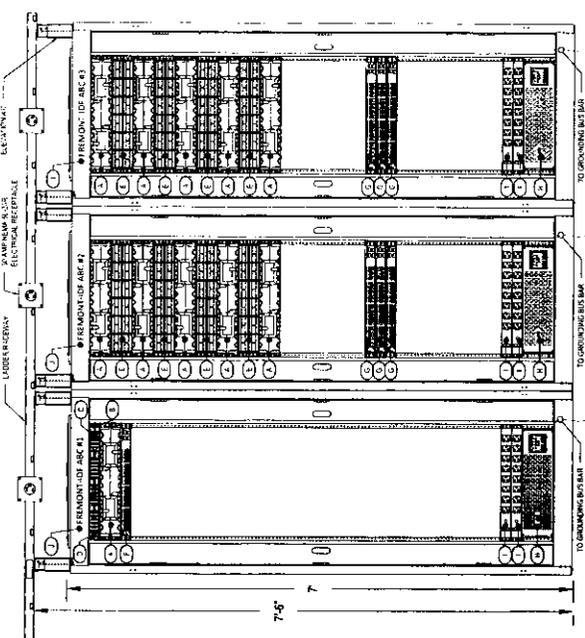
### ATTACHMENTS

- 4-E1.00

BY: Joel Williams

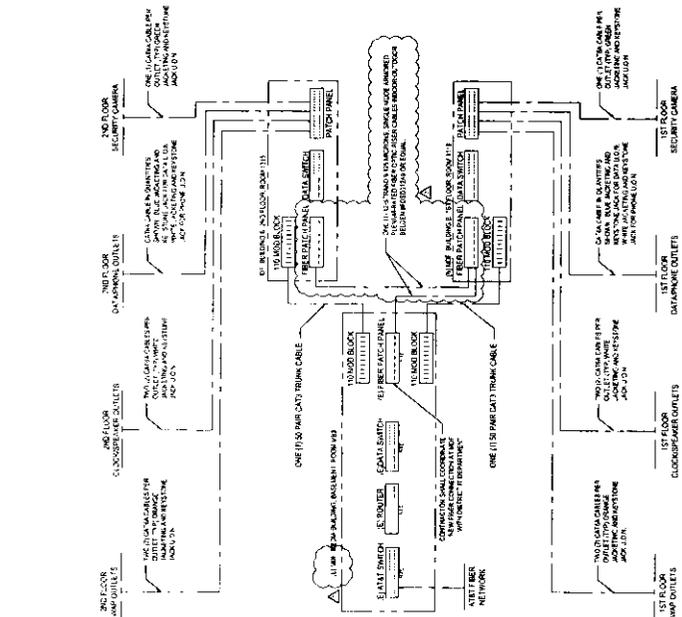
7/2/19





- NOTES:**
1. RACK LABELING - SEE SHEETS 3-LV3.01-3-LV3.02 FOR OPERATIONAL MANUALS AND FOR EQUIPMENT IDENTIFICATION.
  2. ALL EQUIPMENT SHALL BE GROUND AND IDENTIFIED TO THE MAIN ELECTRICAL SYSTEM BY THE CONTRACTOR.
  3. OPERATIONAL MANUALS SHALL BE PROVIDED TO THE OPERATOR.
  4. ALL EQUIPMENT SHALL BE IDENTIFIED TO THE MAIN ELECTRICAL SYSTEM BY THE CONTRACTOR.

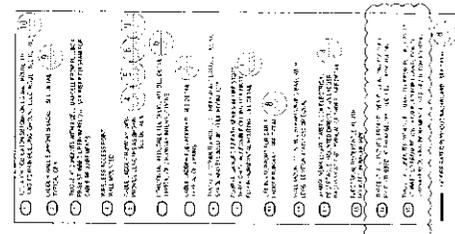
3 TELECOM ROOM IDF 1118 AND IDF 1215 - RACK ELEVATIONS



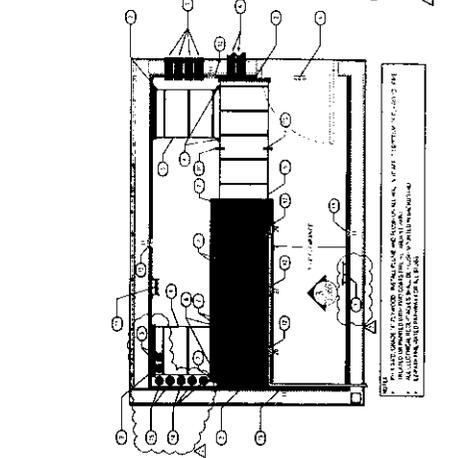
4 TELECOMMUNICATIONS INTERCONNECTION SCHEMATIC

SYMBOL	DESCRIPTION	COMMENTS
1	2" PVC CONDUIT	2" PVC CONDUIT
2	1" PVC CONDUIT	1" PVC CONDUIT
3	1/2" PVC CONDUIT	1/2" PVC CONDUIT
4	1/4" PVC CONDUIT	1/4" PVC CONDUIT
5	1/8" PVC CONDUIT	1/8" PVC CONDUIT
6	1/16" PVC CONDUIT	1/16" PVC CONDUIT
7	1/32" PVC CONDUIT	1/32" PVC CONDUIT
8	1/64" PVC CONDUIT	1/64" PVC CONDUIT
9	1/128" PVC CONDUIT	1/128" PVC CONDUIT
10	1/256" PVC CONDUIT	1/256" PVC CONDUIT
11	1/512" PVC CONDUIT	1/512" PVC CONDUIT
12	1/1024" PVC CONDUIT	1/1024" PVC CONDUIT
13	1/2048" PVC CONDUIT	1/2048" PVC CONDUIT
14	1/4096" PVC CONDUIT	1/4096" PVC CONDUIT
15	1/8192" PVC CONDUIT	1/8192" PVC CONDUIT
16	1/16384" PVC CONDUIT	1/16384" PVC CONDUIT
17	1/32768" PVC CONDUIT	1/32768" PVC CONDUIT
18	1/65536" PVC CONDUIT	1/65536" PVC CONDUIT
19	1/131072" PVC CONDUIT	1/131072" PVC CONDUIT
20	1/262144" PVC CONDUIT	1/262144" PVC CONDUIT
21	1/524288" PVC CONDUIT	1/524288" PVC CONDUIT
22	1/1048576" PVC CONDUIT	1/1048576" PVC CONDUIT
23	1/2097152" PVC CONDUIT	1/2097152" PVC CONDUIT
24	1/4194304" PVC CONDUIT	1/4194304" PVC CONDUIT
25	1/8388608" PVC CONDUIT	1/8388608" PVC CONDUIT
26	1/16777216" PVC CONDUIT	1/16777216" PVC CONDUIT
27	1/33554432" PVC CONDUIT	1/33554432" PVC CONDUIT
28	1/67108864" PVC CONDUIT	1/67108864" PVC CONDUIT
29	1/134217728" PVC CONDUIT	1/134217728" PVC CONDUIT
30	1/268435456" PVC CONDUIT	1/268435456" PVC CONDUIT
31	1/536870912" PVC CONDUIT	1/536870912" PVC CONDUIT
32	1/1073741824" PVC CONDUIT	1/1073741824" PVC CONDUIT
33	1/2147483648" PVC CONDUIT	1/2147483648" PVC CONDUIT
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36	1/17179869184" PVC CONDUIT	1/17179869184" PVC CONDUIT
37	1/34359738368" PVC CONDUIT	1/34359738368" PVC CONDUIT
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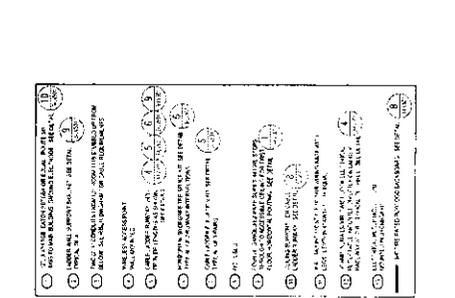
5 TELECOMMUNICATION EQUIPMENT SCHEDULE



1 ENLARGED IDF - ROOM 1118



2 ENLARGED IDF - ROOM 1215



3 MDF CONDUIT ROUTING DETAIL





December 19, 2019

**Tadashi Nakadegawa, Director of Facilities**  
**Oakland Unified School District**  
955 High Street, Oakland, CA 94601  
510-535-7038  
[tadashi.nakadegawa@ousd.org](mailto:tadashi.nakadegawa@ousd.org)

**RE: Fremont High School / OUSD Project Site #302**  
**Building C (Media and Library) Renovation**

Dear Mr. Nakadegawa,

Thank you for the opportunity to submit a fee proposal for professional design services as follows.

## 1. Introduction

---

### Background

In 2017 at the request of OUSD, ZFA Structural Engineers reviewed the Increment 1 drawings and calculations from the work completed at Fremont High School under DSA App #01-116833, as well as the renovation drawings of Building C dated January 28, 1976. ZFA issued a letter on October 27, 2017 recommending that,

*"a seismic evaluation of the building be completed to determine what additional work could be performed to enhance the seismic performance of the building. At a minimum, we strongly recommend that the anchorage of the wood roof, horizontal steel bracing and wood trusses to the existing concrete walls be evaluated and strengthened if required to meet a Life Safety performance level. Although seismic strengthening or entire building retrofit is not required from a regulatory standpoint, we recommend that strategic strengthening be completed as part of the proposed renovations.*

### LCA ARCHITECTS

590 Ygnacio Valley Road  
Suite 310  
Walnut Creek, CA 94596  
T 925.944.1626

1970 Broadway  
Suite 800  
Oakland, CA 94612  
T 510.272.1060

*We also strongly recommend that the deteriorated façade condition be mitigated, if it has not already been completed.”*

LCA Architects and KPW Structural Engineers were authorized in February of 2018 to perform the recommended seismic analysis and façade retrofit through Amendment No. 1 to the Architectural Services Agreement dated April 13, 2016.

KPW performed the structural evaluation of the roof diaphragm, which included review of historical drawings, observation of existing conditions including selective demolition at key structural connections and performed ASCE 41-13 Tier 1 and limited Tier 2 evaluations of the building. On July 12, 2019 KPW issued their report concluding that the existing conditions are adequate for the life safety performance objective.

*“As such, we recommend that additional seismic strengthening of the roof diaphragm is not required. Rehabilitation of the deteriorating cast-stone [façade] is still recommended.”*

While the structural analysis was being performed, LCA Architects collaborated with OUSD staff including Huy Hoang, Paul Orr, and JaQuan Cornish to understand the programming requirements and refine the scope of work to be associated with the renovation project. This included studying the possibility of renovating the academic courtyard as part of the project. Conceptual renderings of the courtyard and a 100% Schematic Design package for the library building renovation was provided to OUSD on August 2, 2019 which included the façade cladding retrofit along with other proposed exterior and interior upgrades that had been discussed with OUSD.

As directed verbally by Paul Orr, and at the request of Tadashi Nakadegawa, in October 2019 LCA began to study two other options for the style of exterior upgrades for the building. This work was intended to clarify where on the spectrum between historic and modern the renovation would fall. However, on November 25, 2019 LCA received new direction from Paul Orr via email to proceed with work based on the design from the SD package.

### **Summary**

The scope of work associated with Amendment No. 1 has been significantly altered at the request of OUSD and as a result of the work already performed by LCA and KPW. Consequently, this proposal is necessary to clarify the scope of work requested by OUSD and to update the associated professional services fees required to complete the work.

The project will be consolidated into a single application and permit with DSA.

## 2. Conceptual Scope of Work

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According to email direction received on 11/25/19, it is our understanding that the following scope of work is desired by OUSD (see **Exhibit 3**):

### Exterior Renovations

*Note: It is agreed that this scope of work is to be done with current contractor on site: CFJV team.*

1. Remove failing exterior cladding and all through bolted detailing.
2. Install new GFRC or cast concrete water tables details around building, windows arches and at select other locations.
3. Install new plaster and accent finishes (i.e. ceramic tile, fiber cement)
4. Paint building exterior.
5. Replace all steel and ground floor wood windows/doors with new aluminum window system including appropriate
6. Remove existing stair on West side and provide new metal guardrails around balcony and at basement access stair.
7. Clay tile roof to remain as is.
8. Cost Estimate of 100% DD package.

### 1<sup>st</sup> Floor Interiors

*Note: This scope of work will be performed separately by OUSD selected Contractor.*

1. Renovate vice principal's office or construct a new office for additional VP within existing open office area.
2. Install new flooring throughout existing to match Increment 1.
3. Install new lighting throughout existing to match Increment 1.
4. As an Add/Alt to upgrade IT throughout 1<sup>st</sup> floor offices including Data/Telephone/Intrusion/Clock/PA.
5. As an Add/Alt to Install new paint throughout existing, if budgeting will allow.
6. As an Add/Alt to Install new ceiling grid/tile through existing. Fire alarm and mechanical system may be affected, if budgeting will allow.
7. As an add/alt to partial demo of front wall @ Reception with (2) new storefront doors in curtainwall. (Need DSA Prelim to confirm acceptability without triggering formal DSA Rehabilitation process), if budgeting will allow.
8. As an Add/alt to reprogram the Library/Admin building entire FA- IA systems sequencing to 2000 series to align with the balance of the project, if budgeting will allow.
9. As an Add/alt to install new signage as required from the current M---- series to the 2000 series, if budgeting will allow.
10. Cost Estimate of 100% DD package.
11. No scope to be included for 2<sup>nd</sup> floor or basement.

### 3. Conceptual Project Schedule

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Our understanding of the project schedule is as follows:

#### CAHILL – Exterior Façade Renovations to be completed by November 2020

Programming	Performed under Amendment No. 1
Structural Analysis	Performed under Amendment No. 1
Schematic Design	Performed under Amendment No. 1
Design Development	1 month
Construction Drawings	1 month
DSA Review & Approval	4 months *
Bidding (concurrent with DSA)	(2 months)
Construction	4 months **
Close Out	1 month
<b>TOTAL</b>	<b>11 months</b>

#### PUBLIC BID – Interior Renovations to be completed by November 2021

Programming	Performed under Amendment No. 1
Schematic Design	Performed under Amendment No. 1
Design Development	1 months
Construction Drawings	1 months
DSA Review & Approval	4 months *
Bidding (concurrent with DSA)	(2 months)
Contract Award	2 months
Construction	7 months **
Close Out	1 month
<b>TOTAL</b>	<b>16 months</b>

\* Estimated time for DSA process based on experience with projects of similar size and complexity. Time at DSA is an estimate and may take longer, in which case all subsequent phases will adjust accordingly.

\*\* Estimated time for construction. Duration serves as the basis for construction administration services provided by LCA Architects. If project extends longer than the stated duration, then construction administration services will be provided on an hourly fee basis (time & materials).

### 4. Conceptual Construction Budget

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Our understanding of the construction budget for the conceptual scope of work defined above is as follows:

**\$3,000,000.00** (2019USD)

## 5. Contract Services

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As defined in Exhibit A – Responsibilities & Services of Architect that is part of the Agreement for Architectural Services – Loving and Campos (LCA) Architects – Fremont High School Replacement Project approved by OUSD board on April 13, 2016 (OUSD Legislative File ID No. 16-0232)

### Additional Services

Additional Services will be those services not expressly set forth above and excluded per **Exhibit 1 Section 4**. Additional services will not be performed without the Owner's authorization. All Additional Services will be performed on an Hourly Fee Basis per **Exhibit 2**, and any required additional consultants not identified in this fee proposal will be billed at their cost + 15%.

## 6. Conclusion & Agreement

We appreciate the opportunity to assist you with this project and look forward to being of service. Please sign a copy of this letter to initiate this agreement.

Please call me if you have any questions.

Best regards,



**Carl E. Campos, CEO**  
LCA Architects Inc.  
Lic. No. C10482

### **AGREED & ACCEPTED:**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

*Please sign and return one copy of this proposal to initiate the agreement.*

### ATTACHMENTS:

- **Exhibit 1** – Project Fee Schedule (2 pages)
- **Exhibit 2** – LCA Hourly Fee Schedule (1 page)
- **Exhibit 3** – Conceptual Scope of Work (6 pages)
- **Exhibit 4** – Consultant Fee Proposals (6 pages)

# EXHIBIT 1

## 1. Project Fee Schedule

### Exterior Façade Renovations \*

LCA Architects	Hours	Rate	Fee
1A. Programming			Amendment No. 1
1B. Structural Analysis			Amendment No. 1
1C. Schematic Design			Amendment No. 1
1D. Design Development	85	\$195	\$19,500.00
1E. Construction Documents	85	\$195	\$19,500.00
1F. DSA Approval	60	\$195	\$11,700.00
1G. Bidding *			* Included in ongoing contract
1H. Construction Administration *			* Included in ongoing contract
1J. Close Out *			* Included in ongoing contract
<b>Architectural Fee Subtotal</b>	<b>230</b>	<b>\$195</b>	<b>\$44,850.00</b>
<b>Consultant Engineers (See EXHIBIT 4 – Consultant Fee Proposals)</b>			
D03 – Structural: <b>KPW</b>			\$30,000.00
D04 – MEP: <b>EDesignC</b>			\$6,500.00
D13 – Cost Estimator: <b>Luster &amp; Assoc.</b>			\$8,550.00
<b>Consultant Fee Subtotal</b>			<b>\$45,050.00</b>
<b>Exteriors Subtotal</b>			<b>\$89,900.00</b>

*\* Fees are reduced for Bidding, Construction Administration, and Closeout as a result of this scope of work being completed with Cahill while the work on the project associated with DSA App # 116833 is still ongoing.*

**Interior Renovations**

<b>LCA Architects</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
2A. Programming			Amendment No. 1
2B. Schematic Design			Amendment No. 1
2C. Design Development	85	\$195	\$19,500.00
2D. Construction Documents	85	\$195	\$19,500.00
2E. DSA Approval	60	\$195	\$11,700.00
2F. Bidding	40	\$195	\$7,800.00
2G. Construction Administration	320	\$195	\$62,400.00
2H. Close Out	60	\$195	\$11,700.00
<b>Architectural Fee Subtotal</b>	<b>650</b>	<b>\$195</b>	<b>\$126,750.00</b>
<b>Consultant Engineers (See EXHIBIT 4 – Consultant Fee Proposals)</b>			
D04 – MEP: EDesignC			\$43,250.00
D13 – Cost Estimator: Luster & Assoc.			\$9,900.00
<b>Consultant Fee Subtotal</b>			<b>\$53,150.00</b>
<b>Interiors Subtotal</b>			<b>\$179,900.00</b>
<b>* Project Grand Total</b>			<b>\$269,800.00</b>
Reimbursables			\$20,000.00

***\* Project grand total is based on 9% of the stated construction budget of \$3,000,000 per the Agreement for Architectural Services – Loving and Campos (LCA) Architects – Fremont High School Replacement Project approved by OUSD board on April 13, 2016 (OUSD Legislative File ID No. 16-0232)***



### 3. Fee Schedule Notes

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- A. These fees will be billed in keeping with the progress of our work and are due and payable (with no retention) within **30 days** upon the client's receipt of billing invoice from LCA Architects.
- B. This fee quote is good for **30 days**.
- C. Proposal based on project commencing immediately and being completed as follows:
- Scope A – completed by **November 2020**  
Scope B – completed by **October 2021**
- D. Reimbursables: Defined per attached **Exhibit 2**. | **BUDGET Included in Fee**
- E. Additional Services: Services in addition to the basic scope of work shall be provided on an hourly basis or a mutually agreed upon fixed fee. The rates and multipliers for additional services shall be per the Hourly Fee Rate Schedules attached as **Exhibit 2**.

### 4. Base Fee Exclusions

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- *Civil Engineering*
- *Fire Protection Systems*
- *Security Systems (CCTV)*
- *Landscape Architecture*
- *Acoustical Consultant*
- *Construction Management*
- *Traffic Studies*
- *Agency Review and Permit Fees*
- *Topographical & Underground Utilities Surveys*
- *Boundary Survey*
- *Title Reports*
- *Hazardous Material Abatement (Owner to furnish HAZMAT report and specification)*
- *Destructive Testing*
- *CHPS / LEED Certification*
- *Movable Furniture Selection & Procurement*
- *CCTV Surveillance Camera System (site & building)*
- *Resolution of Unforeseen Conditions*
- *Construction Management Software, subscription and management*
- *Any consultant, engineer, or discipline not specifically identified in this proposal.*

## EXHIBIT 2

### HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video “fly-by’s,” walkthrough’s, and other simulations.</i>	\$170.00/hr.
<i>Expert Witness – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.</i>	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area) **as adjusted by IRS guidelines</i>	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.</i>	

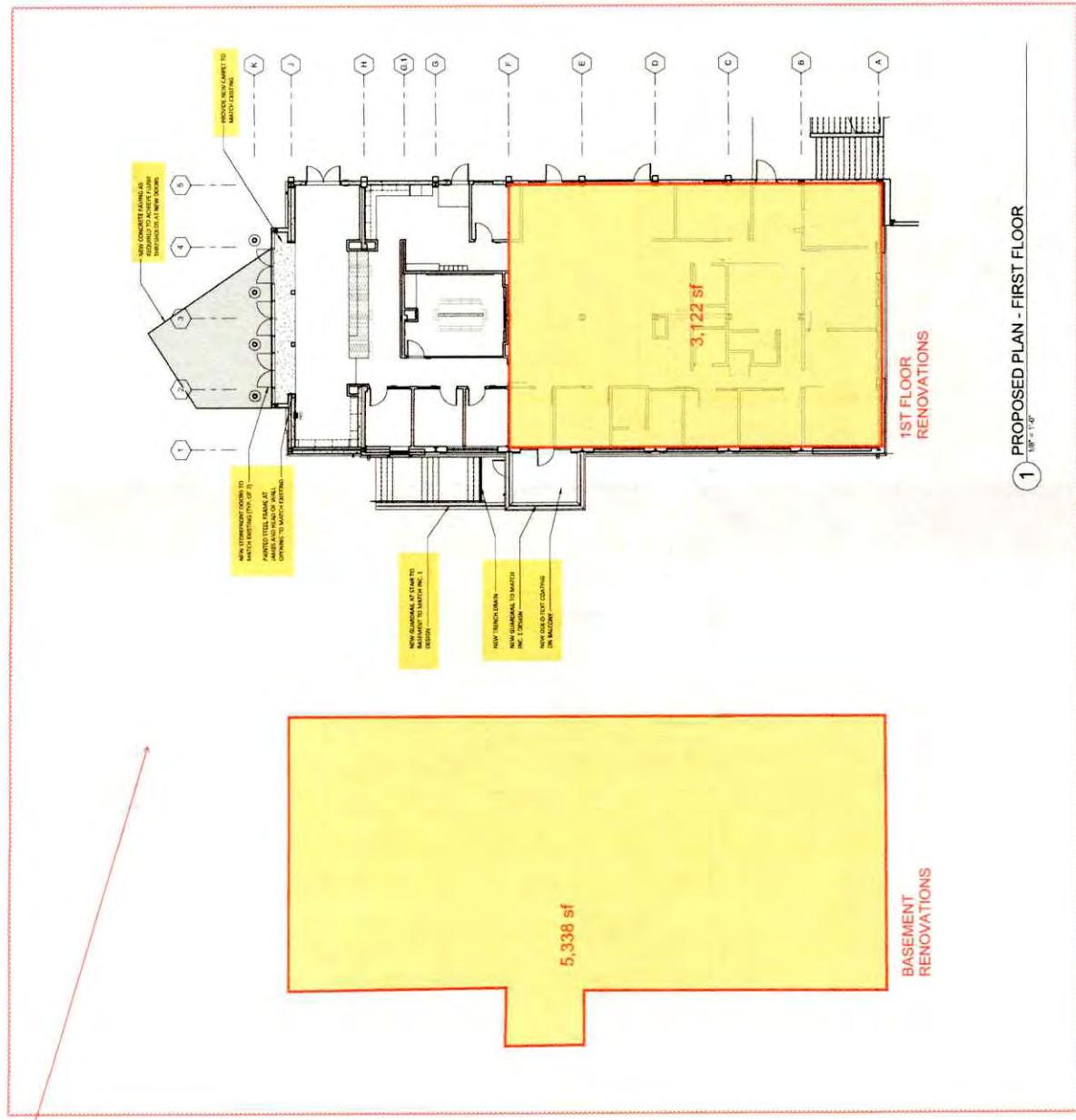
\* Effective 01/01/2019. Subject to change quarterly.



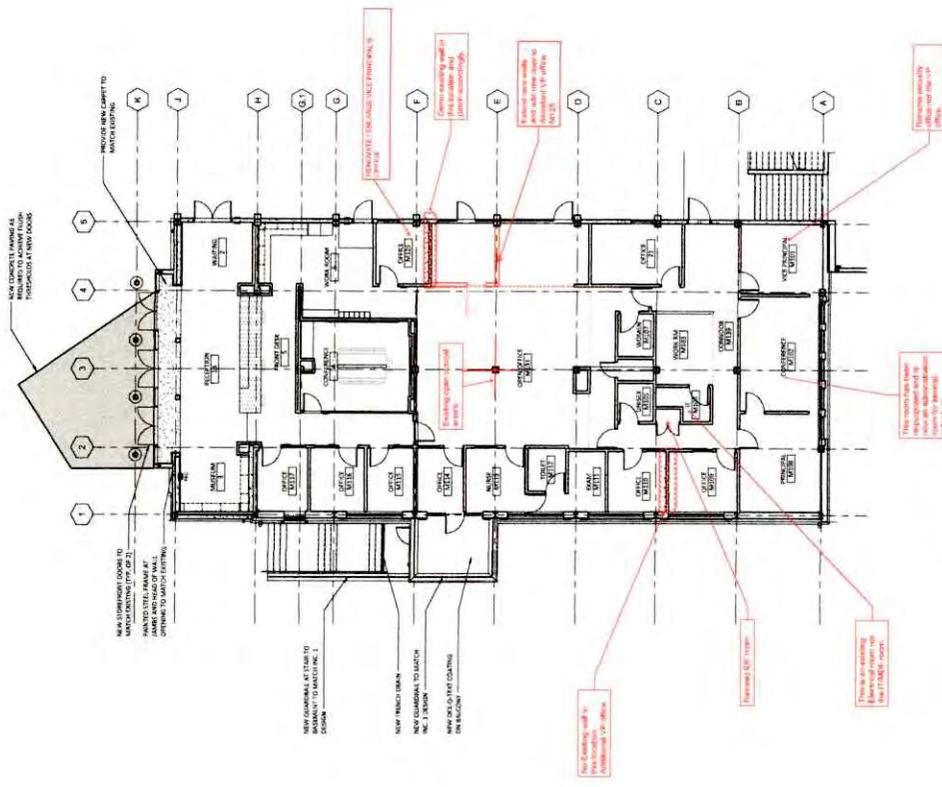


LCA ARCHITECTS  
 100% Design Development  
 100% Design Development  
 100% Design Development

This scope of work would fall under Section #Z Add /AI budget allowing. Contractor to be chosen by OUSD.



1 PROPOSED PLAN - FIRST FLOOR  
 1/8" = 1'-0"



**1 PROPOSED PLAN - FIRST FLOOR**  
 1/8" = 1'-0"

LCA to proceed per our field meeting with regards to exterior facade design changes.  
**Interior Exterior Renovation:**  
 How: It is agreed that the scope of work is to be done with current contractor on site CTV team.  
 1. Remove existing exterior cladding and all through louver detailing.  
 2. Install new GFFFC or steel concrete window/door details around existing windows and doors and at select other locations.  
 3. Install new window and door frames (i.e. concrete tilt, four sided).  
 4. Paint building exterior.  
 5. Replace all hand and general floor finish with new aluminum window system including:  
 6. Remove existing door on West side and provide new metal guarantee stained history and (stainless) access door.  
 7. City file not to remain as is.  
**2. Interior Details:**  
 Note: This scope of work will be performed by OUSD selected Contractor.  
 A. Recycle view principal office or construct a new office for additional VP when existing open office area is installed.  
 B. Install new flooring throughout existing to match treatment.  
 C. Install new ceiling in existing office area.  
 D. As an AIA/AIA to install new ceiling grid throughout existing. This detail and mechanical system may be replaced.  
 E. As an AIA/AIA to install new ceiling grid throughout existing. This detail and mechanical system may be replaced.  
 F. As an AIA/AIA to install new ceiling grid throughout existing. This detail and mechanical system may be replaced.  
 G. Add new ceiling to recognize the Library/Administration building within FA-16 system (according to 2000 ADA) to align with the balance of the project. If budgeting will allow.  
 H. As an AIA/AIA to install new sign as required from the current 13 - series to the 2000 series. If budgeting will allow.







## EXHIBIT 4



September 10, 2019

Mr. Joel Williams  
LCA Architects  
590 Ygnacio Valley Road, Suite 310  
Walnut Creek, CA 94596

Project: Fremont HS Library Renovation – ASR#1 – First and Second Floor Improvements  
4610 Foothill Blvd, Oakland, CA 94601  
KPW Proposal No. 19P552  
KPW Project No. 19C172

Subject: Add Service Request for Additional Structural Engineering Services

Dear Joel,

This add service request is based the additional scope of work identified in your e-mail from September 9, 2019. We understand that the district will be expanding the renovation of the library building to the first and second floors. We understand that the improvements at the first floor will include a light tenant improvement as well as a partial demo of the existing concrete wall at the reception area. The second-floor improvements include a light tenant improvement as well as new HVAC units. The work associated with the demo of the existing concrete wall will require discussions with DSA to ensure that a mandatory seismic upgrade of the entire building is not required. This will largely depend on DSA's interpretation baseline building conditions, as limited seismic strengthening was complete as part of Increment 1 of the campus modernization. This ASR assumes that discussions with DSA will be favorable (cost-effective) and that an extensive seismic upgrade of the building will not be required when removing portions of the concrete wall at the reception area.

The following scope of work is included:

1. Meet with DSA to discuss proposed demo of concrete wall at the reception area and obtain concurrence on the approach.
2. If DSA agrees that the entire building will not be required to be seismically strengthened, then design the openings in concrete walls. A limited seismic evaluation of the building will be required to prove the alteration is incidental.
3. Design HVAC structural support and anchorage as required.
4. Check existing structure for impact due to new TI
5. Review LCA's details for non-structural components associated with the TI such as ceilings, walls, etc.
6. Issue Construction Documents and supplemental calculations as required for DSA approval. Work may be provided under a separate DSA job number if necessary.
7. Respond to DSA structural review comments, attend back check meetings as required.
8. Provide Construction Administration support as necessary.

We propose to provide the above structural engineering services for the following lump-sum fees:

ASR#1 - 1 <sup>st</sup> & 2 <sup>nd</sup> Floor Improvements:	\$30,000
<b>Total Lump-Sum Fee:</b>	<b>\$30,000</b>



We will bill per the terms noted in the original proposal. We hope you find this proposal acceptable. If the fees and terms provided herein are acceptable, this letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We look forward to hearing from you soon.

Very truly yours,

KPW Structural Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Pardeep Jhutti', is written over the printed name.

Pardeep Jhutti, SE  
Principal

Accepted,

LCA Architects

By: \_\_\_\_\_

Date: \_\_\_\_\_



September 10, 2019

*Revised December 4, 2019*

**LCA Architects**

590 Ygnacio Valley Road, Suite 310

Walnut Creek, CA 94596

(925) 944-2743

[jwilliams@lca-architects.com](mailto:jwilliams@lca-architects.com)

**Attention:** Joel Williams, Architect

**Subject:** Fremont High School - Library Renovations - 4610 Foothill Blvd, Oakland, CA 94601

**Scope of Work Outline**

The following proposed scope of work is for the Library Building Renovations at Fremont High School (OUSD). EDesignC will engineer the Mechanical, Electrical, Fire Alarm, and Low Voltage Systems:

**Exterior Façade Renovations-**

1. Site visit to review current exterior lighting
2. Review of as build documents. To be provided by client
  - a. Remove failing exterior cladding and all through bolted detailing.
  - b. Install new GFRC details around windows and at select other locations.
  - c. Install new plaster and accent finishes (i.e. ceramic tile, metal panel, fiber cement)
  - d. Paint building exterior.
  - e. Replace ground floor wood windows/doors.
  - f. Add Alternate: Remove existing stair on West side and provide new metal guardrails around balcony and at basement access stair.

**Interior Renovations -**

1. Site Visit to review existing systems
2. 1<sup>st</sup> Floor Interiors
  - a. Renovate vice principal's office or construct a new office for her within existing open office area.
  - b. Install new flooring throughout existing to match Inc 1.
  - c. Install new lighting throughout existing to match Inc 1.
  - d. Add Alternate - Install new ceiling grid/tile throughout existing 1<sup>st</sup> floor to match Increment. This will include Mechanical Ductwork Modifications and equipment replacement. This will include new fire alarm devices being installed throughout the remainder of the first floor to match increment 1. It is assumed that the design will be completed 100% through DSA approval and then bid.
  - e. Add Alternate: Reprogram Existing Fire Alarm and Intrusion Alarm Devices Only. Basement, First Floor, and Second Floor. It is assumed that the design will be completed 100% through DSA approval and then bid.

587 Market Street, Suite 400, San Francisco, CA 94104

212 9<sup>th</sup> Street, Suite 203, Oakland, CA 94607

91 Gregory Lane, Suite 3, Pleasant Hill, CA 94523

Phone 415.963.4303

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



**Exclusions**

1. Site visits outside of those noted
2. Fire Sprinkler Design. Existing building with existing occupancy classification to remain.
3. Data infrastructure design. Assume existing to remain.
4. Phone infrastructure design. Assume existing to remain.
5. Intrusion Alarm Design. Existing systems to remain as-is.
6. HVAC design outside of the first floor interior space. Expecting existing systems to remain as-is.
7. Plumbing design. Existing systems to remain as-is.

**Phase Deliverables, Schedule, and Fee Compensation**

Fixed Fee shall be billed as noted below. Work outside of scope noted above will not be completed without written authorization. Tentative schedule is estimated – delays from city agencies, owner, architect or client may exceed time noted. Schedule is based on updates of models and backgrounds being provided from the client to EDesignC no later than 3 weeks prior to the agreed upon deadline.

<b>Deliverables</b>	<b>Schedule (TBD)</b>	<b>Fee</b>
<b>Exterior Façade Package</b>	Constructed by 11/20	\$6,500
<b>Interior Renovations, First Floor Base Bid</b>	Constructed by 11/21	\$12,500
<b>Interior Renovation, Ceiling Replacement Alternate – Mechanical</b>	Constructed by 11/21	\$14,000
<b>Interior Renovation, Ceiling Replacement Alternate – Fire Alarm</b>	Constructed by 11/21	\$6,750
<b>Reprogram FA and IA</b>	Constructed by 11/21	\$4,500
<b>Total Fixed Fee:</b>		\$44,250

- Invoice progress by the end of each month for work completed on this project or as submittals are completed
- Payment is due 30 days from the invoice date unless otherwise specified
- Payments not received by the due date shall bear interest at the rate of 10% per annum.

**EDesignC Proposed additional work for first floor spaces:**

1. New IT Design at 1<sup>st</sup> floor including current District Standard for the following systems:  
Data/Telephone/Intrusion/Clock/PA                      \$5,500.00



**Approval:**

Please indicate your acceptance of this proposal by signing and dating this agreement on the space provided. Return to [amber@edesignc.com](mailto:amber@edesignc.com), copying [admin@edesignc.com](mailto:admin@edesignc.com) when completed.

A handwritten signature in blue ink, appearing to read "Stephen Howarter", written over a horizontal line.

Stephen Howarter  
Principal  
EDesignC Incorporated

12/04/2019  
Date

\_\_\_\_\_  
Joel Williams  
Architect  
LCA Architects

\_\_\_\_\_  
Date

Oakland Unified School District  
 Fee Proposal for Renovation  
 and Upgrade to Library

Activity	Hours/each	Rate	Extension	Notes and Comments
Permit 1- Exterior Renovations- 100% DD package				
Review and familiarization- Exterior Renovation	4	\$ 150.00	\$ 600.00	
Quantity takeoff	10	\$ 150.00	\$ 1,500.00	
Initial Pricing	16	\$ 150.00	\$ 2,400.00	
Call for quotes	12	\$ 150.00	\$ 1,800.00	
Final pricing	8	\$ 150.00	\$ 1,200.00	
QA/QC	2	\$ 150.00	\$ 300.00	
Oakland Unified School District- format	5	\$ 150.00	\$ 750.00	
subtotal 100% CDs			\$ 8,550.00	
Permit 1- Exterior Renovations/Additions- 100% DD package				
Review and familiarization- Interior Renovation	6	\$ 150.00	\$ 900.00	
Quantity takeoff	16	\$ 150.00	\$ 2,400.00	
Initial Pricing	16	\$ 150.00	\$ 2,400.00	
Call for quotes	10	\$ 150.00	\$ 1,500.00	
Final pricing	10	\$ 150.00	\$ 1,500.00	
QA/QC	2	\$ 150.00	\$ 300.00	
Oakland Unified School District- format	6	\$ 150.00	\$ 900.00	
subtotal 100% CDs	66		\$ 9,900.00	
Permit 2- Interior Renovations/Additions- 100% CD package				
Review CD and compare to DDs-Interior Renovation	5	\$ 150.00	\$ 750.00	
Quantity takeoff	16	\$ 150.00	\$ 2,400.00	
Initial Pricing	8	\$ 150.00	\$ 1,200.00	
Call for quotes	10	\$ 150.00	\$ 1,500.00	
Final pricing	8	\$ 150.00	\$ 1,200.00	
QA/QC	4	\$ 150.00	\$ 600.00	
Oakland Unified School District- format	6	\$ 150.00	\$ 900.00	
subtotal 100% CDs			\$ 8,550.00	
total labor		\$	\$ 27,000.00	
Printing, copying, misc direct expenses	3	\$ 250.00	\$ 750.00	
Total fees for L. Luster & Associates		\$	\$ 27,750.00	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2019

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

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

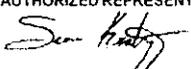
<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 510-465-3090      FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> LCA Architects, Inc. 590 Ygnacio Valley Road Walnut Creek CA 94596	<b>INSURER A:</b> Hartford Casualty Insurance Co.      29424	
	<b>INSURER B:</b> National Union Fire Ins Co PittsburghPA      19445	
	<b>INSURER C:</b> Arch Insurance Company      11150	
	<b>INSURER D:</b> American Automobile Ins. Co.      21849	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1492235254      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWLQ8132	5/30/2019	5/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EBU031439288	5/30/2019	5/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0066131901	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PAAEP0020103	12/1/2019	12/1/2020	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: Fremont New Construction Project - Oakland Unified School District is named as an Additional Insured as respects General Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Division of Facilities Planning & Mgmt. 955 High Street Oakland CA 94601-4404	<b>CANCELLATION 30 Day Notice of Cancellation</b>  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 

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured LCA Architects, Inc.

Policy Number SCW0066131901

Producer Dealey, Renton & Associates

Effective Date 01/01/2019

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**Schedule**

**Person or Organization**

**Job Description**

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIE TO A CONTRACT THAT REQUIRED YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS

**Additional Premium %**

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

This is a summary of the coverage provided under the following form (complete form available):

**BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05****Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2019

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

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

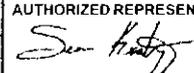
<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 510-465-3090		FAX (A/C, No): 510-452-2193
	E-MAIL ADDRESS: certificates@dealeyrenton.com		
<b>INSURED</b> LCA Architects, Inc. 590 Ygnacio Valley Road Walnut Creek CA 94596	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Hartford Casualty Insurance Co.		29424
	INSURER B : National Union Fire Ins Co PittsburghPA		19445
	INSURER C : Arch Insurance Company		11150
	INSURER D : American Automobile Ins. Co.		21849
	INSURER E :		

**COVERAGES**                      **CERTIFICATE NUMBER: 1492235254**                      **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWLQ8132	5/30/2019	5/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU031439288	5/30/2019	5/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0066131901	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PAAEP0020103	12/1/2019	12/1/2020	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Fremont New Construction Project - Oakland Unified School District is named as an Additional Insured as respects General Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Division of Facilities Planning & Mgmt. 955 High Street Oakland CA 94601-4404	<b>CANCELLATION 30 Day Notice of Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured LCA Architects, Inc.

Policy Number SCW0066131901

Producer Dealey, Renton & Associates

Effective Date 01/01/2019

---

**Schedule**

**Person or Organization**

**Job Description**

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIE TO A CONTRACT THAT REQUIRED YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS

**Additional Premium %**

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

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- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

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- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fremont High School New Construction Project	<b>Site</b>	302
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### Basic Directions

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

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

<b>Contractor Name</b>	LCA Architects	<b>Agency's Contact</b>	Carl Campos				
<b>OUSD Vendor ID #</b>	002515	<b>Title</b>	CEO				
<b>Street Address</b>	245 Ygnacio Valley Road	<b>City</b>	Walnut Creek	<b>State</b>	CA	<b>Zip</b>	94596
<b>Telephone</b>	510-444-7959	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	13158						

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	3-13-2016	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2020
		<b>New Date of Contract End (If Any)</b>	2-28-2021

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$ 8,607,465.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ 500,000.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

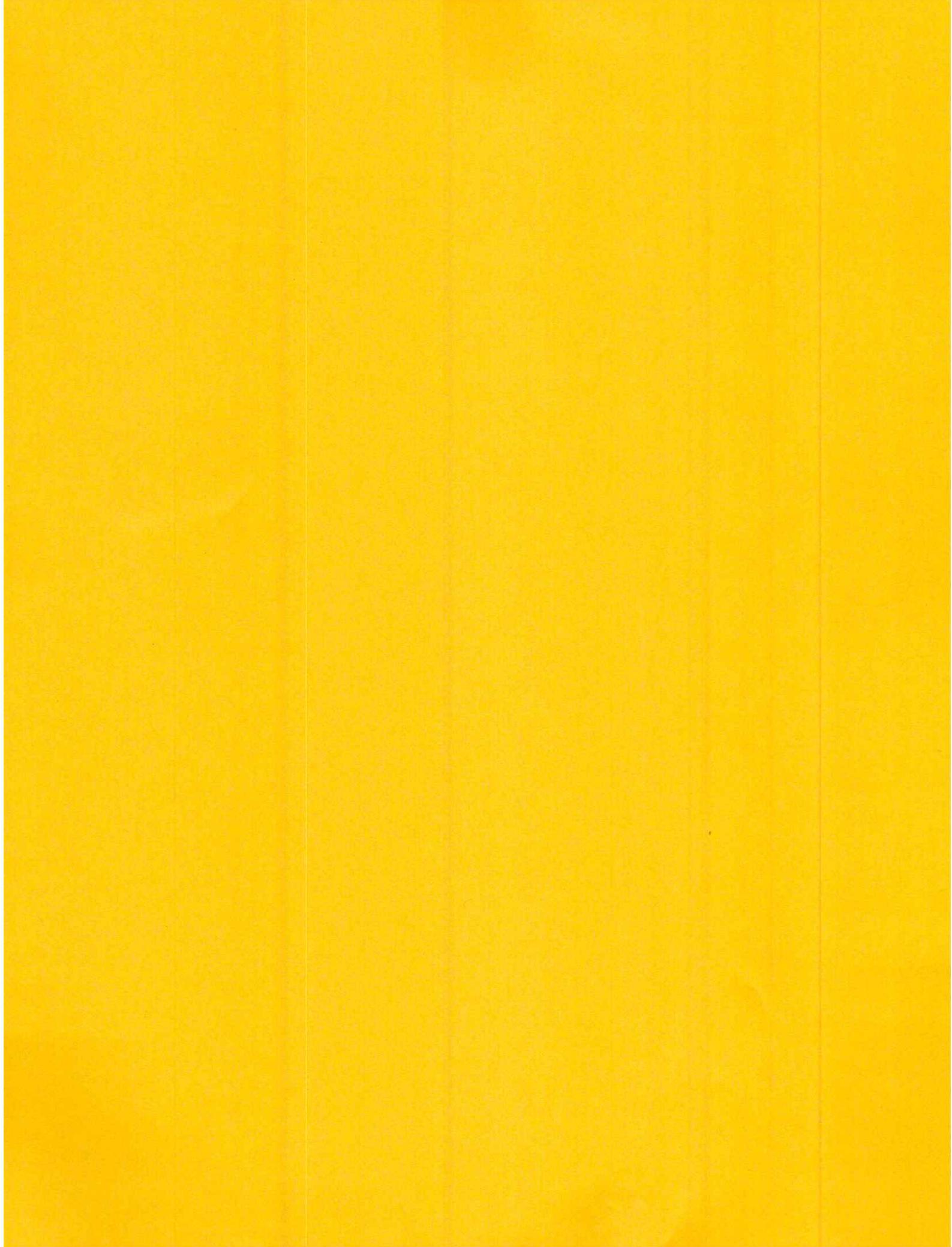
*If you are planning to multi fund a contract, please use the following format: Org Key - Object Code - Amount*

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9594	Fund 21 Measure J	210-9650-0-9594-8500-6215-302-9180-9905-9999-99999	6215	\$500,000.00

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	1/22/2020		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	1/29/20		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	1/29/20		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



Board Office Use: Legislative File Info.	
File ID Number	18-2637
Introduction Date	1-9-2019
Enactment Number	19-0023
Enactment Date	1/9/2019 lf



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Timothy White, Deputy Chief, Facilities Planning and Management

*TW*

**Board Meeting Date** 1-9-2019  
**Subject** Amendment No. 4 to AN ARCHITECTURAL AGREEMENT  
 Contractor: LCA Architects  
 Services For: Fremont High School New Construction

**Action Requested and Recommendation** Approval by the Board of Education of Amendment No. 4 to AN ARCHITECTURAL AGREEMENT between Oakland Unified School District and LCA Architects, Walnut Creek, CA, for the latter to

Provide additional architectural services includes: ASR#1 Project Frog 12 classrooms; ASR#9 - Building B replacement window study; ASR#10 - LCA fee adjustment; ASR#11 - Temp wellness clinic design; ASR#12 - Wellness center plan revisions.

for the period of 3-13-2016 through 12-31-2020 in an amount not to exceed 8,607,465.

**Prior Contract** The Agreement was previously approved by the Board on 9-12-2018 (Enactment No. 18-1476).

**Modification** This amendment modifies the scope of work and compensation. All other provisions remain the same.

**Competitively Bid** Was this contract competitively bid? Yes  
 If no, exception:

**Fiscal Impact** Funding resource(s): Fund 21, Measure J

**Attachments**

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	18-2637
Introduction Date	1-9-2019
Enactment Number	19-0023
Enactment Date	1/9/2019 If



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

**AMENDMENT NO. 4 TO**  
**AN ARCHITECTURAL AGREEMENT**

This Amendment amends AN ARCHITECTURAL AGREEMENT between Oakland Unified School District (OUSD) and LCA Architects (Contractor) entered into on 3-13-2016 (OUSD Enactment No. 16-0485). The parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work is unchanged.  The scope of work has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

Revised scope of work attached. OR  CONTRACTOR agrees to provide the following amended services:

Provide additional architectural services includes: ASR#1 Project Frog 12 classrooms; ASR#9 - Building B replacement window study; ASR#10 - LCA fee adjustment; ASR#11 - Temp wellness clinic design; ASR#12 - Wellness center plan revisions.

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

**If the term has changed:** The contract term began on 3-13-2016 and expires on 3-1-2019. The parties agree to extend the contract through 12-31-2020.

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

**If the compensation has changed:** The contract price is amended by

- Increase of \$ 3,165,755 to original contract amount.
- Decrease of \$ \_\_\_\_\_ to original contract amount.

The new contract total is Eight Million, Six hundred seven thousand, four hundred sixty Dollars ( 8,607,465 )

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

5. **Amendment History:**

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

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

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Aimee Eng* 1/10/2019  
 \_\_\_\_\_ Date  
 President, Board of Education  
 Superintendent  
 Chief or Deputy Chief  
*[Signature]* 1/10/2019  
 \_\_\_\_\_ Date  
 Secretary, Board of Education

**CONTRACTOR**

*[Signature]* 12/12/18  
 \_\_\_\_\_ Date  
 Contractor Signature  
CARL E. CAMPOS, CEO  
 \_\_\_\_\_  
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<u>[Signature]</u>		12/17/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief	<u>[Signature]</u>		12/18/18
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

**Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)**

Please select:

Action Item Included in Board Approved SPSA (no additional documentation required)–Item Number: \_\_\_\_\_

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Provide additional architectural services includes: ASR#1 Project Frog 12 classrooms; ASR#9 - Building B replacement window study; ASR#10 - LCA fee adjustment; ASR#11 - Temp wellness clinic design; ASR#12 - Wellness center plan revisions.



Date: **December 7, 2017**

LCA Project #14019

**ASR #1**

Project: **Fremont High School**

Owner: **Oakland Unified School District**

Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.

Individual: **Mr. Tadashi Nakadegawa / Ms. Kenya Chatman**

Subject: **Modular Building Classroom**

Explanation: **Incorporate the following programmatic changes as directed by the District:**

Services: **Professional Services to be provided:**

#### GENERAL

- This PC building is critical to the project schedule.
- Project Frog can meet the requirements to submit its PC 12-classroom building to DSA on 1/8/2018.

#### CONTRACT

- Project Frog to provide LCA with fee for PC building
- Project Frog to provide LCA with engineering fee for site retaining wall (coordinate with civil & landscape)
- Project Frog to provide LCA with engineering fee for make generic MEP systems site specific
- Project Frog to send over a revised fee proposal ASAP.
- LCA, in response to PF proposal, will send over draft AIA contract for Project Frog to review.
- Project Frog to be intimately involved during DSA review and approval process.

#### LCA WORK

- LCA responsible to assemble all drawings and specifications and submit to DSA
- LCA Subconsultant Civil & Landscape to provide site work around building
- LCA Subconsultant Electrical to provide fire alarm & low-voltage for the building

#### OUSD COORDINATION

- LCA to provide Project Frog link to OUSD standards
- Project Frog PC Mechanical Systems to be coordinated with OUSD standards
- Project Frog PC Plumbing Fixtures to be coordinated with OUSD standards
- Elevator is deferred approval—coordinate with District standards
- Interior finishes need to be coordinated with District standards

**POTENTIAL CUSTOMIZATION**

- Sheet A201 - Corner of building facing Foothill & 47th Avenue can be customized as long as weight of exterior finishes is no more than 10 PSF.
- Sheet A201 – Control joints can be adjusted depending on how cement plaster is to be painted
- Sheet A201 / Detail 2 – Both roof ladders to be eliminated / corridor clerestory windows to be translucent glazing
- Sheet A201 / Detail 4 – 2 doors along 47th Avenue behind large retaining wall are a problem. See Sheet A101 – access electrical room and fire riser from data room. If possible eliminate exterior doors at back of building along 47th Avenue.

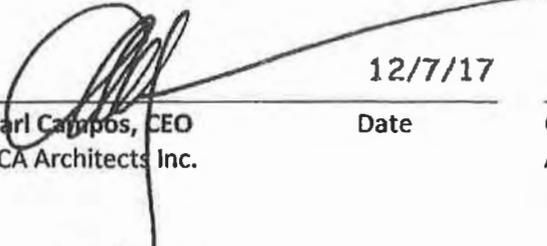
**PROJECT COORDINATION**

- LCA will coordinate with Building and OUSD PM to incorporate Project Frog into routine coordination meetings
- Project Frog to provide us with the names of everyone who needs to be copied on this project moving forward
- Project Frog to send LCA copy of REVIT model

Description	A&E Fee
Architectural Coordination	= No Charge
Project Frog	
Option 1 - 12 Classroom; 2-Story; Double Loaded Base (PC) 19,272 SF Design Fee	\$67,445.00
Structural Design for Soil Retention System (SRS)	\$20,000.00
MEPF Site Adapt + Construction Admin	\$23,500.00
<b>Total</b>	<b>Not to Exceed \$110,945.00</b>

**TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed) \$110,945.00**

Thank you,

	12/7/17	_____ Date	_____ Date
Carl Campos, CEO LCA Architects Inc.		OUSD	Authorization of Additional Services indicated.

**Attachments:**

- Project Frog Fee Proposal dated 10/6/17 (9 pages)



**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

This is a summary of the coverage provided under the following form (complete form available):

**BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05****Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: LCA Architects, Inc.

Policy Number SCW0001811801

Producer: Dealey, Renton & Associates

Effective Date 1/1/2018

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**Schedule**

**Person or Organization**

Oakland Unified School District  
955 High Street  
Oakland CA 94601

**Job Description**

Re: 14019 OUSD - Fremont High School  
- Oakland Unified School District, the Construction  
Manager, their representatives, consultants,  
trustees, officers, officials, employees, agents,  
volunteers and directors

**Additional Premium %**

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



---

Authorized Representative



**AMENDMENT ROUTING FORM 2018-2019**

Amendment No. 4 to AN ARCHITECTURAL AGREEMENT

**Directions**

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

- To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change.
- OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Board approved copy of the original contract and any prior Amendments.

**Contractor Information**

Contractor Name	LCA Architects	Contractor's Contact	Carl Campos		
OUSD Vendor ID #	002515	Title	Manager		
Street Address	245 Ygnacio Valley Road	City, State	Walnut Creek, CA	Zip Code	94596
Telephone	925-944-1626	Email (required)	ccampos@lca-architects.com		

**Compensation and Terms**

Current Contract Amount	\$5,441,710.00	OUSD Vendor ID #	002515	Start Date of Original Contract	3-13-2016
Amount of Increase	3,165,755	Original PO #		Current Term End Date	12-31-2020
Amount of Decrease		New Requisition #		New Term End Date*	12-31-2020
New Total Contract Amount	8,607,465	% Change		*Must be no more than five years from the start date	

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

Requisition No.	Budget Number	Resource Name	Amount
	210-9450-0-9594-8500-6215-302-9180-9905-9999-99999	9450/9594	\$ 3,165,755.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

**Contract History**

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	18-1476	Fremont High School New Construction Project	\$5,441,710.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount

**OUSD Contract Originator Information**

Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa	@ousd.org
Site/Dept. Name	Department of Facilities Planning and Management	Site #	918	Phone 510-535-7038

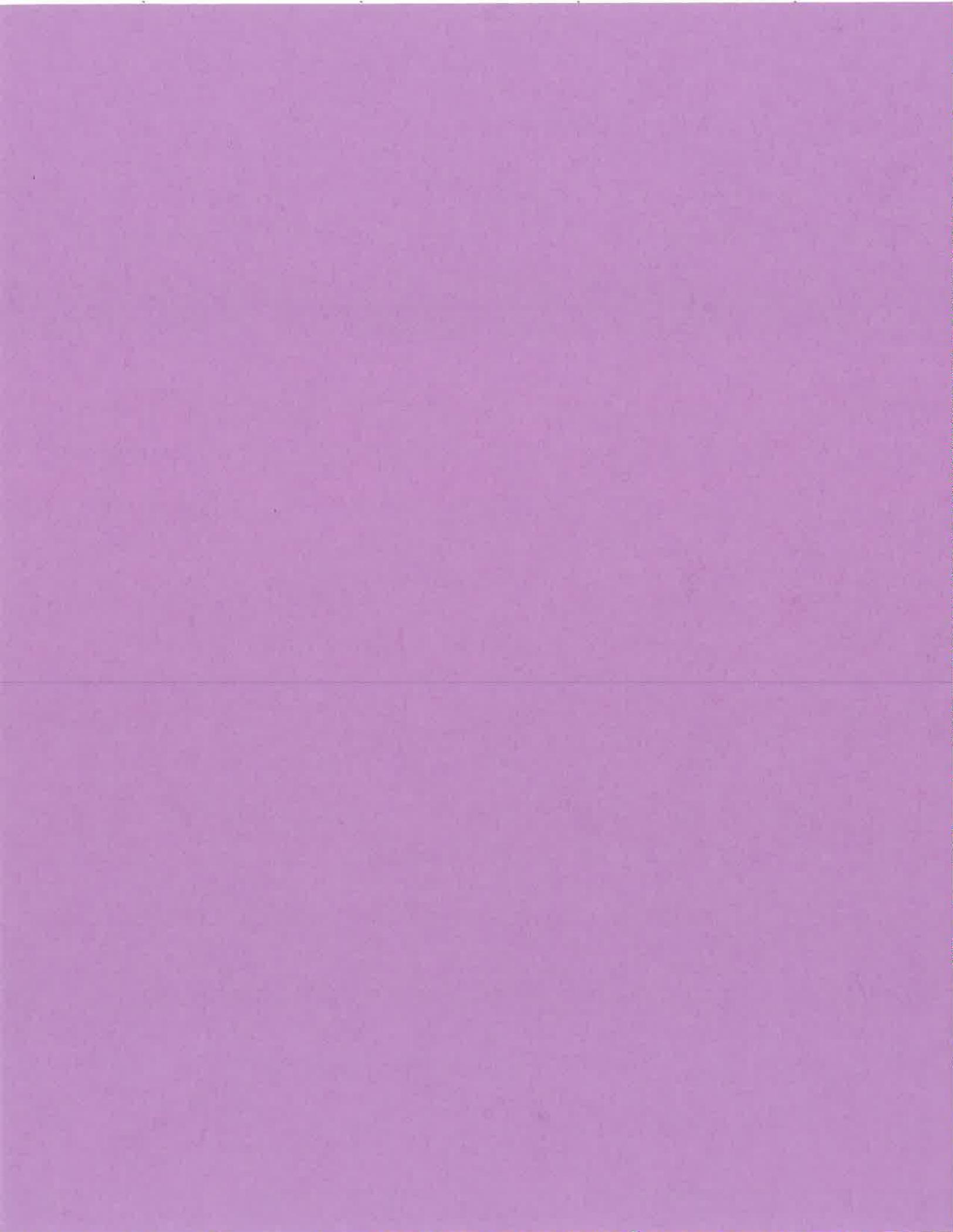
**Approval and Routing (in order of approval steps)**

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			12/18/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			12/18/18
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: \_\_\_\_\_

**THIS FORM IS NOT A CONTRACT**



Board Office Use: Legislative File Info.	
File ID Number	18- <i>1825</i>
Introduction Date	9-12-2018
Enactment Number	18-1476
Enactment Date	9/12/18 lf



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education 

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** September 12, 2018

**Subject** Amendment No. 3, an Architectural Agreement -LCA Architects -Fremont New Construction Project

**Action Requested** Approval by the Board of Education of Amendment No. 3, for an Architectural Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide additional revised construction documents for Increments 1 & 2 to reflect the site features, doorways, and utilities added to the previous survey, in conjunction with the Fremont New Construction Project, for performance of services specified in the scope of work in an amount of \$20,950.00 increasing the previous contract amount from \$5,420,760.00 to a not-to-exceed amount of \$5,441,710.00. All remaining portions of the agreement shall remain in full force and effect.

**Discussion** Additional services needed for safety concerns for the upgrade to the existing building.

**LBP** (Local business participation percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No. 3, for an Architectural Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide additional revised construction documents for Increments 1 & 2 to reflect the site features, doorways, and utilities added to the previous survey, in conjunction with the Fremont New Construction Project, for performance of services specified in the scope of work in an amount of \$20,950.00 increasing the previous contract amount from \$5,420,760.00 to a not-to-exceed amount of \$5,441,710.00. All remaining portions of the agreement shall remain in full force and effect.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Amendment No. 1, including scope of work
- Consultant Proposal
- Insurance certificate



  
 \_\_\_\_\_  
 Timothy White, Deputy Chief  
 Facilities, Planning and Management      Date \_\_\_\_\_

  
 \_\_\_\_\_  
 Marion McWilliams,  
 General Counsel, Facilities, Planning and Management      Date 8/20/18

**EXHIBIT "A" Scope of Work**

**Contractor Name: LCA Architects**

**Billing Rate: Twenty thousand, nine hundred fifty NO/100 dollars (\$20,950.00)**

**1. Description of Services to be Provided**

The scope includes revised construction documents for Increments 1 & 2 to reflect the site features, doorways, and utilities added to the previous survey. Consultant to extensive redesign of landscape, planting & irrigation plans.

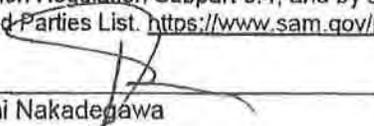
**2. Specific Outcomes:**

Create equitable opportunities for learning; and provide accountability for quality.

**3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:**

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

  
 \_\_\_\_\_  
 Tadashi Nakadegawa  
 Director of Facilities Planning & Management



---

*Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.*

---

PROJECT: Fremont High School Modernization & New Construction LCA #14019  
DATE: July 17, 2018  
OWNER: Oakland Unified School District – Attn: Amy Haedt  
WORK: Site Revisions per Supplemental Survey

**SCOPE OF SERVICES:**

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This ASR is based on the Issuance of a revised topographic survey on March 12, 2018 for the site with additional information and utilities shown, along with potholing efforts by the Contractor and subsequent revisions resulting from the newly provided information.

CDG has revised the Construction Documents for Increment 1 to reflect the site features, doorways, and utilities added to the previously issued survey. In addition, CDG has implemented changes to the plans in response to the discovered utilities by the Contractor during potholing activities. Construction phase services in support of the revised design shall be provided.

CDG has revised the Construction Documents for Increment 2 to reflect the site features and utilities added to the previously issued survey. In addition, CDG has implemented changes to the plans in response to the discovered utilities by the Contractor during potholing activities. Construction phase services in support of the revised design shall be provided.

KMC has performed extensive redesign of landscape, planting and irrigation plans in coordination with the changes to the civil backgrounds as a result of the supplementary survey information that was received.

LCA continues to perform the required coordination under the terms of the existing contract.

All the work described in this ASR has already been performed by the design team in support of Construction for Increment 1 and DSA Approval for Increment 2.





For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

1. PROJECT FEE SCHEDULE

	Hours	Rate	Fee
CIVIL - Calichi Design Group			\$12,175.00
LANDSCAPE - Keller Mitchel			\$6,870.00
<b>Total</b>			<b>\$19,045.00</b>

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,

  
 Carl Campos, CEO  
 LCA Architects

DATE

\_\_\_\_\_  
 DISTRICT REPRESENTATIVE DATE  
*Authorization of Additional Services indicated*

ATTACHMENTS

- Exhibit A – CallChi Design Group ASR #1 dated 05/11/18 (3 pages)
- Exhibit B – Keller Mitchell & Co Extra Services dated 5/8/18 (1 page)



# CALICHI DESIGN GROUP

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

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May 11, 2018

## Exhibit A

**Mr. Joel Williams**

Architect

**LCA Architects, Inc.**

590 Ygnacio Valley Road, Suite 310

Walnut Creek, CA 94596

(925) 944-1626

**RE: Additional Service Request (ASR) #1 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations Increments 1 and 2**

Mr. Williams:

CaliChi Design Group ("CDG" or "the Consultant") is pleased to submit this Additional Service Request (the "ASR") to LCA Architects, Inc. ("the Client") to provide civil engineering and associated services for the above-referenced project ("The Project").

**PROJECT UNDERSTANDING:** This ASR #1 is based on the District issuing a revised topographic survey on March 12, 2018 for the site with additional information and utilities shown along with potholing efforts by the Contractor and subsequent revisions resulting from the newly discovered information.

In addition, the District determined after both Increments 1 and 2 were submitted to DSA for review that the project is only responsible for treating the disturbed areas of the site. This is new information relative to the EIR approved for the project stating full compliance with Municipal Regional Permit.

The following assumptions have been used to draft this ASR:

- There are no changes to the legal property boundary or easements.
- The standards and practices in effect at all agencies having jurisdiction at the time of this ASR will remain unchanged and in effect throughout the course of the Project. Should there be changes to the development code, or revisions to the standards that will result in changes to the scope of services or project as presented, CDG will provide revisions to the plans and supplemental studies, as required. This work will be completed under a separate contract.

The following items, if required, will be provided by others:

- Payment of all Permit or Impact Fees resulting from the revisions.

The following items, if required or desired, may be provided as an Additional Service:

- Physical Utility Exploration, Potholing, Mechanical Detection, Verification, Testing, or Inspections
- Certifications or Liability Releases

### SCOPE OF SERVICES:

**Task 1: Increment 1 Plan Site, Grading, and Utility Revisions** – CDG will revise the Construction Documents for Increment 1 to reflect the site features, doorways, and utilities added to the previously issued survey. In addition, CDG will implement changes to the plans in response to the discovered utilities by the Contractor during potholing activities. Hours spent to date on the revisions can be provided upon request.

CDG has will provide construction phase services in support of the revised plans.

*Deliverable: Electronic copies (AutoCAD and pdf) of the revised plans.*



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Oakland, CA 94608  
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**Task 1: Increment 2 Plan Revisions** – CDG will revise the Construction Documents for Increment 2 to reflect the site features and utilities added to the previously issued survey. In addition, CDG will implement changes to the plans in response to the discovered utilities by the Contractor during potholing activities. Hours spent to date on the revisions can be provided upon request.

CDG has will provide construction phase services in support of the revised plans.

*Deliverable: Electronic copies (AutoCAD and pdf) of the revised plans.*

**Additional Services** - Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis. Subsequent iterations of any of the Tasks listed above can be undertaken using for the same scope and fee that appears above if undertaken within 6 months of the date of this ASR. Should Additional Services be undertaken on an hourly basis, and if requested by the Client, CDG will provide the Client with an hour estimate (with conditions) for the requested scope of services. In addition to this remedy, the Client has the option to renegotiate lump sum fees for additional consulting services.

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

- Signed ASR
- Legal access to the site
- Previous project submittals, conditions of approval or other correspondence with agencies
- Comprehensive utility as-builts in pdf format for the site
- Any project fees due to any agency having jurisdiction.

**Schedule** - CDG will provide its services in a professional manner in order to meet a mutually agreed upon schedule.

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

**Closure** - In addition to the matters set forth herein, our ASR shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the terms "the Consultant" and "CDG" shall refer to CaliChi Design Group, and the term "the Client" shall refer to LCA Architects, Inc.



# CALICHI DESIGN GROUP

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

**METHOD OF COMPENSATION:** *ASR #1 for Professional Civil Engineering and related services for the Fremont High School*

Task	Task Description	Labor Fee
1	Increment 1 Plan Revisions	\$ 4,850
2	Increment 2 Plan Revisions	\$ 6,825
<b>EXPENSE</b>	Reimbursable Expenses (Estimated)	\$ 500

Fees listed above are Lump Sum unless specified otherwise. All Terms and Conditions shall be per the Base Contract dated December 16, 2015.

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

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

**CaliChi Design Group**

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

TITLE: Principal

DATE: May 11, 2018

May 8, 2018

## Exhibit B

Brent Randall  
LCA Architects  
5900 Ygnacio Valley Road, Suite 310  
Walnut Creek, CA 94596

RE: Fremont High School Increment #2  
Landscape Architectural Extra Services

Dear Brent:

As you are aware, Fremont High School Increment #2 is getting ready to go into backcheck and Cahill Contractors had some issues with Building B and the Project Frog building waterproofing, shoring issues at the sidewalk and the bio retention areas. As a result of these issues, we will need to revise our drawings to be in line with the revised civil bases. It will affect our layout, planting and irrigation drawings. We will bill you on an hourly not to exceed basis for the modifications.

Here are the following hours and staff associated time with this issue:

Amy Cupples	34 hours @ \$180 =	\$ 6,120
Irrigation Consultant	6 hours @ \$125 =	\$ 750
TOTAL		\$ 6,870

If this proposal meets with your approval, please sign and return one executed copy to us for our files. We can start these documents when we receive a signed proposal and new civil bases.

Sincerely,

Accepted:



Jacquie Keller  
Principal

\_\_\_\_\_  
LCA Architects

\_\_\_\_\_  
Date



**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

This is a summary of the coverage provided under the following form (complete form available):

**BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05****Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

**If the following information is not complete, refer to the appropriate Schedule attached to the policy.**

Insured: LCA Architects, Inc.

Policy Number SCW0001811801

Producer: Dealey, Renton & Associates

Effective Date 1/1/2018

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**Schedule**

**Person or Organization**

Oakland Unified School District  
955 High Street  
Oakland CA 94601

**Job Description**

Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, volunteers and directors

**Additional Premium %**

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.)

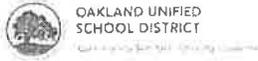
You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



---

Authorized Representative



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Fremont New Construction

Site 210

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Attachment Checklist: Proof of general liability insurance, Workers compensation insurance certification

Contractor Information

Contractor Name LCA Architects, Agency's Contact Carl Campos, OUSD Vendor ID # 002515, Address 245 Ygnacio Valley Road, Walnut Creek, CA 94596, Contractor History Previously been an OUSD contractor?, OUSD Project # 13158

Term

Date Work Will Begin 1/16/2016, Date Work Will End By (not more than 5 years from start date)

Compensation

Total Contract Amount \$5,420,760.00, Total Contract Not To Exceed \$20,950.00, Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount \$5,441,710.00, Other Expenses Requisition Number

Budget Information

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

Table with 5 columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9350, Fd21 Measure J, 210-9350-0-9594-8500-6215-302-9180-9905-9999-99999, 6215, \$5,441,710.00

Approval and Routing (in order of approval steps)

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

Division Head Phone 510-535-7038 Fax 510-535-7082

1. Director, Department of Facilities Planning and Management. Signature [Handwritten], Date Approved 8/16/18

2. General Counsel, Department of Facilities Planning and Management. Signature [Handwritten], Date Approved 8/20/18

3. Deputy Chief, Department of Facilities Planning and Management. Signature [Handwritten], Date Approved

4. Senior Business Officer, Board of Education. Signature [Handwritten], Date Approved

5. President, Board of Education. Signature [Handwritten], Date Approved



Board Office Use: Legislative File Info.	
File ID Number	18-0964
Introduction Date	5-9-2018
Enactment Number	18-0776
Enactment Date	5/9/18 lf



OAKLAND UNIFIED  
SCHOOL DISTRICT  
*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trappnell, Superintendent and Secretary, Board of Education  
Roland Broach, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** May 9, 2018

**Subject** Amendment No. 2 Independent Consultant Agreement - LCA Architects - Fremont New Construction Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, for an Independent Consultant Agreement between the District and LCA Architects, Walnut Creek, CA, for the latter to provide professional services for the planning, criteria, design and oversight for typical production systems for Recording Studio design in conjunction with the Fremont New Construction Project, in an amount of \$30,000.00, increasing the previous contract amount from \$5,390,760.00 to a not-to-exceed amount of \$5,420,760.00. All remaining portions of the agreement shall remain in full force and effect.  
\*Agreement approved April 13, 2016; File No. 16-0232; Enactment No.16-0485

**Discussion** The proposed scope of work will assist the Architect in reviewing the program and design work that has been accomplished to date and provide guidance on the related architectural and engineering accommodations that will be required and to assist the Architect with all contract detail development.

**LBP** (Local business participation percentage) 48.00%

**Recommendation** Approval by the Board of Education of Amendment No. 2, for an Independent Consultant Agreement between the District and LCA Architects, Walnut Creek, CA, for the latter to provide professional services for the planning, criteria, design and oversight for typical production systems for Recording Studio design in conjunction with the Fremont New Construction Project, in an amount of \$30,000.00, increasing the previous contract amount from \$5,390,760.00 to a not-to-exceed amount of \$5,420,760.00. All remaining portions of the agreement shall remain in full force and effect.  
\*Agreement approved April 13, 2016; File No. 16-0232; Enactment No.16-0485



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools. Thriving Students.*

**Fiscal Impact**

Fund 21, Measure B

**Attachments**

- Amendment No. 2, including scope of work
- Insurance Certificate





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

Legislative File ID No. 18-0964

Department: Facilities Planning and Management

Vendor Name: LCA Architects

Project Name: Fremont New Construction Project No.: 13158

Contract Term: Intended Start: 1/16/2016 Intended End: 12/31/2020

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$30,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy?  Yes (No if Unchecked)

How was this Vendor selected?

This is amendment #2 to LCA/QKA's original contract.

Summarize the services this Vendor will be providing.

This additional scope of services includes professional services for the planning, criteria, design and oversight as described below for the following typical production systems:

1. Production rigging systems
2. Production lighting control
3. Audio visual systems
4. FF&E - draperies, production lighting fixtures, and portable AV equipment

A \$8,000 owner's contingency has been added.

Was this contract competitively bid?  Yes (No if Unchecked)

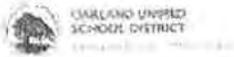
If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**



## AMENDMENT NO. 2 TO ARCHITECTURAL AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and LCA Architects. OUSD entered into an Agreement with CONTRACTOR for services on March 23, 2016, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	The scope of work is <u>unchanged</u> .	X The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide professional services for the planning, criteria, design and oversight of typical production systems.</u></p>		
2. <b>Terms (duration):</b>	X The term of the contract is <u>unchanged</u> .	The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	X The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is</p> <p style="padding-left: 40px;">X increase of \$30,000.00 to the original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>		
<p>and the contract total is Five Million Four Hundred Twenty Thousand Seven Hundred Sixty and No/100 (\$5,420,760.00).</p>		

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	03-28-18	Seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade.	\$74,760.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 5/10/18  
 Aimee Eng, President, Board of Education Date  
[Signature] 5/10/18  
 Kyla Johnson-Trammell, Superintendent Date  
 Secretary, Board of Education  
[Signature] 6-23-18  
 Roland Broach, Interim Deputy Chief Date  
 Facilities, Planning and Management  
[Signature] 4/24/18  
 Marion McWilliams, Date  
 General Counsel, Facilities, Planning and Management

CONTRACTOR  
[Signature] 4/4/18  
 Contractor Signature Date  
CAROL ANTONIO CEO  
 Print Name, Title

[Signature]

EXHIBIT "A" Scope of Work

Contractor Name: LCA Architects

Billing Rate: \$30,000.00

1. Description of Services to be Provided

The scope of work to provide professional services for the planning, criteria, design and oversight of typical production systems.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

[Signature]  
 Cesar Monterrosa  
 Director of Facilities Planning & Management

f  
f



April 5, 2018

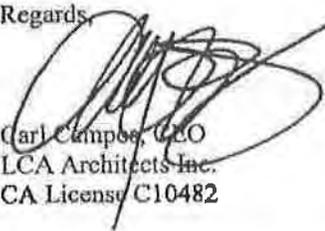
Oakland Unified School District  
Division of Facilities Planning & Management Department  
955 High Street  
Oakland, CA 94601

Regarding: LCA Architects Authorized Signatories

To Whom It May Concern:

The Employees bearing Chief Executive Officer (CEO), and President titles are hereby authorized to sign on behalf of Loving Campos Associates Architects, Inc dba LCA Architects Inc., a California corporation.

Regards,



Carl Campos, CEO  
LCA Architects Inc.  
CA License C10482

CEC:cad





10. Intermediate Site Visits: visit the site during construction at times appropriate to observe the work in progress in conformance with the design intent of the bid documents and to discuss and assist in coordinating solutions. Provide a written report after each visit. Intermediate site visits and related travel within this scope of work will be limited to: Two partial personnel-day visits. Further intermediate visits are available as an additional service.
11. Final Checkouts: Based upon written notice from the Contractor that the work within Consultant's field is complete, provide a final checkout of all production systems Consultant has specified. A written punchlist will be provided. Further backcheck of systems will be considered an additional service. Specifications include a clause stating that if Consultant is requested to review systems that are incomplete in actuality, the Contractor will be back-charged for a repeat checkout. Checkout time will be limited to: Two personnel-days of checkout sessions.

E. Assumptions:

1. The project is to include a Video and audio recording studio.
2. The project will be administered as a state funded, design-bid-build project and under the jurisdiction of the California DSA. The project will involve new and renovated construction and new technical systems.
3. Work will be in two basic areas of consultation: architectural and engineering aspects that affect the facility's function, and theatre production systems and AV systems and accommodations. Typical architectural and engineering guidance includes:
  - Program verification
  - Adjacency and dimensional planning
  - Performer and technical circulation, technical areas and stage configurations
  - Structural, mechanical, electrical and piping criteria for production operation and systems accommodations
4. Assumes a level of sophistication of the production systems within the maximum budgets as assumed from a typical CA High School Career Technical Education space project budget. Should the systems increase in scope, Consultant's fees will be equitably adjusted.
5. Related structural support elements and the structure for technical levels such as floors, catwalks and gridirons shall be the responsibility of the Structural Engineer.
6. The production equipment will be specified in Division 11 of the specifications. All related electrical design, components and services that control or fall under Division 26 shall be the responsibility of the Electrical Engineer. For low voltage production control systems, Consultant's scope includes specification of theatrical wiring devices, point to point diagrams, infrastructure criteria and wire types, but not design or documentation of the Div. 26 infrastructure such as conduit size and route, power wire, back boxes, or any power systems.
7. Assumes that all building-integrated systems as well as FF&E equipment packages are designed, coordinated, documented and bid within the base building design and construction process.

8. Coordination of design, bidding and construction of these systems outside of the base contract for construction will be considered an additional service.
9. Consultant will not be providing services in IT, communications, acoustics or noise isolation in this scope of work.
10. Professional stamping and representation to building agencies is not included in this scope of work. In our experience, professional stamping of production systems documents is not normally required by building agencies.

F. Exclusions

1. The following tasks are not included in this scope of work and would be considered an additional service:
  - a. Work required due to errors outside of our field.
  - b. Responses to RFI's where the information is within the document set.
  - c. Incorporation of addenda into the Construction Documents.
  - d. Further review of resubmitted sections.
  - e. Review of submissions outside of the Contractor's Submittal Schedule.
  - f. Review of Change Order Proposals requiring research, evaluation or preparation or revision of Instruments of Service.
  - g. Evaluation of extensive number claims submitted by the Contractor or others in connection with the Work.
  - h. Evaluation of Substitutions after Award of Construction Contract unless due to unavailability or unsuitability of specified product or system.
  - i. Preparation of design and documentation for complex Bid Alternates or an unusual quantity of Bid Alternates.
  - j. Preparation of design and documentation for Owner initiated Proposal Requests after Construction Contract Award.
  - k. More than 1 observation to determine whether Work is Substantially Complete in accordance with Contract Documents.
  - l. More than 1 observation to determine Final Completion of the Work in accordance with Contract Documents.
  - m. Providing Contract Administration Services more than 60 days after the date of Substantial Completion of the Work.

For this work, we respectfully request the following compensation:

**ASR FEE SCHEDULE**

1. PROJECT FEE SCHEDULE

LCA Architects	Hours	Rate	Fee
Schematic Design		\$195	\$0.00
Design Development		\$195	\$0.00
Construction Documents		\$195	\$0.00
DSA Review & Approval		\$195	\$0.00
Bidding		\$195	\$0.00
Construction Administration		\$195	\$0.00
Project Closeout		\$195	\$0.00
<b>SUBTOTAL</b>			<b>\$0.00</b>
Consultant: Shalleck Collaborative Inc.			<b>\$22,000.00</b>
<b>Total</b>			<b>\$22,000.00</b>

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,

  
 Carl Campos, CEO  
 LCA Architects

DATE

DISTRICT REPRESENTATIVE  
 Authorization of Additional Services Indicated

DATE

ATTACHMENTS

- Exhibit A- Shalleck Collaborative Proposal dated 2/22/18, (8 pages)

February 22, 2018

To: Carl Campos  
LCA Architects  
590 Ygnacio Valley Road, Suite 310,  
Walnut Creek, CA 94596

cc: Joel Williams, Architect  
LCA Architects

re: Oakland USD – Fremont HS Modernization and New Construction  
Increment #3 - Building B Renovation  
Proposal for Theatre and AV Consulting Services

Dear Carl,

Thank you for inviting The Shalleck Collaborative, Inc. (The SC) to join your design team for the Fremont HS Increment 3 project. In response to your request and based upon your e-mails and attachments from 2/20/18 and our assumptions of what the project should require, we are pleased to submit the following proposal for theatre and AV consulting services. If authorized to proceed, this proposal would become the agreement or the scope of work attachment to a formal agreement based on standard AIA documents.

We would also like to take this opportunity to suggest that the related scopes of work by other Consultants be verified and coordinated, as our work will be integrated with efforts primarily of the Architect, Structural, Electrical, Mechanical/Fire Protection, Cost and Code Consultants. The extent and limits of our work are described herein, but if there are any questions, we encourage an open dialog with those consultants.

### **Project Description**

This proposal assumes the project to include a Video and audio recording studio.

The project will be administered as a state funded, design-bid-build project and under the jurisdiction of the California DSA. The project will involve new and renovated construction and new technical systems.

### **Scope of Work**

#### **Field of Responsibility**

The SC's work will be in two basic areas of consultation: architectural and engineering aspects that affect the facility's function, and theatre production systems and AV systems and accommodations. Typical architectural and engineering guidance includes:

- Program verification
- Adjacency and dimensional planning
- Performer and technical circulation, technical areas and stage configurations
- Structural, mechanical, electrical and piping criteria for production operation and systems accommodations

## **Production Systems Documentation**

This proposal includes planning, criteria, design and oversight as described below for the following typical Production Systems:

- Production Rigging Systems (maximum budget assumed: \$50,000)
- Production Lighting Control (maximum budget assumed: \$50,000)
- Audio Visual Systems (maximum budget assumed: \$200,000)

### **FF&E:**

- Draperies
- Production Lighting Fixtures
- Portable AV Equipment

**Maximum budgets assumed:** This proposal assumes a level of sophistication of the production systems within the maximum budgets as assumed from a typical CA High School Career Technical Education space project budget. Should the systems increase in scope, our fees will be equitably adjusted.

### **Related Services Limits**

Architectural and engineering services are not included in this scope of work. Although we are versed in the applicable codes and trades, and will make recommendations for their design intent, this proposal assumes that the Architect of Record and related Engineers are providing complete professional services as required by governing laws, codes and governmental agencies.

Related structural support elements and the structure for technical levels such as floors, catwalks and gridirons shall be the responsibility of the Structural Engineer.

The production equipment will be specified in Division 11 of the specifications. All related electrical design, components and services that control or fall under Division 26 shall be the responsibility of the Electrical Engineer. For low voltage production control systems, this proposal includes specification of theatrical wiring devices, point to point diagrams, infrastructure criteria and wire types, but not design or documentation of the Div. 26 infrastructure such as conduit size and route, power wire, back boxes, or any power systems.

This proposal assumes that all building-integrated systems as well as FF&E equipment packages are designed, coordinated, documented and bid within the base building design and construction process. Coordination of design, bidding and construction of these systems outside of the base contract for construction will be considered an additional service.

The SC will not be providing services in IT, communications, acoustics or noise isolation in this scope of work.

Professional stamping and representation to building agencies is not included in this scope of work. In our experience, professional stamping of production systems documents is not normally required by building agencies.

### **Program Verification and Schematic Design**

**Design Progress:** Within our field of responsibility, we will assist the Architect in reviewing the program and design work that has been accomplished to date. Focus of the review will be on determining the highest and best use of the available resources with the intent of maximizing aesthetic impact, and education and production functionality. Review and advice will take place in meetings as outlined below and be issued in the form of written memoranda and sketches if required.

**Engineering Accommodations:** We will provide guidance on the related architectural and engineering accommodations that will be required. Review and advice will take place in meetings as outlined below, and be issued in the form of sketches and written reports and memoranda.

**Production Systems Budget Recommendations:** We will provide budget recommendations for the systems as outlined in the narrative.

**Meetings:** Meetings and related travel during the Schematic Design phase of the project within this proposal are limited to:

- One partial day of meetings in the San Francisco Bay Area, CA

### **Contract Documents Phase**

Based upon a written authorization from the Architect, we will provide the following services during the Contract Documents phase of the project:

**Detail Development:** We will continue to assist the Architect and Engineers in developing detail of the project within our field of responsibility. Solutions will be developed in meetings and in the form of sketches and written memoranda.

**Production Systems Documentation:** We will provide one preliminary and one final set of drawings and specifications for the systems listed above. Deliverables will include contract document - level documents that shall set forth in detail the systems within our field of responsibility, sufficient to bid and construct the systems, and to be used for coordination with other Consultants.

Drawings will be developed in the current release of 2D AutoCAD (saved backward as required) and specifications, if necessary, will be in standard CSI format. Documents will be provided in .pdf and/or hard copy only. Building background 2D AutoCAD compatible files and all updates and revisions thereto shall be provided by the Architect. Changes in specification format or drawing organization after the initial format is issued by the Architect shall be considered an additional service.

**Review:** We will provide a thorough review of one preliminary set and the final CD set of drawings to aid in the overall coordination of the documents. Recommendations will be provided in a written report and/or marked-up drawings. The Architect will provide .pdf sets for our review.

**Meetings:** Meetings and related travel during the Contract Documents phase of the project within this proposal are limited to:

- Two partial days of meetings in CA Bay Area

### Agency Review/Bidding

**Agency Review:** We will be available by telephone to answer questions from the Architect or Building Agency within our field of responsibility. Agency meetings or exhaustive code analysis will be considered an additional service.

**Bidding:** We will answer bid questions, review bids and advise the Client as to their completeness relative to the bid documents. Pre-bid meetings, bid review meetings and contractor interviews are *not* included in this proposal, but are available as an additional service.

**Redesign:** Should it be necessary to invoke substantial redesign of the systems for which we are responsible due to the receipt of bids over the Client's approved budget and contingency for those systems, we will provide revised documents at no additional cost. Any redesign efforts due to overages outside of our systems responsibility, or revisions in their criteria or scope based on other Consultants work will be considered an additional service.

### Construction

Based upon the successful award of the contract for construction and authorization to proceed, we will provide construction administration services as outlined herein within our field of responsibility.

**RFI's, bulletins and change orders:** We will respond to issues that arise within our field of responsibility.

**Shop Drawings:** We will review and stamp two submissions of shop drawings for each specification section we author. We will review shop drawings of systems directly related or adjacent to theatrical function such as structural and sprinkler layouts in production spaces, mechanical and production related electrical. For areas outside of our field, we will provide a letter of comments and/or mark-ups, but we will not stamp them.

**Construction Phase Additional Services:** The following tasks are *not* included in this scope of work and would be considered an additional service:

- Work required due to errors outside of our field.
- Responses to RFI's where the information is within the document set.
- Incorporation of addenda into the Construction Documents.
- Further review of resubmitted sections.
- Review of submissions outside of the Contractor's Submittal Schedule.
- Review of Change Order Proposals requiring research, evaluation or preparation or revision of Instruments of Service.
- Evaluation of extensive number claims submitted by the Contractor or others in connection with the Work.
- Evaluation of Substitutions after Award of Construction Contract unless due to unavailability or unsuitability of specified product or system.
- Preparation of design and documentation for complex Bid Alternates or an unusual quantity of Bid Alternates.
- Preparation of design and documentation for Owner initiated Proposal Requests after Construction Contract Award.
- More than 1 inspection to determine whether Work is Substantially Complete in accordance with Contract Documents.
- More than 1 inspection to determine Final Completion of the Work in accordance with Contract Documents.
- Providing Contract Administration Services more than 60 days after the date of Substantial Completion of the Work.

**Intermediate Site Visits:** We will visit the site during construction at times appropriate to observe the work in progress in conformance with the design intent of the bid documents and to discuss and assist in coordinating solutions. We will provide a written report after each visit. Intermediate site visits and related travel within this scope of work will be limited to:

- Two partial personnel-day visits

Further intermediate visits are available as an additional service.

**Final Checkouts:** Based upon written notice from the Contractor that the work within our field is complete, we will provide a final checkout of all production systems we have specified. A written punchlist will be provided. Further backcheck of systems will be considered an additional service. We will include in our specifications a clause stating that if we are requested to review systems that are incomplete in actuality, the Contractor will be back-charged for a repeat checkout. Checkout time will be limited to:

- Two personnel-days of checkout sessions

### Project Schedule

This proposal assumes the following schedule:

- **Programming verification + Schematic Design** February 2018
- **Construction Documents** February - March 2018
- **Agency Review/Bid** March 2018 - August 2018
- **Construction Administration** August 2018 - November 2019

Should this schedule be extended due to causes other than our own, our fees will be equitably adjusted.

### Fees

Compensation for the services outlined herein will be billed on a fixed fee plus reimbursable expenses basis. Fees will be as follows. Expenses are included in these fees.

Phase	Base Fee
▪ <b>Programming Verification + Schematic Design</b>	\$3,300
▪ <b>Construction Documents</b>	\$12,100
▪ <b>Agency Review/Bid</b>	\$1,100
▪ <b>Construction Administration</b>	\$5,500
▪ <b>Total Fee</b>	\$22,000

Should a design-build method of delivery be engaged for related architectural of engineering elements our fees will be increased by 10% from the phase in which that service commences.

## Rates

The Shalleck Collaborative's hourly rates for 2018 are as follows:

Employee	Rate
▪ Principal	\$175-\$250
▪ Project Manager and Systems Designer	\$120-\$175
▪ Draftsperson	\$110-\$130

These rates may be adjusted annually as of January 1st of each year. Invoices will be issued monthly and are due within 30 days.

## Reimbursable Expenses

Reimbursable expenses are included in the fee limits quoted above. Expenses will be billed at cost plus a 10% mark-up. Expenses typically include:

- Travel to meetings and the project site from Berkeley, CA
- Meals during meetings or site visits
- Printing and plotting costs
- Communications including telephone, fax and delivery charges

Expenses beyond of the number of printings or meetings/site visits as outlined above or expenses for any travel beyond a 50 mile radius of the project site or the Shalleck collaborative Offices in Berkeley, CA shall be billed as an additional service.

## Additional Compensatory Items

In addition to the fees and expenses listed herein, the Architect shall provide at no cost to The SC as a part of compensation, a complete set of promotional renderings if made during the course of the project, and professional photography of the completed project. Deliverables shall include professionally prepared high resolution digital photography files of the performance and educational spaces and full rights of use by The SC for promotional and informational use. All subsequent use of these materials by The SC will include credit to the Architect and Render/Photographer(s).

Where the Architect is mentioned in materials and promotion for the project, The Shalleck Collaborative, Inc. will be credited as Theatre and AV Consultant.

## Additional Services

Services outside of those within this proposal will be considered additional and will not be provided unless authorized in writing by the Architect. They will be provided on a time and materials basis and billed at the rates listed above.

## Termination

An agreement may be terminated by either party should the other party fail substantially to perform under the terms of the agreement, and after good faith has been extended by stipulating in writing that

cause is immanent. Termination shall be effective ten working days after written notice is received. Fees and expenses shall be paid to The SC through the time that termination becomes effective, and shall include fees related to the orderly termination of this agreement including but not limited to demobilization, associated overhead costs and all other expenses directly resulting from the termination.

### **Ownership and Use of the Documents**

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments (collectively called "the documents") prepared by The SC as instruments of service shall remain the property of The SC. The SC shall retain all common law, statutory and other reserved rights including copyright thereto. License to use and reprint the documents for use on this specific project by the building Owner shall be granted. No party outside of The SC may reuse or make any modification to the documents without the prior written authorization of The SC. The Client shall agree, to the fullest extent permitted by law, to indemnify and hold harmless The SC, its officers, directors, employees and its subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of The SC.

### **Other Terms and Conditions**

When included in The SC's scope of services, budget recommendations are prepared on the basis of The SC's experience and qualifications and represent The SC's judgment as a professional generally familiar with the industry. However, since The SC has no control over the cost of labor, materials, administrative means, timing, equipment or services furnished by others, Contractors' methods of determining prices, or competitive bidding or market conditions, The SC can not and does not guarantee that proposals, bids, or actual construction cost will not vary from The SC's budget recommendations.

Record document services or plotting on materials other than vellum/bond are not included in this proposal, but are available as an additional service.

Neither warranty nor post occupancy services are included in this proposal.

Work with respect to the discovery, identification or remediation of hazardous materials is not included in this proposal.

We will not provide marketing or fundraising materials for the facility.

Other terms shall be per an applicable standard AIA contract to be executed shortly after notice to proceed.

**Authorization**

If this proposal is accepted, please return one originally signed copy or forward an agreement of your making for our review and signature. If work is to begin prior to the execution of a contract, we will require a written authorization to proceed and letter of intent that references this proposal. Should an agreement not be reached for any reason after authorization to proceed is issued, all fees and expenses provided through the date of such resolution shall be paid to The SC.

We look forward to working with you.

Sincerely,



Adam Shalleck, FAIA  
President, The Shalleck Collaborative, Inc.

Agreed:

---

Name, Title

date



**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

This is a summary of the coverage provided under the following form (complete form available):

**BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05****Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c, below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

**If the following information is not complete, refer to the appropriate Schedule attached to the policy.**

Insured: LCA Architects, Inc.

Policy Number SCW0001811801

Producer: Dealey, Renton & Associates

Effective Date 1/1/2018

---

**Schedule**

**Person or Organization**

Oakland Unified School District  
955 High Street  
Oakland CA 94601-4404

**Job Description**

Re: Fremont New Construction Project - Oakland  
Unified School District.

**Additional Premium %**

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative



Policy Number: 606667707

Date Entered: 04/05/2018

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2018

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 Peter Kohn Insurance Agency 3000 Citrus Circle, Suite 116 Walnut Creek, CA 94598	CONTACT NAME: Peter B. Kohn	FAX (A/C, No): (925) 820-1684	
	PHONE (A/C, No, Ext): (92) 820-1600	E-MAIL ADDRESS: pkohninsurance@gmail.com	
INSURED LCA Architects Inc.  590 Ygnacio Valley Road, Suite 310 Walnut Creek, CA 94596	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Truck Insurance Exchange		21709
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 SUBR WED WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	XX	606667707	5/30/2018	5/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
2018 Honda Accord Touring; VIN: 1HGCV2F98JA021174  
2009 Lexus LS460; VIN: JTHBL46F095088481  
2015 Mercedes Benz S 550; VIN: WDDUG8CB6FA141950  
2018 Toyota Avalon Hyb.; 4T1BD1EB8JU060076

### CERTIFICATE HOLDER

Oakland Unified School District  
Attn: Karen Bullocks/ Administrative Assistant  
Facilities Planning & Management  
955 High Street  
Oakland, CA 94601  
Re: Fremont High School Improvements

### 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

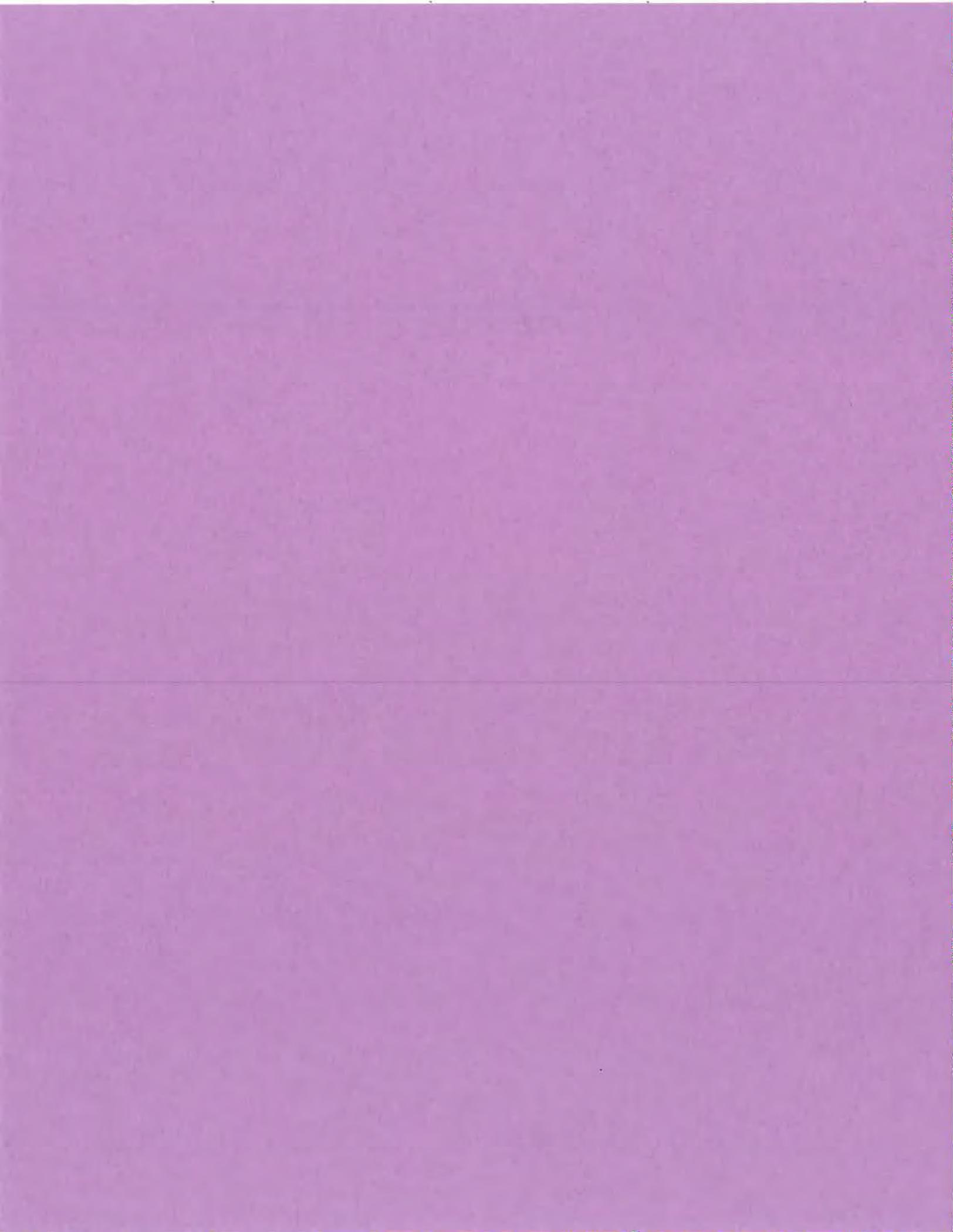
Peter Kohn

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ACORD 25 (2016/03)

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Board Office Use: Legislative File Info.	
File ID Number	18-0495
Introduction Date	3-28-2018
Enactment Number	18-0523
Enactment Date	3/28/18



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education *RB*  
**From** Kyla Johnson-Trappnell, Superintendent and Secretary, Board of Education  
 Roland Broach, Interim Deputy Chief, Facilities Planning and Management  
**Board Meeting Date** March 28, 2018  
**Subject** Amendment No. 1, an Architectural Agreement -LCA Architects -Fremont New Construction Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, for an Architectural Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide additional professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade, in conjunction with the Fremont New Construction Project, in the additional amount of \$74,760.00, increasing the Agreement not to exceed amount from \$5,316,000.00 to \$5,390,760.00. All remaining portions of the agreement shall remain in full force and effect.  
 \*Agreement approved April 13, 2016; File No. 16-0232; Enactment No. 16-0485

Additional services needed for safety concerns for the upgrade to the existing building.

**Discussion** 100.00%

**LBP** (Local business participation percentage)

**Recommendation**

Approval by the Board of Education of Amendment No. 1, for an Architectural Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide additional professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade, in conjunction with the Fremont New Construction Project, in the additional amount of \$74,760.00, increasing the Agreement not to exceed amount from \$5,316,000.00 to \$5,390,760.00. All remaining portions of the agreement shall remain in full force and effect.  
 \* Agreement approved April 13, 2016; File No. 16-0232; Enactment No. 16-0485

Fund 21, Measure J

**Fiscal Impact**

**Attachments**

- Amendment No. 1, including scope of work
- Consultant Proposal



2) Please check the competitive bid exception relied upon:

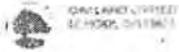
- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**



**LBU EVALUATION FOR OUSD VARIOUS PROJECTS ARCHITECTURAL SERVICES UNDER \$5 MILLION**  
**RFP NO. 13158**  
**March 2015**

FIRM/TEAM	LBE/SLBE/SLRBE Firms Names	RESPONSIVE Y/N	PERCENTAGE	Preference Points	NOTES
<b>Jackson Leavenworth Designs</b>		Y	50.0%	2pt	
	Powell + Partners/Kawaski Architects	LBE/SLBE	5.0%		Firm will utilize either firm for a minimum of 5% of proposal
	East Bay Blue Print	SLBE	1.0%		
	Keller Mitchell	SLRBE	3.0%		
	Telemon Engineering	LBE	3.0%		This firm is certified with the City of Oakland as a LBE. On bid proposal, firm was listed as a SLBE
	Kam Yan & Associates	SLBE	10.0%		This firm is certified with the City of Oakland as a SLBE (Certification # 7014). On bid proposal, firm was listed
	Zelger Engineers, Inc.	SLBE	11.0%		
	YEI Engineers, Inc.	SLBE	17.0%		
<b>KKCS</b>		Y	100.0%	4pt	
	KKCS	LBE	40.0%		
	YEI Engineers, Inc.	SLBE	30.0%		
	AE3 Partners, Inc.	SLBE	30.0%		
<b>Kodama Diseno</b>		N	44.0%	0pt	
	Kodama Diseno	SLBE	45.0%		City of Oakland did not verify that this firm is certified. Firm must show City documentation for LBU credit.
	IDA Structural Engineers	SLBE	16.0%		
	YEI Engineers, Inc.	SLBE	8.0%		
	Zelger Engineers, Inc.	SLBE	12.0%		
	Sandis Civil Engineers	LBE	4.0%		
	Keller Mitchell	SLRBE	4.0%		
<b>LCA Architects</b>		Y	100.0%	2pt	
	LCA Architects	LBE	58.0%		
	CallChi Design Group, LLC	SLBE	10.0%		
	KPW Structural Engineers	SLBE	15.0%		
	eDesignC	LBE	10.0%		



## AMENDMENT NO. 1 TO AN ARCHITECTURAL AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and LCA Architects. OUSD entered into an Agreement with CONTRACTOR for services on April 13, 2016 and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of project includes additional professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building facade.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Increase of \$74,760.00 to original contract amount</p> <p style="text-align: center;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p>		
<p>and the new contract total is Five million, three hundred ninety thousand, seven hundred sixty NO/100 dollars (\$5,390,760.00).</p>		

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$ - 0 -

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Almee Eng, President,  
Board of Education

3/29/18  
Date

Kyle Johnson-Trammell, Superintendent  
Secretary, Board of Education

3/29/18  
Date

CONTRACTOR

Contractor Signature

2/16/18  
Date

Chris Adams, CEO  
Print Name, Title

  
 Roland Broach, Interim Deputy Chief  
 Facilities, Planning and Management

3.1.18  
 Date

  
 Marion McWilliams,  
 General Counsel, Facilities, Planning and Management

3/1/18  
 Date

**EXHIBIT "A" Scope of Work**

**Contractor Name: LCA Architects**

**Billing Rate: Seventy-four thousand, seven hundred sixty NO/100 dollars (\$74,760.00)**

**1. Description of Services to be Provided**

The scope of project includes additional professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade.

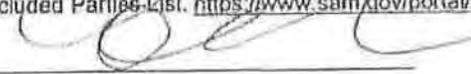
**2. Specific Outcomes:**

Create equitable opportunities for learning; and provide accountability for quality.

**3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:**

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

  
 Cesar Monterrosa  
 Director of Facilities Planning & Management

*Under the conditions of the Architect's Contract for Professional Services with the Owner, as required, the Architect notifies the Owner and the Owner hereby authorizes the Architect to perform Additional Services as previously agreed.*

PROJECT: Project Name  
LCA #14019

DATE  
January 3, 2018

OWNER: Company / Agency  
Oakland Unified School District – Attn: Cesar Monterossa

WORK: Additional Services

DESCRIPTION: Increment #1 of this project includes renovations to the existing Building C (Media & Library Building) on the campus of Fremont High School in Oakland. KPW Engineers performed the structural design work for Increment #1, which includes modifications to the exterior concrete walls with a combination of new openings, infill of existing openings and new concrete shear walls. A freestanding, steel-framed canopy is also provided over the new entry on the North side of the building. These modifications were designed such that a mandatory seismic upgrade of the building would not be triggered.

As part of their consultation services agreement with OUSD, ZFA Engineers reviewed the proposed scope of work for Increment #1 and recommended that additional voluntary strengthening of the building be performed.

The proposed scope of work responds to the outstanding life safety concerns and will allow for the elimination of chain link fencing that currently surrounds the building. Renovations will include retrofit of the anchorage of the wood roof structure to the existing concrete walls, as well as removal and replacement of the deteriorated stone façade detail. A combination of new cement plaster and precast trim/panels will be installed in keeping with the quality and historical nature of the building. Since the building is not on the registry of historic buildings, it is expected that an exact match of the existing features is not required. However, it will be the priority maintain the integrity of the building while providing for a durable and long-lasting solution.

Exhibit A – Project Phases & Deliverables

1. Schematic Design
  - Review and photo-document architectural detailing of existing building
  - Coordinate with structural engineer
  - Facilitate design meeting with engineer & District to confirm extent of work
  - Prepare exterior elevations to describe renovations to cladding systems
  - Deliverables: Schematic Design Drawings for 50% and 100% milestones.
2. Design Development
  - Coordinate with structural engineer
  - Facilitate design meeting with engineer & District to confirm design intent
  - Refine exterior elevations
  - Prepare key details for exterior cladding systems
  - Deliverables: Design Development Drawings for 50% and 100% milestones, Outline Specifications at 50% DD
3. Construction Documents
  - Coordinate with structural engineer
  - Facilitate meeting with engineer & District to finalize design
  - Coordinate with GC for preconstruction services
  - Finalize exterior elevations
  - Finalize cladding system detailing
  - Prepare drawing sets for 50%, 90%, and DSA submission packages
4. DSA Review & Approval
  - Coordinate DSA Submittal Package
  - Submit to DSA
  - Revise drawings in response to DSA comments
  - Participate in DSA Backcheck process to obtain permit
5. Bidding and Negotiation
  - Review bids and provide feedback to District
  - Prepare responses to bid questions
6. Construction Administration
  - Attend meetings with contractor and district during construction
  - Review submittals for conformance with design intent
  - Respond to RFIs
  - Provide feedback to District on contractor requested change orders
7. Project Closeout
  - Perform walkthrough and coordinate with structural engineer to prepare punchlist
  - Provide final verified reports to facilitate DSA Closeout

Exhibit B – 2018 HOURLY FEE SCHEDULE\*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation</i> – Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video "fly-by's," walkthrough's, and other simulations.	\$170.00/hr.
<i>Expert Witness</i> – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500.00/hr.
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area)</i> **as adjusted by IRS guidelines	0.54.5/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime</i> - If overtime is required by staff, to meet a customer's timing request, additional hourly fee charges may apply. California employment law will apply.	

\* Effective 01/01/2018. Subject to change quarterly.

**SCOPE AND APPROACH**

Our overarching approach is to provide full service engineering and to focus on strong collaboration and coordination with all team members. The following lists the scope of services that will be provided for this project.

***Schematic Design (SD)***

1. Attend meetings with stakeholders.
2. Attend one site visit to understand site conditions.
3. Prepare floor plans and key elevations.
4. Prepare Schematic Design Drawings for 50% and 100% milestones.

***Design Development (DD)***

1. Attend meetings with stakeholders to coordinate design work.
2. Revise the scope of work to reflect any adjustments required to meet the project requirements, including budgetary constraints.
3. Prepare Design Development Drawings for 50% and 100% milestones.
4. Provide an outline specification at 50% DD.

***Construction Documents (CD)***

1. Attend meetings with stakeholders to coordinate design work.
2. Prepare refined drawings with fully developed framing plans and details that include coordination with architecture, mechanical, and electrical designs.
3. Prepare Construction Document drawings for 50%, 95%, and 100% milestones.
4. Prepare finalized specifications that are coordinated with the design.
5. Provide structural calculations for permit submittal.
6. Attend meetings with DSA to obtain permit.

***Bidding and Negotiation***

1. Review estimates and bids and provide observations on budget and relative costs.
2. Prepare responses to questions from prospective bidders, as well as clarifications for Addenda to the Bidding Documents.
3. Provide value engineering and cost reconciliation recommendations as required.

***Construction Administration (CA)***

1. Attend meetings and site visits as deemed required by the architect, but at a minimum to meet the code-required construction observation requirements.
2. Review submittals that pertain to the structural scope. For large packages of shop drawings (we assume not concurrent), we will endeavor to turn around reviews in one week, and commit to no more than two weeks. We will review each submittal no more than two times. If additional submittal reviews are required thereafter, there will be an additional service request.
3. Respond to Requests for Information (RFIs), normally within two working days.
4. Review and comment on change orders.

***Project Closeout***

1. Perform final walkthrough and assist in developing punch list.
2. Work through change orders and related discussions.
3. Provide final closeout letter when the construction is in accordance with the design intent.

# ZFA STRUCTURAL ENGINEERS

san francisco  
sacramento  
san carlos  
santa rosa  
napa

January 18, 2018

**Oakland Unified School District**  
Attn.: Amy Haedt  
955 High Street  
Oakland, CA 94601

**RE: OUSD Fremont High School Library Building C  
Proposal for Structural Peer Review Services**

Amy,

Please find herein our proposal for structural peer review services for the voluntary seismic strengthening and repair of the exterior façade of the library building (Building C) at Fremont High School in Oakland. We understand that KPW will be the engineer of record for this project. This proposal is based on the assumption that the structural scope will consist of an evaluation and voluntary retrofit of the anchorage of the wood roof to the concrete walls, as well as the repair of the existing deteriorated stone façade. It is anticipated that the exterior wall remediation will include the removal of all stone façade panels. Potential options for the new wall finish includes new plaster on the existing concrete (no new façade panels) or the installation of new panels attached to the existing concrete walls. If the structural scope increases, we will provide a revised proposal for additional peer review services.

ZFA will review the structural drawings and calculations for compliance with code and DSA requirements, constructability and cost effectiveness, and OUSD's seismic safety enhancement goals. We propose to perform the scope identified above for a fixed fee of \$5,000. This proposal is in addition to our proposal dated July 24, 2017, which provides for general review services for projects at Fremont High School.

Thank you for providing ZFA Structural Engineers with the opportunity to continue to contribute to improving the Oakland Unified School District's learning environment and safety level.

Sincerely,

**ZFA STRUCTURAL ENGINEERS**



Ryan Bogart, SE  
Senior Associate



Mark A. Moore, SE  
Executive Principal

December 8, 2017

LCA Architects  
590 Ygnacio Valley Road, Suite 310  
Walnut Creek, CA 94596

**Project:** Fremont HS – Library Bldg C – Seismic Strengthening  
Oakland, CA  
KPW Proposal No. 17P584.00

**Subject:** Fee proposal to provide structural engineering services

Dear Brent:

We are pleased to provide you with this fee proposal for the subject project.

This proposal is based on your email of December 05, 2017.

This project includes the seismic upgrade of the existing 3 story Bldg C to address the outstanding life and safety concerns on the building, as identified in KPW's earlier correspondence to the District during the Concept Design, and as identified in ZFA's report and letter. These efforts are to be considered VOLUNTARY LIMITED Seismic upgrades for the elements or aspects outlined below.

There are two scope items for the upgrades:

**Scope Item**

1. Seismic Strengthen Roof and Tie to Walls:  
Out of plane ties, steel rod bracing, and wood trusses, evaluated and strengthened to meet a life safety performance level.

Note that the proposed work shall be designed such that it does not trigger a full mandatory upgrade of the building.

**Scope Item**

2. Repairs to the exterior building façade:  
Removal of the exterior tile system  
Assessment of the existing concrete structural walls and repairs as required (assumed to be sack and patch of the concrete, perhaps a stucco or similar finish added. Alternatively, a GFRC type of cladding system added over the surface of the concrete wall.

We propose to provide structural design services that include the following:

**Schematic Design Phase**

- Review of the site
- Review of the as-built drawings provided
- Design meetings with LCA and the District during the course of design
- DSA Preliminary design meeting
- Develop materials testing program if required (to be performed by a Contractor and/or Materials Testing Lab retained by the District)
- Schematic Design Drawings

**Construction Documents Phase**

- Structural design of the renovation
  - Drawings
  - Calculations
  - Specifications

**DSA Approval Phase**

- Support during DSA plan check

**Bid Phase**

- Support during Bid

**Construction Administration Phase**

- Support during construction

**Closeout Phase**

- Support during DSA closeout

**EXCLUDED:**

- Mandatory seismic upgrade or rehabilitation as triggered by Code or DSA
- TI and other renovations not directly associated with the proposed seismic strengthening
- Seismic strengthening beyond the limited items noted in this proposal
- Work outside of the building footprint

We propose to provide the above noted services for the lump sum fees inclusive of reimbursables by phase noted below:

Scope Item 1 & 2 combined in the same project and construction documents:

• Schematic Design	\$ 9,500
• Construction Documents (drawings and specifications)	\$10,800
• DSA Approval	\$ 2,200
• Bidding assistance	\$ 540
• Construction assistance	\$ 3,200
• Closeout	\$ 1,000
<b>Total:</b>	<b>\$27,200</b>

Alternatively, we can provide only

Scope Item 1: Seismic Strengthen Roof and Tie to Walls:

• Schematic Design	\$ 8,500
• Construction Documents (drawings and specifications)	\$ 7,800
• DSA Approval	\$ 2,000
• Bidding assistance	\$ 540
• Construction assistance	\$ 2,600
• Closeout	\$ 540
<b>Total:</b>	<b>\$21,980</b>

Alternatively, we can provide only

Scope Item 2: Repairs to the exterior building façade:

• Schematic Design	\$ 4,500
• Construction Documents (drawings and specifications)	\$ 4,500
• DSA Approval	\$ 1,600
• Bidding assistance	\$ 540
• Construction assistance	\$ 2,400
• Closeout	\$ 540
<b>Total:</b>	<b>\$14,080</b>

Mr. Brent Randall  
December 8, 2017  
Page 4 of 5



We will invoice you on a monthly basis.

This letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office.

Very truly yours,

Accepted,

KPW Structural Engineers, Inc.

LCA Architects

A handwritten signature in black ink, appearing to read "John Westphal", with a long horizontal line extending to the right.

John Westphal, SE 4575

Principal

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment – Hourly Rates Schedule

f  
f



**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

This is a summary of the coverage provided under the following form (complete form available):

**BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05****Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: LCA Architects, Inc.

Policy Number SCW0001811801

Producer: Dealey, Renton & Associates

Effective Date 1/1/2018

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**Schedule**

**Person or Organization**

Oakland Unified School District  
Division of Facilities Planning & Mgmt.  
955 High Street  
Oakland CA 94601

**Job Description**

Re: Fremont New Construction Project - Oakland  
Unified School District.

**Additional Premium %**

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fremont New Construction Project	<b>Site</b>	302
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### Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

<b>Contractor Name</b>	LCA Architects	<b>Agency's Contact</b>	Carl Campus		
<b>OUSD Vendor ID #</b>	ID10791	<b>Title</b>	Project Manager		
<b>Street Address</b>	1970 Broadway, Ste. 800	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	925-944-1626	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	13158				

### Term

<b>Date Work Will Begin</b>	4-13-2016	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-31-2020
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### Compensation

<b>Total Contract Amount</b>	\$ 5,316,000.00	<b>Total Contract Not To Exceed</b>	\$5,390,760.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$ 74,760.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

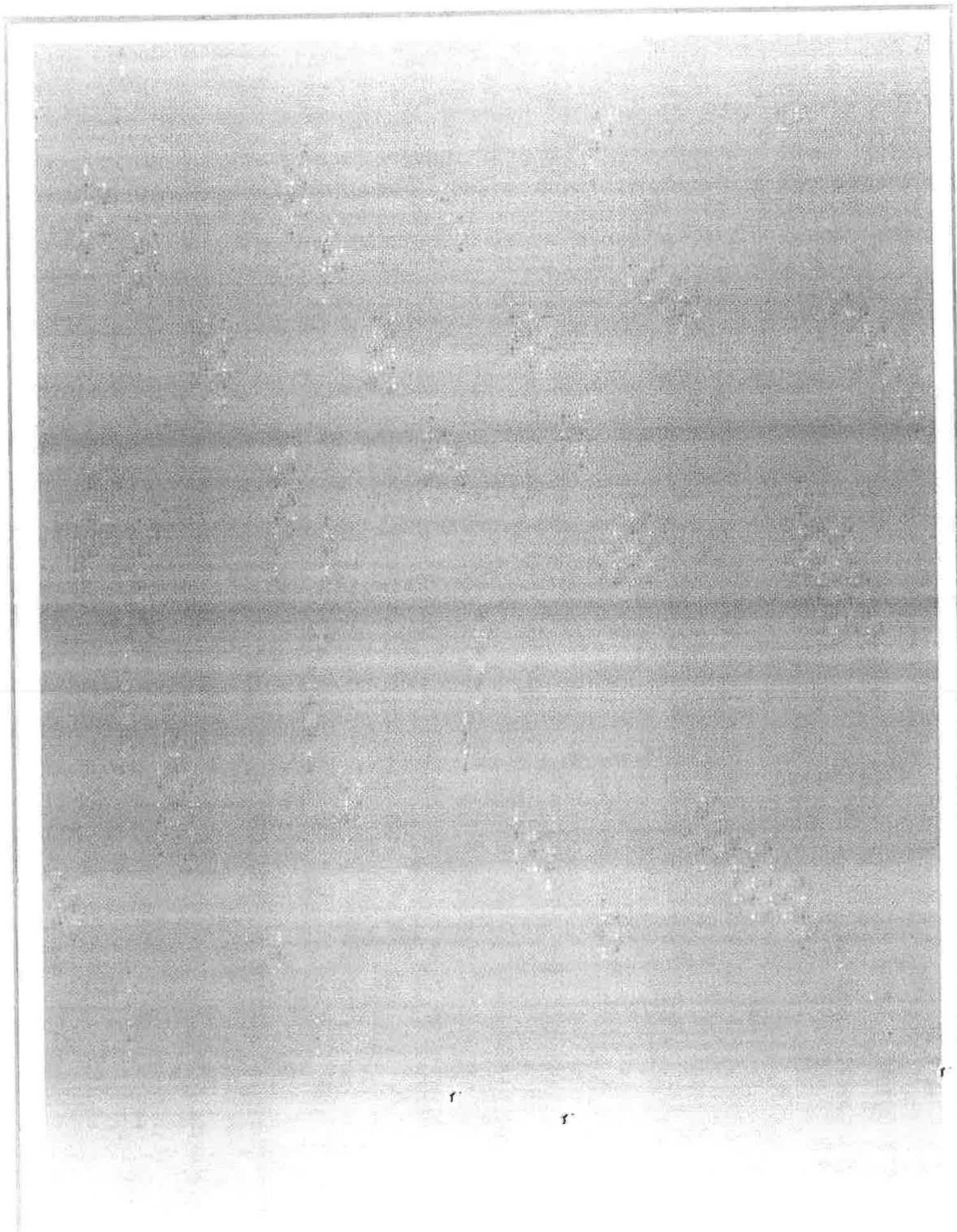
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9799	Fund 21, Measure B	3029901891	6215	\$74,760.00

### Approval and Routing (In order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	2/1/18		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	3/1/18		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	3.1.18		
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	16-0232
Introduction Date	4/10/16
Enactment Number	16-0485
Enactment Date	4/13/16



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** ~~January 27, 2016~~ <sup>APRIL 13</sup> 2016

**Subject** Agreement for Architectural Services - Loving and Campos (LCA) Architects - Fremont High School Replacement Project

**Action Requested** Approval by the Board of Education of an Agreement for Architectural Services with Loving and Campos (LCA) Architects for Design Services on behalf of the Fremont High School Replacement Project, in an amount not-to exceed \$5,316,000.00. The term of this Agreement shall commence on ~~January 27, March 23~~ 2016 and shall conclude no later than December 31, 2020.

**Background** The scope of the project is to provide masterplan, programming, design and engineering services for the new, state-of-the-art Fremont Net Zero Energy (ZNE) High School. Scope includes, but is not limited to designing a CHPS performance verified project for 1,200 students maximum; preparing construction documents to be submitted to the Division of State Architect; provide bidding assistance, construction administration and closeout services; modernization of existing buildings; interim housing and potential relocation of the existing health clinic; and project management and procurement of the furniture, fixtures and equipment (FF&E) for the project.

**Discussion** The existing buildings at Fremont High School are in poor condition and require replacement and/or possible modernization. Current design of buildings do not meet programmatic needs such as the existing turf field and other facility spaces that require further improvements.

**Procurement Method** Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

**LBP (Local Business Participation Percentage)** 73.00%

**Recommendation** Approval by the Board of Education of an Agreement for Architectural Services with Loving and Campos (LCA) Architects for Design Services on behalf of the Fremont High School Replacement Project, in an amount not-to exceed \$5,316,000.00. The term of this Agreement shall commence on ~~January 27, March 23~~ 2016 and shall conclude no later than December 31, 2020.

Fiscal Impact

Measure J

Attachments

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



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

Legislative File ID No. 16-0282

Department: Facilities

Vendor Name: LCA Architects

Project Name: Fremont High School Modernization & New Construction Project No.: 13158

Contract Term: Start Date: 1/1/16 <sup>23 PC</sup> End Date: 12/31/20

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 5,316,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes  No

**Why was this Vendor selected?**

This vendor was selected through a formal Request for Proposals for Architectural Services for Fremont High School. They were selected based on a set of criteria based on experience, cost and local business participation.

**Summarize the services this Vendor will be providing.**

Scope of services includes, but not limited to providing design for a modernization and new construction of a zero net energy (ZNE) Fremont High School facility that will be a California High Performance School (CHPS) certified building for a maximum of 1200 students. Services includes providing design and engineering services for the new campus, management of furniture, fixture and equipment, interim housing and relocation of various departments.

Was this contract competitively bid? Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

The price for service is competitive compared to projects of similar size, complexity, phasing and community engagement.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (Increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy conservation and alternative energy supply** (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency contracts**
- Technology contracts**
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



Island Unified  
School District  
Community Schools  
Thriving Students

# LBU EVALUATION FOR FREMONT HS ARCHITECTURAL DESIGN

RFP

December 2015

TEAM	LBE/SDBE/SURBE Firms Name(s)	RESPONSIVE Y/N	PERCENTAGE	POINTS	NOTES
LCA Architects	LCA Architects	Y	72.6%	2pt	
	CalChl Desgin Group	LBE	39.1%		
	KPW Structural Engineers	SLBE	5.7%		
	EDesignC, Inc.	SLBE	9.8%		
	Keller Mitchell	LBE	8.5%		
	L. Luster & Associates	SLRBE	5.0%		
	Shor Acoustical Engineers	SLBE	3.4%		
		SLRBE	1.2%		

**AGREEMENT FOR ARCHITECTURAL SERVICES  
 BY AND BETWEEN  
 OAKLAND UNIFIED SCHOOL DISTRICT  
 AND  
 LOVING AND CAMPOS (LCA) ARCHITECTS  
 FOR  
 FREMONT HIGH SCHOOL REPLACEMENT PROJECT**

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CERTIFICATES

## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of the 16th day of December 2015, between the **Oakland Unified School District**, a California public school district ("District"), and Loving and Campos (LCA) ("Architect") (individually a "Party" and collectively the "Parties"), for the following project ("Project"):

Modernization and/or New Construction of Fremont High School located at 4610 Foothill Blvd., Oakland, CA 94601

See **Exhibit "A"** for detailed Project scope and Exhibit "AA" for Architect and District's current understanding and basis of design for the Project.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

WITNESSETH, that for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.
  - 1.1.3. **As-Built Drawings ("As-BUILTS")**: Any document prepared and submitted by District's contractor(s) that details on a Conforming Set the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Building Information Model ("BIM")**: The digital representation of the physical and functional characteristics of the Project. Whereas, "Building Information Modeling" means the process and technology used to create the Model. The Building Information Model includes without limitation all BIM Elements and non-geometric information.
  - 1.1.6. **BIM Element(s)**: The portion of the Building Information Model representing a component, system, or assembly within the Project. A BIM

Element can be comprised of several BIM Elements.

- 1.1.7. **Clash(es):** Any type of conflict or discrepancy in the Building Information Model, including without limitation hard conflicts between two BIM Elements and soft conflicts between a BIM Element and a required clearance.
- 1.1.8. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.10. **District:** The Oakland Unified School District.
- 1.1.11. **DSA:** The Division of the State Architect.
- 1.1.12. **Level(s) of Development:** The description of the level of completeness to which the Architect must develop each applicable BIM Element by the end of a particular Project phase. Each Level of Development includes the characteristics of all lower Levels of Development, where LOD100 is the lowest Level of Development. For example, LOD400 includes the characteristics described in LOD300.
  - 1.1.12.1. **LOD100:** The overall massing of BIM Elements indicative of area, height, volume, location, and orientation may be modeled in three dimensions.
  - 1.1.12.2. **LOD200:** BIM Elements are depicted in three dimensions to the approximate quantity, size, shape, location, and orientation. BIM Elements' object-oriented and parametric relations are completed so that the Building Information Model is dimensionally sound.
  - 1.1.12.3. **LOD300:** BIM Elements' three dimensional object geometry and location are confirmed.
  - 1.1.12.4. **LOD400:** BIM Elements include shop/fabrication drawing details.
  - 1.1.12.5. **LOD500:** BIM Elements' three dimensional object geometry and location exactly match that information depicted in the As-Builts.
- 1.1.13. **Project Budget:** The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.14. **Record Drawings:** A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.15. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.16. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C,"** and prepared after execution of this Agreement."
- 2.2. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.3. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
- 2.3.1. International Building Code of the International Code Council, latest addition, and the California Code of Regulations, title 24, including amendments.
- 2.3.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.3.3. Americans with Disabilities Act.
- 2.3.4. Education Code of the State of California.
- 2.3.5. Government Code of the State of California.
- 2.3.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.3.7. Public Contract Code of the State of California.
- 2.3.8. U.S. Copyright Act.

- 2.4. Storm Water. Architect, through its Consultant(s), shall coordinate its work with the District's Qualified Storm Water Developer (QSD) and shall prepare all documents requested by the QSD or the District related to the District's efforts to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone Consultants, interior designers, food service consultants, acoustical, audio visual, traffic and security consultants licensed as required by the State of California. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.6. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State, County and City Fire Marshal, County and City Health Departments and Inspectors, County and/or City Fire Marshal, and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.8. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.10. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.11. Architect shall coordinate and integrate its work with any of the following information and/or services as provided by District:
  - 2.11.1. Ground contamination or hazardous material analysis.
  - 2.11.2. Any asbestos and/or lead testing, design or abatement.
  - 2.11.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic

drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may submit scope and fees for approval to the District for the work required to incorporate those mitigation measures as Extra Services.

- 2.11.4. Historical significance report.
- 2.11.5. Soils investigation.
- 2.11.6. Geotechnical hazard report, except as indicated in Exhibit "A,"
- 2.11.7. Topographic surveys of existing conditions.
- 2.11.8. State and local agency permit fees.
- 2.11.9. Commissioning Agent and Reports.
- 2.11.10. Testing and Inspection.

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people and consultants shall be associated with the Project in the following capacities:

Architect of Record : LCA Architects, Carl Campos (CEO)  
Consulting Architect: Quattochi Kwok Architects (QKA)  
Civil Engineer: Calichi Design, SLBE  
Major Consultants:  
Electrical: EDesignC, LBE  
Mechanical: Guttman & Blaevoet  
Structural: KPW, SLBE  
Landscape Architect: Keller Mitchell, SLBR  
Acoustical Engineer: Shor Acoustical Engineers, SLBR  
Cost Estimator: Laura Luster & Associates, SLBE

- 3.3. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.

- 3.5. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans, models, specifications and/or estimates included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services**

The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C,"** prepared after execution of this Agreement." Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its Consultant(s)' reasonable control.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. If any of the following events occur:
  - ⦿ The lowest responsive base bid or proposal received is in excess of ten percent (10%) of the Construction Cost Budget; or
  - ⦿ If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget as calculated by the Architect, assuming the District, the District's program manager and the District's construction estimator (if any) did not agree with the most current Construction Cost Budget as calculated by the Architect at the time of the opening of bids or proposals; or
  - ⦿ The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as

these have not been caused by Acts of God, earthquakes, economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Direct the Architect to prepare the Project for re-bid within three (3) month's time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) month's time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

#### **Article 6. Fee and Method of Payment**

- 6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed **Five million, three hundred sixteen thousand dollars and no cents (\$5,316,000.00)**, which represents an architectural fee of 9% of the current construction budget of \$57.4 million (results in a fee of \$5,166,000.00) plus an allowance of \$150,000.00 for reimbursable expenses, will be the fee including all Consultant(s)' fee(s). If the Construction budget is increased, then the Fee shall be increased at a rate of 9% based on the revised construction budget.

- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No Increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's negligent error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the program or construction manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, the Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the program or construction manager or the District's authorized representative verbally requests, provided that the Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, models, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, models, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology (e.g., AutoCAD, Building Information Modeling software). The Architect shall deliver to the District, on request, a "thumb" drive, and/or compact disc with these documents and that is compatible with the most current version of the CADD Technologies used by the Architect. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The Architect shall have a copy of each Building Information Model Archive held in escrow for the duration of the Project. Those copies held in escrow will evidence what information was provided to the District. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an

electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:

- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. One (1) copy, in electronic format, of each Building Information Model Archive for the Project, inclusive of all related files.
  - 8.5.5. All finished or unfinished documents, studies, meeting minutes, program documents, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for such changes, and shall indemnify and hold the Architect, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of any changes or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services

performed until the date of District's written notice of termination.

- 9.3. Except as Indicated In this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective on the date District receives written notice of the termination from Architect. Architect may Invoice District and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), arising from Claim(s) by third parties and only to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect shall not be obligated to indemnify or defend Indemnified Parties for the active negligence or willful misconduct of the Indemnified Parties, their agents, servants, or independent contractors retained by the District or Indemnified Parties. Irrespective of any language to the contrary in this Agreement, the Architect has no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall reimburse those reasonable attorneys fees incurred by the District to the extent caused by the negligence, recklessness, or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents, and only to the extent, if any, Architect failed to defend Claim(s) caused

by the negligence, recklessness, or willful misconduct of architects, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents.

10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

10.2.1. The cost of Project delays. Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect may be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, Inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, only to the extent that the Project delays are caused by the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services which falls below the applicable standard of care of Architects engaged in similar public education projects and are not caused by the negligence, recklessness or willful misconduct of the District, its agents, servants, or independent contractors.

10.2.2. The cost of construction change orders for errors and omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect may be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, provided the change order(s) result from any error or omission of Architect in the performance of Services which falls below the applicable standard of care of Architects engaged in similar public education projects.

Nothing contained in this Agreement shall be construed to require perfection in the Construction Documents or Services of the Architect and the District shall maintain a reasonable allowance for contingencies and changes that result in extra costs during construction.

10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

#### **Article 11. Mandatory Mediation for Claims**

11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through the tenth (10<sup>th</sup>) day after termination of the Mediation, unless otherwise agreed to by the Parties.

11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation

provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation, unless the Parties agree to extend the time for commencing mediation.

- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.

#### **Article 12. Fingerprinting**

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services, that Architect, Contractors, and their employees will have only limited contact with pupils at most. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

#### **Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint

survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.

- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

#### **Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District or Architect be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though such equipment may be furnished or loaned to Architect by District.
- 14.3. Architect's and its consultants' and subcontractors' liability arising from or in connection with this Agreement is limited to the available proceeds of insurance coverage at the time of settlement, award, or judgment and District waives any right to recover for any claim against any principal, manager, officer, director, or employee of Architect, or its consultants or subconsultants.

#### **Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

#### **Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in Exhibit "E."
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in Exhibit "E."

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

This Agreement, including the Exhibits incorporated by reference into this Agreement, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the Professional Services of the Architect, therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

**Article 21. Alternative Dispute Resolution**

**21.1. Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing,

with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's Invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** Within fifteen (15) days following the receipt of a request to meet, the parties shall meet and attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days, but no earlier than fifteen (15) days, following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall submit the dispute to non-binding mediation administered by the JAMS (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court.

21.3. Architect shall neither rescind nor stop the performance of its Services and the District shall neither rescind nor stop payments to the Architect pending the outcome of any dispute that occurs during the Construction Administration Phase.

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **Article 23. Employment Status**

23.1. Architect shall, during the entire term of Agreement, be construed to be an

independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect are to be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

#### **Article 24. Certification of Architect**

- 24.1. Architect certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it

certifies that it will comply with those provisions before commencing the performance of the Services.

- 24.3. Architect certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws.

**Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

**Article 26. Notices and Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

<b>District:</b> <b>Oakland Unified School District</b> <b>955 High Street</b> <b>Oakland, CA 94601</b>	<b>Architect:</b> LCA Architects, Inc. 1970 Broadway, Suite 800 Oakland, CA 94612
<b>Attn: Tadashi Nakadegawa</b>	<b>Attn: Carl Campos</b>

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Any notice by email shall be effective upon acknowledgment of receipt, if so requested.

**Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect's good faith efforts to meet these DVBE goals.

**Article 28. District's Right to Audit**

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's

compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, scan, and to retain copies, outside of the Architect's premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

**Article 29. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE)**

Architect shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

**Article 30. Other Provisions**

- 30.1. Neither the District's review, approval of, nor payment for, any of the Services

required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.

- 30.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 30.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee equal to one hundred percent (100%) of the tax deduction and/or credit the Architect receives based on the Project per Internal Revenue Code Section 179(D).
- 30.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.
- 30.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 30.6. **Exhibits A through E** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

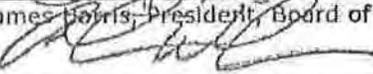
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.  
<https://www.sam.gov/portal/public/SAM>

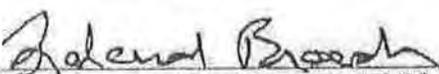
Susie Butler-Berkley  
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

  
James Harris, President, Board of Education 4/14/16  
Date

  
Antwan Wilson, Superintendent & Secretary, Board of Education 4/14/16  
Date

  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 3-14-16  
Date

**ARCHITECT**  
  
By: CARL CAMPOS CEO 3/3/16  
Date  
Its: LCA ARCHITECTS

**APPROVED AS TO FORM:**  
  
OUSD Facilities Legal Counsel 3.4.16  
Date

File ID Number: 16-0232  
Introduction Date: 4/13/16  
Enactment Number: 16-0485  
Enactment Date: 4/13/16  
By: 

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

#### 1. BASIC SERVICES

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, models, specifications and other services, including Collaborative for High Performance Schools (CHPS) program registration and compliance per CHPS guidelines, DSA/OPSC High Performance Incentive (HPI) Grant Program submission, if eligible, and PG&E's Savings By Design rebate incentive program, as applicable, furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, models, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
  - 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
  - 1.2.9. Surveys, reports, as-built drawings; and
  - 1.2.10. Subsoil data, chemical data as encountered and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to

the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the Information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsurface conditions; and/or other Information that the District has not provided, the Architect shall request that the District acquire that Information at the soonest possible time after Architect becomes aware that this additional information is needed. If Information is deemed necessary for the project's effective execution, architect shall not proceed with affected project components until required information is secured. Should architect proceed without the required information, and the Information when received, causes a change, architect shall make all necessary changes and engage the resources necessary to keep the project on schedule, at no cost to the District. If the Parties mutually agree, this additional Information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology and Security Department and/or the District's technology and security consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology and security consultant as appropriate to the level of design completion.
- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.
- 1.5. **District Standards.** Architect and its Consultants shall incorporate into the Work all adopted District product standards for facilities and construction. Architect and its Consultants shall not incorporate any specific products, items, systems, or materials unless allowing an "or equal" item, or if it is a District-adopted sole source product standard.
- 1.6. **Mandatory Assistance.** Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to,

providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance"). The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

- 1.7. **Collaborative for High Performance Schools (CHPS).** If this Project is to be designed to a specific Collaborative for High Performance Schools ("CHPS") standard the Parties shall indicate (by checking the appropriate box) for the specific section that is applicable for this specific Project.

1.7.1. **CHPS VERIFIED PLUS HPI INCENTIVE WITH OPSC ELIGIBILITY TRACK**

1.7.1.1. **Collaborative for High Performance Schools ("CHPS") Criteria, CHPS Verified Program and State of California High Performance Schools Incentive (HPI) Grant Program.** As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per CHPS Guidelines) into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for the State of California High Performance Schools Incentive (HPI) Grant Program as eligible as well as the CHPS Verified Program. The Architect shall work with the District and its CHPS Program Manager to confirm CHPS and DSA/OPSC HPI review path with District as CHPS and HPI Programs develops, and verify that the District's project meets the highest possible point score under CHPS Criteria and to maximize HPI grant funding, consistent with the District's budget.

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

District at the end of each phase of the work.

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

The Architect shall assist the District in a timely manner, in preparing applications to DSA and the Office of Public School Construction which shall meet DSA/HPI submission requirements, including calculations demonstrating Acoustic Performance standards per CHPS guidelines, and all required documentation required to meet CHPS Verified rating and receive funding under the DSA/OPSC High Performance Schools Incentive Grant Program. Final approved HPI, or Joint CHPS Verified/HPI, scorecard indicating points verified, and DSA HPI-1 forms shall be forwarded by the Architect upon receipt to the District's Project Manager and CHPS Program Manager.

**1.7.2. CHPS VERIFIED ONLY/ NO OPSC HPI ELIGIBILITY TRACK □**

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

- 1.7.2.1.1. The Architect and Consultants shall participate

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

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

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

**1.7.3. CHPS DESIGNED ONLY/CHPS GUIDELINES / MINOR MODERNIZATION**   
**SCOPE ONLY/ NO OPSC HPI ELIGIBILITY TRACK**

1.7.3.1. **CHPS Criteria, and CHPS Guidelines** As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS-2009 Criteria (or latest version per CHPS Guidelines) into the project. As a part of Basic Services the Architect shall

complete all documentation and submission requirements necessary to self-certify the school project as 'CHPS Designed' according to the CHPS Designed Program and transmit the documentation to the District for its potential future submission to the CHPS Verified Program. The Architect shall work with the District and CHPS Program Manager to verify that the District's project meets the Owner's Project Requirements and CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

1.7.3.1.1. The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's CHPS Guideline goals and identify target credits. The Architect shall update the CHPS "Scorecard" with credit documentation to the extent applicable to scope, concurrent with each design phase submittal. The status of project compliance and any documentation submitted in relation to CHPS Designed credits shall be assessed with the District at the end of each phase of the work.

1.7.3.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California Title 24 minimum energy performance standard shall be performed at least once during the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis, as applicable to scope of work, to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 'Daylighting,' shall also be performed at Schematic, Design Development, and Construction Documentation phases.

## 1.8. Oversight and Inspection Requirements

The Architect acknowledges that the Division of the State Architect (DSA) Inspection, approval and certification process for projects was revised in 2012-2013 and that the Architect must comply with the requirements of the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process).

## 1.9. Building Information Modeling (BIM).

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

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

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

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

event this Agreement is terminated, the Architect shall create a Building Information Model Archive for the current Project phase up to the date of termination.

## **2. MASTER PLANNING SERVICES**

### **2.1. Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.

2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2.2. Development of Architectural Program**

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

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

2.2.2. Review DSA codes pertaining to the proposed Project design.

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

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

2.2.5. Administer Project as required to coordinate work with the District and between subconsultants.

### **2.3. Construction Cost Budget**

2.3.1. Architect shall have responsibility to further review the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be prepared by the Program Manager and the Design Phase Manager and are to be prepared by the Program Manager and the Design Phase Manager and are to be based on the developed functional architectural programs as approved by the District. The Architect shall be responsible to review and advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:

2.3.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.

2.3.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

2.3.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

2.3.1.4. The Architect shall review all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

2.3.1.5. Prior to beginning each subsequent phase of the work the Architect shall verify in writing that they have reviewed Construction Cost Budget.

2.3.1.6. Mechanical, electrical, civil and landscape consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

2.3.2. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. However, the Architect shall be responsible to provide review, and final acceptance of the Construction Cost Budget as the basis for continuing the proposed project design.

#### 2.4. Presentation

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

of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

## **2.5. Deliverables**

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

- 2.5.1. Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.5.2. Conceptual Design/Site Plan and Phasing Plan.
- 2.5.3. Revised Construction Cost Budget.
- 2.5.4. Final Schedule of Work; , showing also Project Phasing
- 2.5.5. Meeting Reports/Minutes from Kick-off and other meetings;
- 2.5.6. Electronic copy and/or one rendering provided to District for public presentation.

## **2.6. Meetings**

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

## **3. PRE-DESIGN AND START-UP SERVICES**

### **3.1. Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 3.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts, Model Management and Coordination, CHPS workshops with CHPS, and DSA/OPSC HPI, OR "Joint CHPS/HPI" (as applicable) Scorecards and credit documentation, and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.

- 3.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### 3.2. Development of Architectural Program

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

- 3.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- 3.2.2. Review DSA codes pertaining to the proposed Project design.
- 3.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 3.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 3.2.5. Administer Project as required to coordinate work with the District and between subconsultants.
- 3.2.6. Construction Cost Estimate
  - 3.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Estimate within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Estimate are to be based on the developed functional architectural programs as approved by the District with input by the District's Lease Leaseback contractor. The following conditions apply to the Construction Cost Estimate prepared by the Architect:
    - 3.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
    - 3.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- 3.2.6.1.3. Contingencies for design, bidding, and construction are to be included as Individual line items, with the percentage and base of calculation clearly identified.
- 3.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Estimate.
- 3.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate with the District's Construction Budget.
- 3.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Estimate.

3.2.6.2. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.

### **3.3. Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation with preliminary CHPS Scorecard.

### **3.4. Deliverables**

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

- 3.4.1. Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 3.4.2. Site Plan;
- 3.4.3. Revised Construction Cost Estimate;
- 3.4.4. Final Schedule of Work;

- 3.4.5. Meeting Reports/Minutes from Kick-off and other meetings;
- 3.4.6. Renderings provided to District for public presentation.
- 3.4.7. Preliminary CHPS/HPI scorecard(s).
- 3.4.8. The Building Information Model Archive for this Project phase.

**3.5. Meetings**

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

**4. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare, with input from the District's Lease Leaseback contractor, for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 4.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, programming, concepts, Model Management and Coordination CHPS/HPI scorecard with design credit documentation updates and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 4.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- 4.3. **Architectural**
  - 4.3.1. Develop Owner's Project Requirements ("OPR") Documents to establish and document the Project goals, measurable performance criteria, and requirements for system function, performance, and maintainability. The OPR can be used as the basis of commissioning work should that be requested by the District. The OPR will serve as the Basis of Design for the Project as it moves forward and will address the 38 categories set forth on Page 6 of Exhibit AA.
  - 4.3.2. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- 4.3.3. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 4.3.4. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 4.3.5. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 4.3.6. Identify code requirements, include occupancy classification(s) and type of construction. This information shall be incorporated into the program document.
- 4.3.7. Update CHPS/HPI scorecard and credit documentation to reflect Schematic Design. This information shall be incorporated into the program document.

#### 4.4. Structural

- 4.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including e.g., pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 4.4.2. Identify foundation systems (including e.g., fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

#### 4.5. Mechanical

- 4.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 4.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 4.5.3. Show selected system on drawings as follows:
  - 4.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 4.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 4.5.3.3. Schematic piping.
  - 4.5.3.4. Temperature control zoning.
- 4.5.4. Provide design criteria to include the intent base of design for the projects. This information shall be incorporated into the program document.

4.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.6. Electrical**

4.6.1. Calculate overall approximate electrical loads.

4.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

4.6.3. Show system(s) selected on drawings as follows:

4.6.3.1. Single line drawing(s) showing major distribution system.

4.6.3.2. Location and preliminary sizing of all major electrical systems and components including:

4.6.3.2.1. Load centers.

4.6.3.2.2. Main panels.

4.6.3.2.3. Switch gear.

4.6.4. Provide design criteria to include the intent base of design for the projects. This information shall be incorporated into the program document.

4.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**4.7. Civil**

4.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

4.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

4.7.3. Coordinate finish floor elevations with architectural site plan.

**4.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**4.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/ material list, updated to latest District CHPS Guidelines for new construction and modernization in development of

the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

#### **4.10. Construction Cost Estimate**

Revise the Construction Cost Estimate for the Project with input from the District's Lease Leaseback contractor. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Estimate:

4.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

4.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

4.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District detailed cost estimating format for prior review and approval.

4.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

4.10.4. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.

4.10.5. The Architect shall submit its proposed Construction Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate, including review of District-provided cost estimate.

4.10.6. At the end of this Phase, the Construction Cost Estimate may include design contingencies of no more than ten percent (10%) in the cost estimates.

#### **4.11. Meetings**

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

#### **4.12. Deliverables**

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

- 4.12.1. OPR Document
- 4.12.2. Breakdown of Construction Cost Estimate as prepared for this Phase;
- 4.12.3. Meeting Reports/Minutes;

- 4.12.4. Schematic Design Package with alternatives;
- 4.12.5. Statement indicating changes made to the Architectural Program and Schedule;
- 4.12.6. CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documentation for CHPS credit EQ 1.1 updated to reflect Schematic Design.
- 4.12.7. Preliminary T24 whole building energy analysis reflecting Schematic Design plus list of Energy Conservation Measures (ECMs) with initial cost and projected cost savings and payback period.
- 4.12.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**4.13. Presentation**

- 4.13.1. Architect shall present and review with the District the detailed Schematic Design and CHPS documentation.
- 4.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.
- 4.13.3. Prior to approval of the project Schematic Design, the Architect shall meet with the District and make presentations to the District's Superintendent and Board of Education of the project schematic design with intended CHPS targets.
- 4.13.4. Where the Superintendent or the Board request reasonable changes to the project the Architect shall incorporate such changes as a part of Basic Services and prior to advancing to the next phase of work.

**5. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase and with input from the District's Lease Leaseback contractor, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Architectural**

- 5.1.1. Scaled, dimensioned floor plans with final room locations including all openings, and preliminary fixtures, furnishings and fixed equipment

("FF&E") plans and assist District with selection of furniture and coordination with vendors for FF&E.

5.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

5.1.3. Identification of all fixed equipment to be installed in contract.

5.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.

5.1.5. Preliminary development of details and large scale blow-ups.

5.1.6. Legend showing all symbols used on drawings.

5.1.7. Floor plans identifying all fixed and major movable equipment and furniture.

5.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

5.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

5.1.9.1. Light fixtures.

5.1.9.2. Ceiling registers or diffusers.

5.1.9.3. Access Panels.

5.1.10. Update CHPS/HPI scorecard and credit documentation to reflect Design Development. This information shall be incorporated into the program document.

5.1.11. Update and refinement of OPR Document for architectural, structural, mechanical, electrical, civil, and landscape manuals, systems and equipment.

**5.2. Structural:**

5.2.1. Structural drawing with all major members located and sized.

5.2.2. Establish final building and floor elevations.

5.2.3. Preliminary specifications.

5.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center. This information shall be incorporated into the program document.

**5.3. Mechanical**

- 5.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 5.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 5.3.3. Ductwork and piping should be substantially located and sized.
- 5.3.4. Devices in ceiling should be located.
- 5.3.5. Legend showing all symbols used on drawings.
- 5.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 5.3.7. Control Systems to be identified. This information shall be incorporated into the program document.
- 5.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase. This information shall be incorporated into the program document.

**5.4. Electrical**

- 5.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space, with photometrics, and clear lighting controls for CHPS/HPS credit EQ 1.3 Electric Lighting documentation meeting CHPS Guidelines.
- 5.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 5.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.4.4. Legend showing all symbols used on drawings
- 5.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 5.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**5.5. CIVIL**

5.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, Invert elevation location and installation details.

5.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**5.6. Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**5.7. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**5.8. Construction Cost Estimate**

5.8.1. Revise with input from the District's Lease Leaseback contractor, the Construction Cost Estimate for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Estimate.

5.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.

5.8.3. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.8.4. The Architect shall submit its proposed Construction Cost Estimate and FF&E Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**5.9. Deliverables**

5.9.1. Updated Owner's Project Requirements (OPR) Documents;

- 5.9.2. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 5.9.3. Specifications;
- 5.9.4. Revised Construction Cost Estimate and FF&E Cost Estimate;
- 5.9.5. DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- 5.9.6. Updated CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documentation for CHPS credit EQ 1.1 updated to reflect Design Development.
- 5.9.7. Updated T24 whole building energy analysis reflecting Design Development plus list of Energy Conservation Measures (ECMs) Incorporated.
- 5.9.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

#### 5.10. Meetings

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

### 6. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase and with input from the District's Lease Leaseback Contractor, the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

#### 6.1. Construction Documents ("CD") 50% Stage:

##### 6.1.1. General

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall reasonably verify the availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings. BIM Modeling by the Architect and its consultants is concluded at the end of the Construction Documents Phase.

#### 6.1.2. Architectural

- 6.1.2.1. Site plan developed to show building location, and major site elements.
- 6.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- 6.1.2.3. Architectural details and large blow-ups started.
- 6.1.2.4. Well developed finish, door, and hardware schedules.
- 6.1.2.5. Fixed equipment details and identification started.
- 6.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical, fire protection, systems.

#### 6.1.3. Structural

- 6.1.3.1. Structural floor plans, elevations, and sections with detailing well advanced.
- 6.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- 6.1.3.3. Completed cover sheet with general notes, symbols and legends.

#### 6.1.4. Mechanical

- 6.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
- 6.1.4.2. Large scale mechanical details started.
- 6.1.4.3. Mechanical schedule for equipment substantially developed.
- 6.1.4.4. Complete design of Emergency Management System ("EMS")."

#### 6.1.5. Electrical

- 6.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- 6.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

- 6.1.5.3. All electrical equipment schedules started.
- 6.1.5.4. Special system components approximately located on plans.
- 6.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

#### 6.1.6. Civil

- 6.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
- 6.1.6.2. Site utility plans started.

#### 6.1.7. Landscape

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

#### 6.1.8. Construction Cost Budget

- 6.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.
- 6.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 6.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 6.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

#### 6.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

6.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

6.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

6.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

6.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

6.1.9.3. Specifications shall be in CSI format.

6.1.10. Deliverables and Numbers of Copies

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

6.1.11. Updated program document

6.1.12. Two copies of reproducible copies of working drawings;

6.1.13. Two copies of specifications;

6.1.14. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

6.1.15. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

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

6.2. **Construction Documents – 100% / Completion Stage:**

6.2.1. Architectural

6.2.1.1. Completed site plan.

- 6.2.1.2. Completed floor plans, elevations, and sections.
- 6.2.1.3. Architectural details and large blow-ups completed.
- 6.2.1.4. Finish, door, and hardware schedules completed, including all details.
- 6.2.1.5. Fixed equipment details and identification completed.
- 6.2.1.6. Reflected ceiling plans completed.
- 6.2.1.7. Finalize FF&E plans and specifications.

#### 6.2.2. Structural

- 6.2.2.1. Structural floor plans and sections with detailing completed.
- 6.2.2.2. Structural calculations completed.

#### 6.2.3. Mechanical

- 6.2.3.1. Large scale mechanical details complete.
- 6.2.3.2. Mechanical schedules for equipment completed.
- 6.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.
- 6.2.3.4. Complete energy conservation calculations and report.

#### 6.2.4. Electrical

- 6.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed. Include any updated photometrics to demonstrate meeting of EQ 1.1 Daylighting.
- 6.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- 6.2.4.3. All electrical equipment schedules completed.
- 6.2.4.4. Special system components plans completed.
- 6.2.4.5. Electrical load calculations completed.

#### 6.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

6.2.6. Construction Cost Estimate

- 6.2.6.1. Revise the Construction Cost Estimate with input from the District's Lease Leaseback Contractor for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Estimate.
- 6.2.6.2. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.
- 6.2.6.3. The Architect shall submit its proposed Construction Cost Estimate and FF&E Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate.
- 6.2.6.4. At this stage of the design, the Construction Cost Estimate shall not include any design contingencies in excess of the cost estimates.

6.2.7. Specifications

- 6.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- 6.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - 6.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or
  - 6.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.
- 6.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by the District and only with District's prior approval.
- 6.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

6.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

6.2.7.6. Specifications shall be in CSI format.

#### 6.2.8. Constructability Review

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

#### 6.2.9. Deliverables

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

6.2.9.1. Updated OPR Document

6.2.9.2. Reproducible copies of working drawings;

6.2.9.3. Specifications;

6.2.9.4. Prerequisites and Credits targeted, including final Acoustics Performance and Daylighting analysis documentation for CHPS credits EQ 3.1, and EQ 1.1 updated to reflect final Design.

6.2.9.5. Updated T24 whole building energy analysis plus for submittal for PG&E's Savings By Design rebate program, reflecting final Design plus list of Energy Conservation Measures (ECMs) incorporated.

6.2.9.6. Engineering calculations;

6.2.9.7. Revised Construction Cost Estimate and Revised FF&E Cost Estimate;

6.2.9.8. Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

6.2.9.9. DSA file including all correspondence, meeting, back check comments, checklists to date;

6.2.9.10. Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

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

### 6.3. Construction Documents (CD) Final Back-Check Stage

6.3.1. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

6.3.1.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

6.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

6.3.2.1. **Drawings:** Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

6.3.2.2. **Specifications:** Original word-processed technical specifications on reproducible masters in CSI format.

6.3.3. Architect shall update and refine the consultants' completed Construction Documents.

6.3.4. Architect shall submit final CHPS/HPI scorecard(s) as approved by DSA/HPI with any DSA/HPI correspondence and final HPI-1 form, as well as approved CHPS Verified Design credits, if applicable, with any additional documentation submitted for all Prerequisites and Credits targeted.

### 6.4. Meetings

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

## 7. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for the Lease Leaseback construction project delivery method

for District for both the Project Building and Site Contract and for the FF&E Contract as follows:

- 7.1. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 7.2. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 7.3. Attend bid walk(s) as scheduled.
- 7.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 7.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 7.6. Attend bid opening.
- 7.7. Coordinate with subconsultants.
- 7.8. Respond to District questions and clarifications.
- 7.9. Deliverables

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

- 7.9.1. Meeting report/minutes from kick-off meeting;
- 7.9.2. Meeting report/minutes from pre-bid site walk;
- 7.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.
- 7.9.4. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

## **8. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District up to a period of 30 months, as follows:

8.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

**8.2. Change Orders**

8.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.

8.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

**8.3. Submittals**

8.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents, including documented CHPS/HPI credits.

8.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

8.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA.

**8.4. RFIs**

During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the

construction progress. In no case shall the review period associated with an RFI exceed seven (7) business days from the receipt by the Architect, unless the complexity of the RFI or information sought in the RFI warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

- 8.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 8.6. **As-Built Drawings.** Architect shall review and evaluate for District the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
- 8.6.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Builts" in electronic format back to the District.
- 8.7. **Record Drawings.** Only if requested specifically by the District, Architect shall review the final Record Drawings prepared by the Contractor for the District for general completeness and compliance with the District's and Architect's requirements. The Record Drawings prepared by Contractor shall incorporate onto one set of electronic drawings, all changes from all As-Builts, sketches, details, and clarifications. The Architect may insert the following notice on the Record Drawings:
- These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 8.8. **O&M Manuals / Warranties.** Architect shall review the equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems prepared and/or assembled by the Contractor, for general conformance with the requirements of the plans and specifications.
- 8.9. Architect will provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.

8.10. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

#### 8.11. Deliverables

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

- 8.11.1. Meeting report/minutes from kick-off meeting;
- 8.11.2. Observation reports;
- 8.11.3. Weekly meeting reports that reflect substantive Architectural, Commissioning or CHPS/HPI issues discussed.
- 8.11.4. Final acoustics performance testing report and CHPS/HPS documentation to verify CHPS EQ 3.1 is met.
- 8.11.5. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

#### 8.12. Meetings

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

### 9. CLOSEOUT PHASE

9.1. As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:

- 9.1.1. Architect shall review the Project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 9.1.2. Architect shall review, and forward to the District all written warranties, operation manuals, lien waivers, and Certificates of Inspection and Occupancy prepared and/or assembled by the Contractor for general conformance with the Architect's and District's requirements.
- 9.1.3. Architect shall use its diligent efforts to prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 9.1.4. Architect shall obtain all required DSA approval on construction change directives and addenda to the contractor's contract that have not already received DSA approval.
- 9.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).

- 9.1.6. Architect shall review the Record Drawings prepared by the Contractor for the Project, as requested by the District.
- 9.1.7. Architect shall review the package of all warranty and M&O documentation prepared by the Contractor.
- 9.1.8. Architect shall review the electronic files, plans and Project binder prepared by the Contractor.
- 9.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 9.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 9.3. **Deliverables**
  - 9.3.1. Punch lists for each building;
  - 9.3.2. Upon completion of the Project, Architect to review all related project documents, including As-Builts, Record Drawings. These are the sole property of the District.
  - 9.3.3. DSA Project Certification

9.4. **Meetings**

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

**10. MEETINGS / SITE VISITS / WORKSHOPS – Architect Participation Requirements**

- 10.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct, take, and distribute minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
- 10.2. **General Meeting, Site Visit and Workshop Requirements**
  - 10.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
  - 10.2.2. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the

Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

10.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

10.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

### 10.3. Meetings During Project Initiation Phase (One (1) meeting(s))

10.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting for all sites to determine the Project intent, scope, budget and timetable, which shall encompass the following:

10.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

10.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

10.3.1.3. During this meeting, the Architect shall:

10.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

10.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

10.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

10.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

10.3.2. Participate in initial CHPS workshop facilitated by District CHPS Program Manager to develop preliminary CHPS/HPI scorecard(s) and review Owner's Project Requirements.

### 10.4. Initial Site Visits (One (1) meeting(s))

10.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

10.4.2. Access to site and associated areas shall be coordinated in advance with the District. If additional site visits are required, they shall occur at the architect's sole expense.

**10.5. Meetings During Architectural Program (Eighteen (18) meeting(s))**

10.5.1. Architect shall participate in one public community information site meeting, per site, to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.

10.5.2. Architect shall conduct one site visit/meeting, with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.

10.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**10.6. Meetings During Schematic Design Phase (Four (4) meeting(s))**

10.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop, per site, with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:

10.6.1.1. Architect shall designate its team member duties and responsibilities;

10.6.1.2. Architect and District shall review District goals and expectations;

10.6.1.3. District shall provide input and requirements;

10.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget;

10.6.1.5. Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;

10.6.1.6. Establish and agree regarding methods to facilitate free communication and coordination efforts for the Project.

10.6.1.7. CHPS Integrated design update and status.

**10.7. Meetings During Design Development Phase (Five (5) meeting(s))**

10.7.1. At the time designated for completion of the Design Development package, Architect shall conduct one meeting, per package of submittal, with the District to review the following:

10.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

10.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

**10.7.2. Value Engineering Workshop (Two (2) meeting(s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**10.8. Meetings During Construction Documents Phase (Nine (9) meeting(s))**

10.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct one meeting, per package of submittal, with the District to revise the Design Development package and receive comments.

10.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

10.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

10.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget;.

10.8.2.3. CHPS review, which shall include mandatory attendance by all of the Architect's Consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches, CHPS and/or HPS Scorecard with all credit documentation, or other material clearly indicating that the work has progressed to the 50% Construction Document phase.

10.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one

meeting, per package or submittal, with the District to review the following:

10.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

10.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

**10.9. Meetings During Bidding Phase (One (1) meeting(s))**

10.9.1. Attend and take part in one Pre bid coordination meeting with District.

10.9.2. Attend and take part in one meeting, per package of submittal, with all potential bidders, District staff, and Construction Manager.

10.9.3. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**10.10. Meetings During Construction Administration Phase**

10.10.1. Unless otherwise reasonably agreed to by the Parties, Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project, for a period of 30 months, after which time Construction Administration Phase Services, Meetings, and related tasks will be performed and billed as Extra Services. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.

10.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work.

10.10.3. Architect shall ensure that consultant(s) visit the site in conformance with this agreement.

**10.11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**10.12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.



245 YGNACIO VALLEY ROAD WALNUT CREEK, CA 94596 TEL 925 444 1626 FAX 925 944 1666  
1926 BROADWAY, SUITE 400 OAKLAND, CA 94612 TEL 510 272 1041 FAX 510 272 1044

November 19, 2015

**EXHIBIT "AA"**

Saya Nhin  
Facilities Planning & Management Dept.  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**to Agreement for Architectural Services by and between  
Oakland Unified School District and LCA for  
Fremont High School Replacement Project**

**Subject: New Fremont High School – Phase I  
Oakland, California | LCA #14019**

Dear Saya,

1. I am pleased to present this proposal for professional services to assist the District with Phase I for the New Fremont High School located on two and a half acres at 4610 Foothill Boulevard, Oakland California.
2. Our understanding of the project is as follows:
  - A. According to the **Quality School Development Proposal (QSDP)** prepared by the high school and given to us by the District on 8/12/15, the long term plan for the existing Fremont High School is to replace the entire campus with a new, state-of-the-art, CHPS Verified, Net Zero Energy (ZNE) high school (grades 9 – 12).
  - B. The construction budget is currently set at **\$57.4 million** utilizing Measure J funds, and will be for a high school campus of **1,200 students**. Planning for the campus will anticipate the potential increase of student population beyond 1,200 students. During the campus programming phase, the Design Team will study and prepare schemes that address a 1,200+ student population and, as much as possible, work within the current construction budget. Some of the proposed programming options may exceed the current construction budget and require multiple phases. The Design Team will prepare construction drawings for the scope of work based on the current construction budget (Phase 1). If the construction budget is increased, then the OUSD Master Agreement Fee proposed by the Design Team in this fee proposal will be increased as a percentage of construction budget as identified in **Exhibit C**.
  - C. The academic instructional approach and organization will include collaborative teams, project based learning and interdisciplinary projects across content areas, blended learning, station rotation model, advisory curriculum and small learning communities. Students will start in a 9<sup>th</sup> Grade House and take a course to introduce them to the school's four pathways, study skills, and instructional strategies. The four pathways will include Engineering and Architectural Design, Digital Media and Technology, Global Studies and Public Service, and Science, Health and Forensics. The Newcomers and students in Special education will be integrated into the pathways. Design thinking and technology will be integrated into the pathways as well. Advanced placement classes will

be offered. All 9<sup>th</sup> grade students will take computer science.

- 1) According to the QSDP, the high school campus will incorporate the following:
- **General: Net Zero Energy**  
All new buildings will be built as energy efficient buildings with sustainability a key theme. Green roofs, gray water usage, and other environmentally friendly aspects will be included in the design of the building as appropriate.
  - **9th Grade Small Learning Community (200 students)**  
A wing with a central hub that breaks out into classrooms, complete with a computer lab, administrative offices, and conference rooms. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments.
  - **Newcomer Program (200 students)**  
A wing allowing for growth with a language lab, offices for a director and counselors. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments.
  - **(4) Learning Pathways (200 student per Pathway):**  
Each pathway to have a separate wing, and each a distinct character. Each wing to have space for administrative offices and counseling. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments. Science laboratories will be built for each pathway.
    - *Digital Media and Technology*  
Provide computer labs for career-technical classes
    - *Science, Health and Forensics*  
Provide several science/forensic labs for career-technical classes  
Provide space for student garden (ecology, sustainability, food economics)
    - *Engineering and Architectural Design*  
Provide computer labs, a robotics lab, and a building design classroom
    - *Global Studies and Public Service*  
Provide computer lab and language lab

- **School Administration Offices**  
Provide main office for public visitors, reception desk, offices for principal and assistant principals, conference room, and several offices for counselors, and administrators for extended day program.
- **New Cafeteria**  
Serve up to 600 students with 5-6 lunch lines and outside stands
- **New Auditorium**  
Includes state-of-the-art lighting, sound, and projection systems
- **Parent & College Resource Center**  
One large space for shared resources, along with a classroom, meeting space, and offices for college resource counselors
- **Gymnasium** (potentially include indoor track)
- **Athletic Stadium**  
Combined field for football / baseball, bleachers, sports lighting, scoreboard.  
Provide access to public swimming pool across the street.
- **Athletic Locker Rooms**
- **Community Health Center**  
Located so that the community will have access. Facility to include offices for behavioral health staff and interns, as well as multipurpose room for community meetings & health workshops
- **Child Care Center**  
A child care center for parents, students, teachers, and community members to be built adjacent to the community health center
- **Electronic Marquee**  
Located at the corner of Foothill and High Street.
- **Campus Quad**  
A central outdoor area for all students and staff, includes green space
- **Library**  
Refurbish existing historic structure and updated to current codes, including earthquake retrofitting.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/11/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	<b>CONTACT NAME:</b> Julie Nelson
	<b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> jnelson@dealeyrenton.com
<b>INSURED</b> LCA Architects, Inc. 590 Ygnacio Valley Road, Ste. 310 Walnut Creek, CA 94596	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Hartford Casualty Insurance Co.      29424
	<b>INSURER B:</b> American Automobile Ins. Co.      21849
	<b>INSURER C:</b> Catlin Insurance Company, Inc.      19518
	<b>INSURER D:</b> Sentinel Insurance Co. LTD      11000
	<b>INSURER E:</b> <b>INSURER F:</b>

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		57SBWLQ8132	05/30/2015	05/30/2016	EACH OCCURENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
D	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		57UEGHS9127	05/30/2015	05/30/2016	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		57SBWLQ8132	05/30/2015	05/30/2016	EACH OCCURENCE      \$4,000,000 AGGREGATE      \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N      N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WZP81030487	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000
C	Professional Liability		AED981851216	12/01/2015	12/01/2016	\$2,000,000 per Claim \$4,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability Policy excludes claims arising out of the performance of professional services.  
 Ref: Modernization and/or New Construction/Fremont High School Replacement Project/4610 Foothill Blvd, Oakland, CA 94601

Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Division of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	<b>CANCELLATION</b> 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 

## DESCRIPTIONS (Continued from Page 1)

officers, officials, employees, agents, and volunteers are additional insureds as respects to General Liability per policy form wording. Commercial General Liability Insurance is primary and non-contributory per policy form wording. Severability of Interest: It is agreed that except with respect to the limit of insurance, this coverage shall apply as if each additional insured were the only insured and separately to each insured against whom claim is made or suit is brought. A Waiver of Subrogation applies to Workers Compensation. Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than non-payment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non-payment of premium, 10 days written notice will be sent to the above.

Insured: LCA Architects, Inc.  
Insurer: Hartford Casually Insurance Co.  
Policy Number: 57SBWLQ8132  
Policy Effective Date: 05/30/2015  
Additional Insured:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT: Oakland Unified School District, the Construction Manager, their representatlves, consultants, trustees, officers, officials, employees, agents, and volunteers

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## BUSINESS LIABILITY COVERAGE FORM

### C. WHO IS AN INSURED

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

#### f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

### E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom a claim is made or "suit" is brought.

### E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

### E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPTS FROM CA 00001 (1001)  
**HARTFORD BUSINESS AUTO COVERAGE**

**Insured:** LCA Architects, Inc.

**Policy Number:** 57UEGHS9127

**Policy Effective Dates:** 05/30/2015

**Additional Insured:**

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT: Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers

**Additional Insured: SECTION II – LIABILITY COVERAGE**

1. **WHO IS AN INSURED:** The following are "insureds"

c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

**Cross Liability Clause: SECTION V – DEFINITIONS**

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "sult" is brought.

EXCERPTS FROM HA9916 (0302)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD  
FORM ENDORSEMENT**

15. **WAIVER OF SUBROGATION** – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: LCA Architects, Inc.  
Policy Number: WZP81030487  
Effective Date: 01/01/2016

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**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 \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

Person or Organization	Job Description
Oakland Unified School District Division of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	PERSON(S) OR ORGANIZATION(S), CONT: Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers

Countersigned by Michael King  
Authorized Representative

Form WC 04 03 06  
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:



## AGREEMENT FOR ARCHITECTURAL SERVICES ROUTING FORM

Project Information			
Project Name	Fremont High School Replacement	Site	302
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Loving and Campos (LCA) Architects	Agency's Contact	Carl Campos				
OUSD Vendor ID #	I010791	Title	Architect of Record				
Street Address	1970 Broadway Street, Suite 800	City	Oakland	State	CA	Zip	94612
Telephone	510-272-1060	Policy Expires	5-30-2016				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13159						

Term			
Date Work Will Begin	3.23.2016 1-27-2016	Date Work Will End By (not more than 5 years from start date)	12-31-2020

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$5,316,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
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
9350	Measure J	3029905810	6215	\$2,658,000.00
9450	Measure J	3029905812	6215	\$2,658,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	11/5/16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	2/4/16	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	3-4-16	
4.	Chief Operations Officer, Board of Education			
	Signature	Date Approved	3-16-16	
5.	President, Board of Education			
	Signature	Date Approved		