

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)

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**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**

Asma 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,

  
 Carl Campos, CEO  
 LCA Architects Inc.

12/7/17  
Date

OUSD  
 Authorization of Additional Services indicated.

Date

**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.



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Authorized Representative



**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	<ul style="list-style-type: none"> <li>Contract amendment packet including Board Memo and Amendment Form</li> <li>Board approved copy of the original contract and any prior Amendments.</li> </ul>
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**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

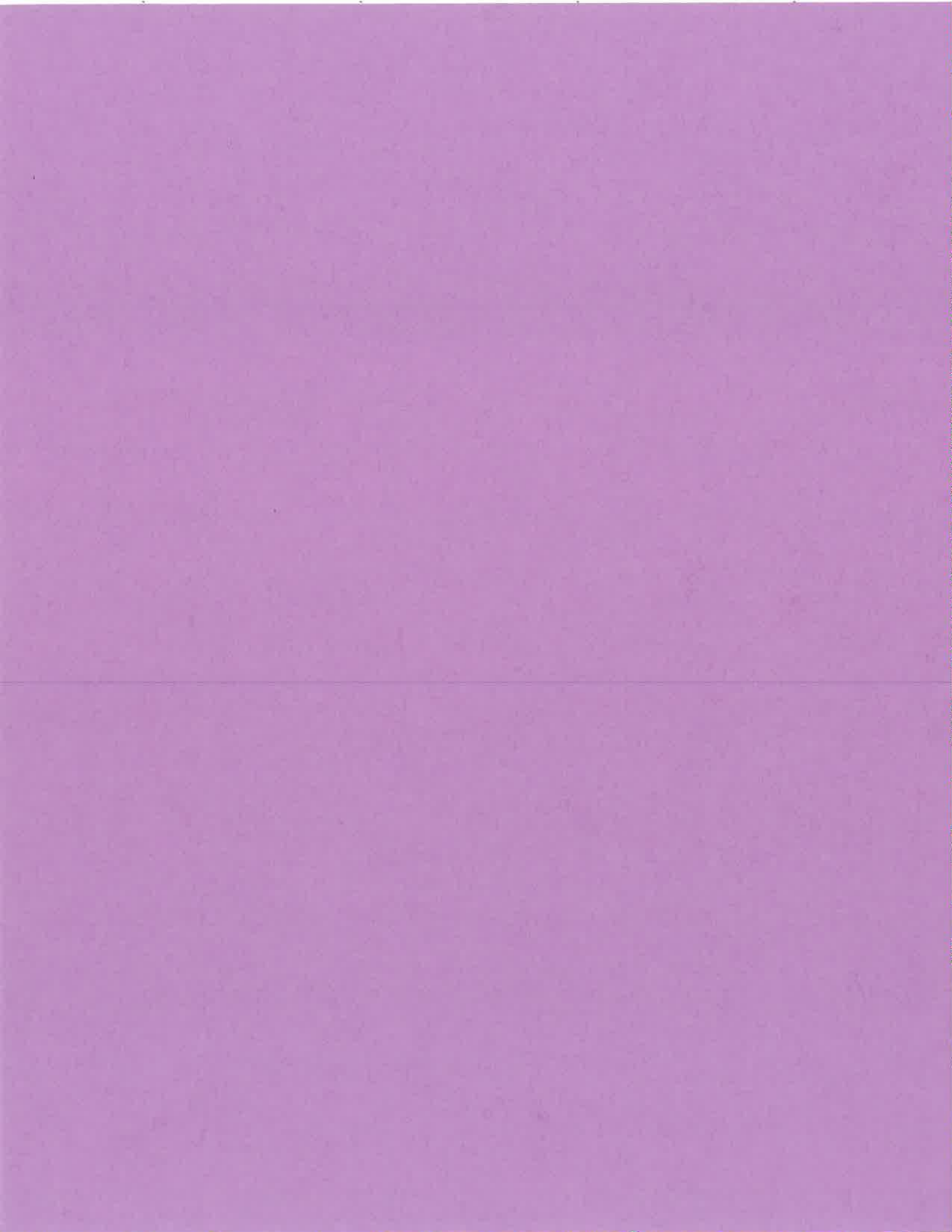
**OUSD Contract Originator Information**

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			11/21/18
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		



<b>Board Office Use: Legislative File Info.</b>	
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.

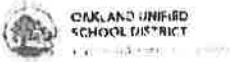
**LBP** (Local business participation percentage) 100.00%

**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



## AMENDMENT NO. 3 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. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports: <u>attach additional pages as necessary. Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope includes revised construction documents for increments 1 &amp; 2 to reflect the site features, doorways, and utilities added to the previous survey. Consultant to extensive redesign of landscape, planting &amp; irrigation plans.</u>		
2. <b>Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.		
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> .
If the compensation is changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of \$20,950.00 to original contract amount  <input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is Five million, four hundred forty-one thousand, seven hundred ten NO/100 dollars (\$5,441,710.00).		

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)
1	3-28-2018	Addition services for seismic strengthening of the roof & walls	\$74,760.00
2	5-9-2018	Provide planning, criteria, design and oversight for production systems	\$30,000.00

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**

Almee Eng  
 Almee Eng, President,  
 Board of Education

9/13/18  
 Date

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

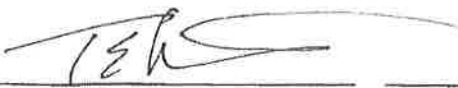
9/13/18  
 Date

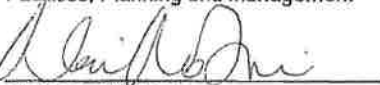
**CONTRACTOR**

[Signature]  
 Contractor Signature

\_\_\_\_\_  
 Print Name, Title

9/14/18  
 Date

  
 \_\_\_\_\_  
 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



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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.*

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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.







ADDITIONAL SERVICE REQUEST

8

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

Page | 1

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 will provide construction phase services in support of the revised plans.

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



# CALICHI DESIGN GROUP

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

Page | 2

**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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/15/2018

**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).**

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> Sean Kratz <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>FAX (A/C, No):</b> 510-452-2193 <b>E-MAIL ADDRESS:</b> skratz@dealeyrenton.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Hartford Casualty Insurance Co. <b>NAIC #</b> 29424	
<b>INSURER B:</b> National Union Fire Ins Co PittsburghPA      19445	
<b>INSURER C:</b> American Automobile Ins. Co.      21849	
<b>INSURER D:</b> Arch Insurance Company      11150	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1118643097      **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWLQ8132	5/30/2018	5/30/2018	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<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						\$ \$ \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			BE028019639	5/30/2018	5/30/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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	SCW0001811801	1/1/2018	1/1/2019	<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
D	Professional Liability			PAAEP0020101	12/1/2017	12/1/2018	\$2,000,000      per Claim \$4,000,000      Annual Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Amendment No. 3 to an Architectural Agreement- Fremont New Construction  
 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. SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 955 High Street Oakland CA 94601	<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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**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, including certificates and endorsements, if contract is over \$15,000
- 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, 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 Signature] Date Approved 8/16/18

2. General Counsel, Department of Facilities Planning and Management
Signature [Handwritten Signature] Date Approved 8/20/18

3. Deputy Chief, Department of Facilities Planning and Management
Signature [Handwritten Signature] Date Approved

4. Senior Business Officer, Board of Education
Signature [Handwritten Signature] Date Approved

5. President, Board of Education
Signature [Handwritten Signature] 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  
Kyla Johnson-Trammell 5/10/18  
 Kyla Johnson-Trammell, Superintendent Secretary, Board of Education Date  
Roland Broach 6-23-18  
 Roland Broach, Interim Deputy Chief Facilities, Planning and Management Date  
Marion McWilliams 4/24/18  
 Marion McWilliams, General Counsel, Facilities, Planning and Management Date

CONTRACTOR  
[Signature] 4/4/18  
 Contractor Signature Date  
CAROL CRIVELLO CEO  
 Print Name, Title

[Signature]  
 160

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



April 5, 2018

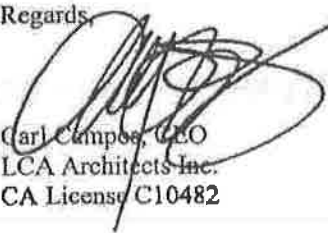
Oakland Unified School District  
Division of Facilities Planning & Management Department  
955 High Street  
Oakland, CA 94601

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

# EXHIBIT A



## ADDITIONAL SERVICE REQUEST

# 5

*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  
Fremont High School Modernization & New Construction  
LCA #14019

DATE  
February 23, 2018

OWNER: Company / Agency  
Oakland Unified School District – Attn: Cesar Monterossa

WORK: Additional Services

DESCRIPTION: Increment #3 Building B - Recording Studio Design

1. Architectural (LCA) and AV Design Services
2. Coordinate integration of Theater Consultants' work with Architect, Structural, Electrical, Mechanical/Fire Protection, Cost and Code Consultants.
3. Retain Theater / AV Consultant as follows:
  - A. Scope includes planning, criteria, design and oversight as described below for the following typical Production Systems:
    1. Production Rigging Systems (maximum budget assumed: \$50,000)
    2. Production Lighting Control (maximum budget assumed: \$50,000)
    3. Audio Visual Systems (maximum budget assumed: \$200,000)
    4. FF&E:
      - Draperies
      - Production Lighting Fixtures
      - Portable AV Equipment
  - B. 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 of 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.
  - C. 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. 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.
  - D. Contract Documents Phase: Based upon a written authorization from the Architect, provide the following services during the Contract Documents phase of the project:
    1. Detail Development: We will continue to assist the Architect and Engineers in developing detail of the project within Consultant's field of responsibility. Solutions will be developed in meetings and in the form of sketches and written memoranda.

2. Production Systems Documentation: 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 Consultant's 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.
3. Review: 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 review.
4. 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.
5. Agency Review/Bidding: Agency Review: be available by telephone to answer questions from the Architect or Building Agency within Consultant's field of responsibility. Agency meetings or exhaustive code analysis will be considered an additional service.
6. Bidding: 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 scope, but are available as an additional service.
7. Redesign: Should it be necessary to invoke substantial redesign of the systems for which Consultant is responsible due to the receipt of bids over the Client's approved budget and contingency for those systems, Consultant will provide revised documents at no additional cost. Any redesign efforts due to overages outside of Consultant's systems responsibility, or revisions in their criteria or scope based on other Consultants' work will be considered an additional service.
8. Construction: Based upon the successful award of the contract for construction and authorization to proceed, provide construction administration services as outlined herein within Consultant's field of responsibility. RFI's, bulletins and change orders: Respond to issues that arise within Consultant's field of responsibility.
9. Shop Drawings: review and stamp two submissions of shop drawings for each specification section Consultant authors. 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 Consultant's field, provide a letter of comments and/or mark-ups, but not stamp them.

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      DATE      DISTRICT REPRESENTATIVE      DATE

LCA Architects      Authorization of Additional Services Indicated

#### 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.
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- 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



# 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).


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> Sarah D'anjou <b>PHONE (A/C, No., Ext.):</b> 510-465-3090 <b>FAX (A/C, No.):</b> 510-452-2193 <b>E-MAIL ADDRESS:</b> sdanjou@dealeyrenton.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co.</td> <td>29424</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co PittsburghPA</td> <td>19445</td> </tr> <tr> <td>INSURER C: American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER D: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co.	29424	INSURER B: National Union Fire Ins Co PittsburghPA	19445	INSURER C: American Automobile Ins. Co.	21849	INSURER D: Arch Insurance Company	11150	INSURER E:		INSURER F:
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INSURER F:														
<b>INSURED</b> LCA ARCHIT LCA Architects, Inc. 590 Ygnacio Valley Road Walnut Creek CA 94596														

**COVERAGES**                      **CERTIFICATE NUMBER: 1455315658**                      **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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WARRANTY	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 OTHER:	Y	Y		57SBWLQ8132	5/30/2017	5/30/2018	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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 DED RETENTIONS				BE031239695	5/30/2017	5/30/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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/A		SCW0001811801	1/1/2018	1/1/2019	<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
D	Professional Liability				PAAEP0020101	12/1/2017	12/1/2018	\$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 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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**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 specifications; 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 94601-4404

**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).

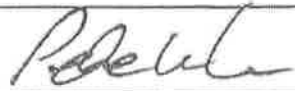
PRODUCER <b>Peter Kohn Insurance Agency</b> 3000 Citrus Circle, Suite 116 Walnut Creek, CA 94598	CONTACT NAME: <b>Peter B. Kohn</b>	FAX (A/C, No): <b>(925) 820-1684</b>	
	PHONE (A/C, No, Ext): <b>( 92) 820-1600</b>	E-MAIL ADDRESS: <b>pkohninsurance@gmail.com</b>	
INSURED <b>LCA Architects Inc.</b>  590 Ygnacio Valley Road, Suite 310 Walnut Creek, CA 94596	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Truck Insurance Exchange</b>		<b>21709</b>
	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 INSD	SUBR WVD	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 OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
<b>A</b>	<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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>606667707</b>	<b>5/30/2018</b>	<b>5/30/2019</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$ 1,000,000</b> 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	<input type="checkbox"/>	<b>N/A</b>				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: JTHBL46F095088484  
2015 Mercedes Benz S 550; VIN: WDDUG8CB6FA141950  
2018 Toyota Avalon Hyb.; 4T1BD1EB8JU060076

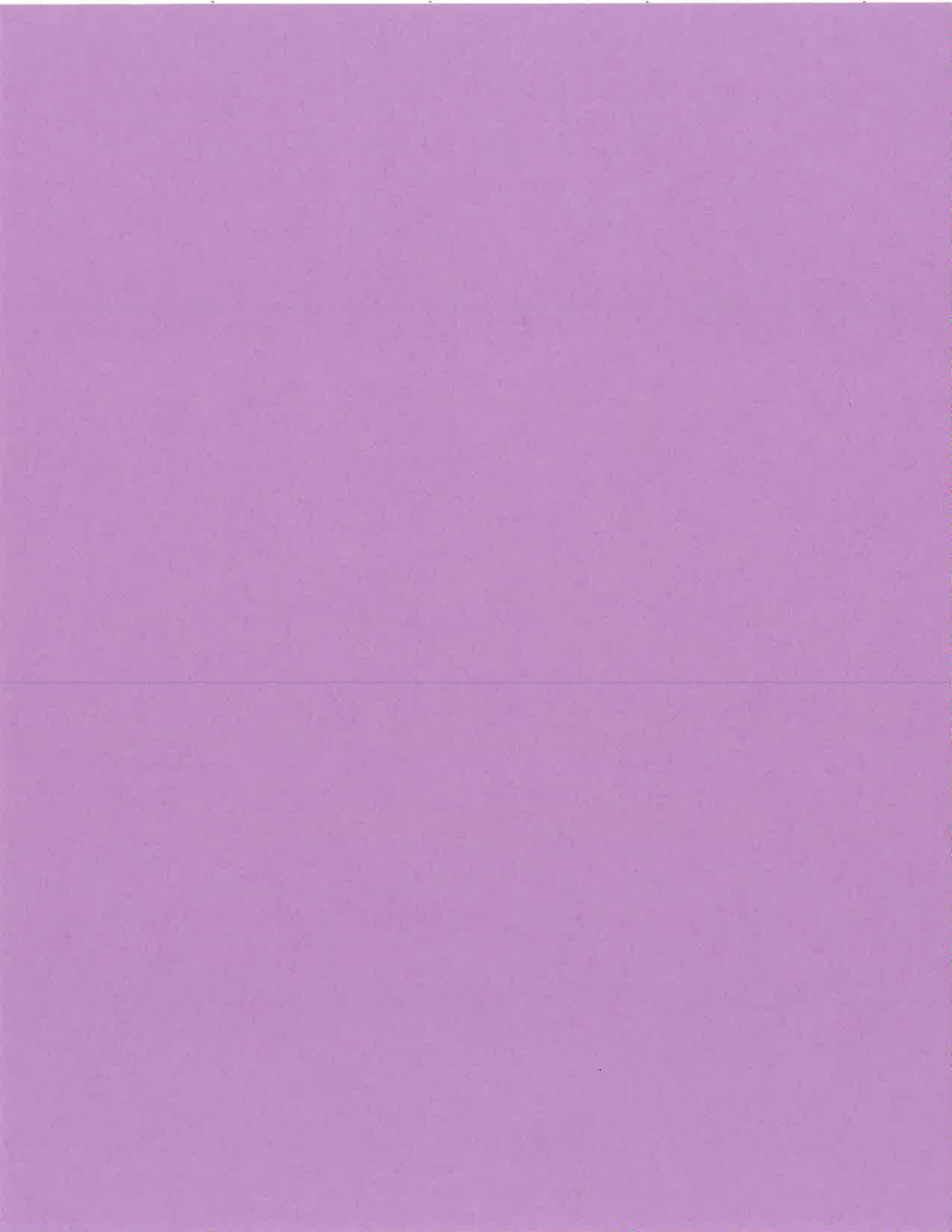
<b>CERTIFICATE HOLDER</b> Oakland Unified School District Attn: Karen Bullocks/ Administrative Assistant Facilities Planning & Management 955 High Street Oakland, CA 94601 Re: Fremont High School Improvements	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  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	18-057-3
Enactment Date	3/28/18



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education *RB*  
**From** Kyla Johnson-Trammell, 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



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.**

**Department:** Facilities Planning and Management

**Vendor Name:** LCA Architects/QKA

**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:** \$74,760.00

**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 #1 to LCA/QKA's original contract.

**Summarize the services this Vendor will be providing.**

This additional scope of services includes professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade. A \$7,000 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**





**LBU EVALUATION FOR OUSD VARIOUS PROJECTS ARCHITECTURAL SERVICES UNDER \$5 MILLION**

RFP NO. 13158

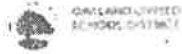
March 2015

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%		
	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%		
	Cal/Chi Design Group, LLC	SLBE	10.0%		
	KPW Structural Engineers	SLBE	15.0%		
	eDesignC	LBE	10.0%		

30

Prepared by 360 Total Concept  
3-9-2015

DESIGN\_LBU\_Evaluation\_OUSD\_Various\_Projects\_under\_\$5M\_Architectural\_Services\_RFP\_Revised



## 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> .
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>		
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>		
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> .
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$74,760.00 to original contract amount		
<input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the new contract total is <u>Five million, three hundred ninety thousand, seven hundred sixty NO/100 dollars (\$5,390,760.00).</u>		

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$ - 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,  
KPW Structural Engineers, Inc.

Accepted,  
LCA Architects

A handwritten signature in black ink, appearing to read "John Westphal", is written over a horizontal line.

John Westphal, SE 4575

Principal

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

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

Attachment – Hourly Rates Schedule

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f



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/20/2018

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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Sarah D'anjou		
	PHONE (A/C. No. Ext): 510-465-3090	FAX (A/C. No.): 510-452-2193	
	E-MAIL ADDRESS: sdanjou@dealeyrenton.com		
INSURED LCA ARCHIT LCA Architects, Inc. 590 Ygnacio Valley Road Walnut Creek CA 94596	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty Insurance Co.		29424
	INSURER B: National Union Fire Ins Co Pittsburgh PA		19445
	INSURER C: American Automobile Ins. Co.		21849
	INSURER D: Arch Insurance Company		11150
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1059344452 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	ADD/INSUR (INS) 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 <input type="checkbox"/> OTHER	Y Y	57SBWLQ9132	5/30/2017	5/30/2018	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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 CLAIMS MADE DED RETENTION \$		BE061239095	5/30/2017	5/30/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SCWGG01011801	1/1/2018	1/1/2019	<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
D	Professional Liability		PAAEP0020101	12/1/2017	12/1/2018	\$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 Additional Insured as respects General Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

CERTIFICATE HOLDER  Oakland Unified School District Division of Facilities Planning & Mgmt. 955 High Street Oakland CA 94601	CANCELLATION 30 Day Notice of 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 

**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

Project Name	Fremont New Construction Project	Site	302
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### 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
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### Contractor Information

Contractor Name	LCA Architects	Agency's Contact	Carl Campus		
OUSD Vendor ID #	ID10791	Title	Project Manager		
Street Address	1970 Broadway, Ste. 800	City	Oakland	State	CA
Telephone	925-944-1626	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

Date Work Will Begin	4-13-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2020
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### Compensation

Total Contract Amount	\$ 5,316,000.00	Total Contract Not To Exceed	\$5,390,760.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 74,760.00
Other Expenses		Requisition Number	

### Budget Information

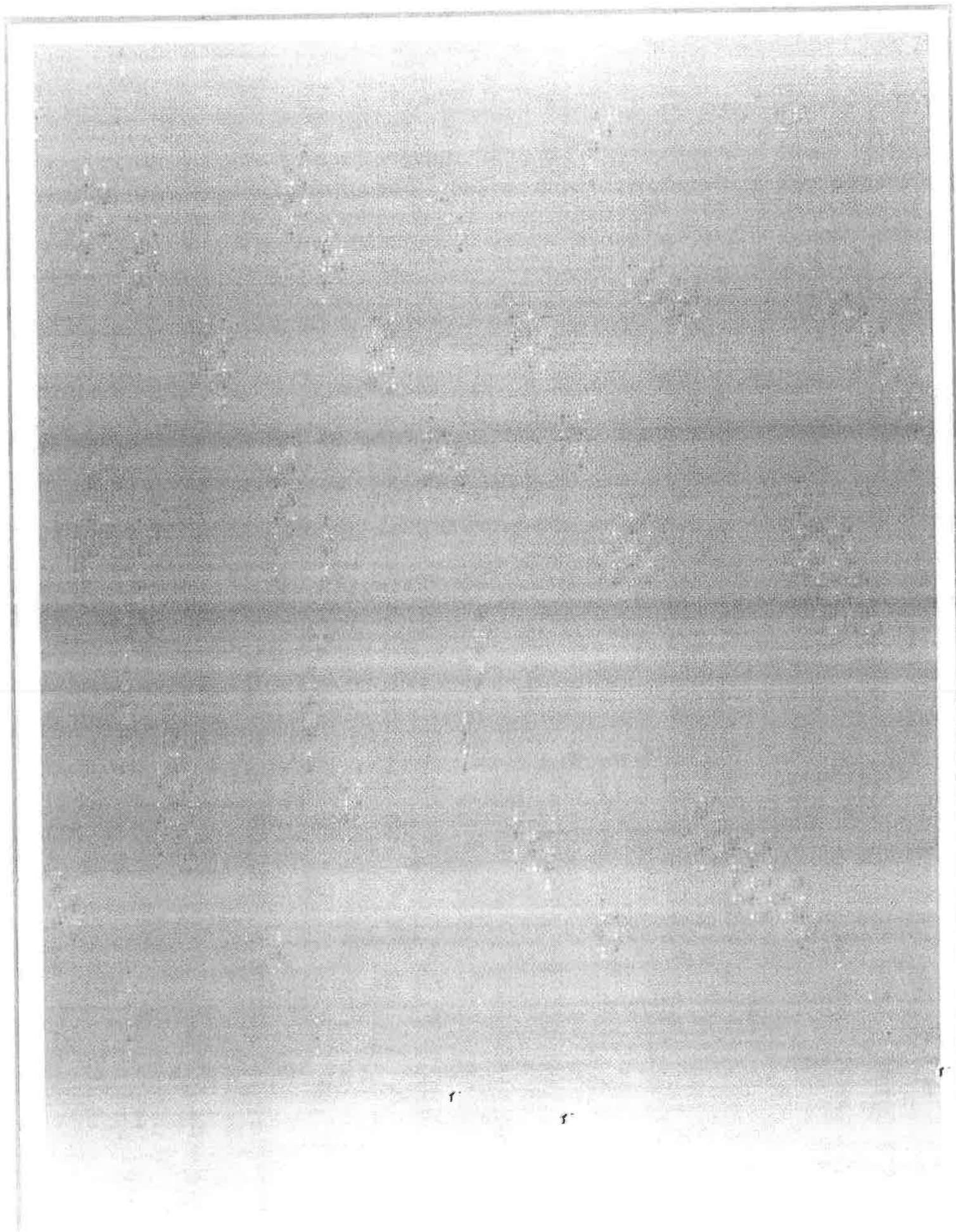
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
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	4/13/16
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, 2016</sup>

**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%

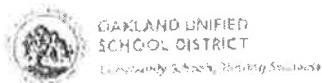
**Recommendation** Approval by the Board of Education of an Agreement for Architectural Services with Loving and Campos (LCA) Architects for Design Services on behalf of the Fremont High School Replacement Project, in an amount not-to exceed \$5,316,000.00. The term of this Agreement shall commence on ~~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

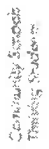
If No, answer the following:

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/SLBE/SURBE FIRM NAME	RESPONSIVE Y/N	PERCENTAGE	PAST/STATE-PRINTS	NOTES
LCA Architects	LCA Architects	Y	72.6%	2pt	
	Cal/Chl Desiqn 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 :	<u>LCA Architects, Carl Campos (CEO)</u>
Consulting Architect:	<u>Quattochi Kwok Architects (QKA)</u>
Civil Engineer:	<u>Calichi Design, SLBE</u>
Major Consultants:	
Electrical:	<u>EDesignC, LBE</u>
Mechanical:	<u>Guttman &amp; Blaevoet</u>
Structural:	<u>KPW, SLBE</u>
Landscape Architect:	<u>Keller Mitchell, SLBR</u>
Acoustical Engineer:	<u>Shor Acoustical Engineers, SLBR</u>
Cost Estimator:	<u>Laura Luster &amp; Associates, SLBE</u>

- 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 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.

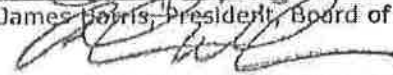
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions 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

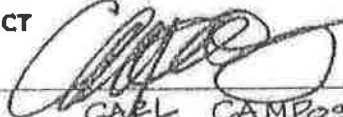
ACCEPTED AND AGREED on the date indicated below:

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 subsoll 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 its 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 its 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.

Board Office Use: Legislative File Info.	
File ID Number	16-0232
Introduction Date	4/13/16
Enactment Number	16-0485
Enactment Date	4/13/16



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Central Office Administration

# 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~~ **APRIL 13, 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, 2016~~ **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, 2016~~ **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>27 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 Nakadagawa

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**

LBU EVALUATION FOR FREMONT HS ARCHITECTURAL DESIGN RFP

December 2015

FIRM/TEAM	LBE/SLBE/SLRBE Firms Names	RESPONSIVE Y/N	PERCENTAGE	Preference Points	NOTES
LCA Architects		Y	72.6%	2pt	
	LCA Architects	LBE	39.1%		
	CalChi Design Group	SLBE	5.7%		
	KPW Structural Engineers	SLBE	9.8%		
	EDesignC, Inc.	LBE	8.5%		
	Keller Mitchell	SLRBE	5.0%		
	L. Luster & Associates	SLBE	3.4%		
	Shor Acoustical Engineers	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 :	<u>LCA Architects, Carl Campos (CEO)</u>
Consulting Architect:	<u>Quattochi Kwok Architects (OKA)</u>
Civil Engineer:	<u>Calichi Design, SLBE</u>
Major Consultants:	
Electrical:	<u>EDesignC, LBE</u>
Mechanical:	<u>Guttman &amp; Blaevoet</u>
Structural:	<u>KPW, SLBE</u>
Landscape Architect:	<u>Keller Mitchell, SLBR</u>
Acoustical Engineer:	<u>Shor Acoustical Engineers, SLBR</u>
Cost Estimator:	<u>Laura Luster &amp; Associates, SLBE</u>

- 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:
  - o The lowest responsive base bid or proposal received is in excess of ten percent (10%) of the Construction Cost Budget; or
  - o 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
  - o 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:

**District:**  
**Oakland Unified School District**  
**955 High Street**  
**Oakland, CA 94601**

**Architect:**  
LCA Architects, Inc.  
1970 Broadway, Suite 800  
Oakland, CA 94612

**Attn: Tadashi Nakadegawa**      **Attn: Carl Campos**

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>


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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

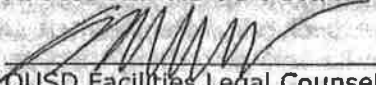
  
Antwan Wilson, Superintendent & Secretary, Board of Education 4/14/16  
Date

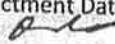
  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 3-14-16  
Date

**ARCHITECT**

  
By: CARL CAMPOS, CEO 3/3/16  
Its: LCA ARCHITECTS Date

**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 subsoil 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 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-Built. As-Built 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-Built" 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-Built, 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 the 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.



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November 19, 2015

**EXHIBIT "AA"**

Saya Nhim  
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 1 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.

D. 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.

3. Our services to assist in these District objectives are as follows:

A. **Campus Programming**

*To successfully complete the replacement of existing Fremont High School as a multi-phase project, it will be necessary to prepare a comprehensive Campus Plan prior to beginning the design of the Phase 1.*

*LCA+QKA propose the following scope of work for the Campus Plan phase:*

1. **Preliminary Analysis:**

LCA+QKA will review existing documentation and site conditions to familiarize our team with the current conditions of the facility as well as previous planning work. We will review of the Geotechnical & Geohazards Reports, Phase 1 ESA, (Easements, Culverts, and Neighboring Creeks), Title Report, and available record drawings of the existing campus, utility and topographic survey documents, and HAZMAT reports (lead & asbestos). We will review the ZNE Master Plan completed in 2012, and review of the QSDP prepared by the High School. We will visit the site to understand the existing conditions, and organize a site visit to the campus with our entire Design Team of Consultants.

2. **Develop Phasing Options:**

Based on initial research, LCA+QKA will develop multiple options for how to phase the replacement work at Fremont High School, and review these options with OUSD staff. These options will include identifying existing buildings to remain in operation, buildings to be removed, new buildings to be constructed, interim housing, and all proposed renovations and major site work features, such as the football field, solar panel arrays, monument signs, trash enclosures, etc. Each option will include a **Conceptual Cost Estimate**. A comparison of conceptual cost for renovating or replacing the existing historic library will be provided to the District. The existing health clinic needs to remain operational throughout the phasing. It is understood that some programs may have to be relocated multiple times during the phasing of the work. After reviewing the options with OUSD staff, a final scheme will be identified (may be a combination of options) and agreed upon. We understand the design process is not a linear process, and anticipate the final scheme selected by the District will potentially change depending on the budget and/or programming changes.

3. **Develop Campus Program:**

Based on the selected phasing option, LCA+QKA will develop a Campus Plan for the Fremont High School campus. The Campus Plan will provide a clear description of the scope of work to be included in each phase and a plan diagram showing the expected configuration of the site at the conclusion of each phase of work. These plans will be diagrammatic with building foot prints shown only for the purposes of establishing area.

The Campus Plan will include (1) **Conceptual Cost Estimate** that addresses each Phase of work, with special attention given to the estimated cost for Phase I work—that it remains within the District’s \$57.4 million budget.

4. **Review and Finalize Campus Program:**

LCA+QKA will work with OUSD staff to review the Campus Plan with the appropriate school and community stakeholders. Any comments or revisions to the Campus Plan from these meetings will be incorporated into the final document, which will serve as the basis for the Owner’s Project Requirements Document (see next phase).

B. **Phase I – Schematic Design**

1. Develop Designs for Phase I based upon the approved Campus Plan and the District’s direction for Phase I. Prepare a Schematic Design Study, 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.
2. Identify 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.
3. Prepare 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. Prepare preliminary building exterior elevations and sections.
5. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
6. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
7. Identify code requirements, include occupancy classification(s) and type of construction. This information shall be incorporated into the program document.
8. Prepare CHPS/HPI scorecard and credit documentation to reflect Schematic Design. This information shall be incorporated into Owner’s Project Requirements (see below).
9. Coordinate with consultants, conform the work to the current OUSD Design Standards, and coordinate with OUSD staff.

10. Conduct DSA Preliminary Design Meeting.
11. Coordinate with District for the current OUSD Standards:
  - OUSD Design Standards
  - OUSD IT / Security Standards
  - OUSD Fire Alarm Standards
  - OUSD Maintenance & Operations
  - OUSD BIM Standards & District Review
  - OUSD Net Zero Standards & Preferred Strategies
  - FF&E standards / Preferred Vendors

- 
12. Develop Owner's Project Requirements (OPR) Document to establish and document the project goals, measurable performance criteria, and requirements for system function, performance, and maintainability. This document can be used as the basis of commissioning work should that be requested by the District. This document will serve as the Basis of Design for the project as it moves forward, and it will address the following categories:

**GENERAL**

- 1) Project Design Goals (Executive Summary)
- 2) Project Budget
- 3) Project Schedule
- 4) CHPS / HPI Scorecard
- 5) Campus Program

**SITE**

- 6) Site Program
- 7) Transportation & Parking
- 8) Security & Access
- 9) Fire Department Access
- 10) Fire Protection Systems
- 11) Trash & Recycling
- 12) Site Circulation
- 13) Site Maintenance
- 14) Water Management
- 15) Earthwork
- 16) Utilities
- 17) Landscape
- 18) Irrigation

**BUILDINGS**

- 19) Building Programs
- 20) Occupancy and Scheduled Use
- 21) Structural Systems & Safety
- 22) Fire Protection & Life Safety
- 23) Accessibility

- 24) Energy Efficiency Goals
- 25) Environmental Sustainability Goals
- 26) Building Envelope
- 27) Light (Natural & Artificial)
- 28) Indoor Environmental Quality
- 29) Acoustics
- 30) Furnishings & Equipment
- 31) Durability / Maintenance Requirements
- 32) Mechanical Systems
- 33) Plumbing Systems
- 34) Fire Protection Systems
- 35) Electrical Systems
- 36) Communication Systems
- 37) Electronic Safety & Security
- 38) Fire Alarm Systems

- 
13. Provide District with **50% Schematic Design Set**; address review comments.
  14. Provide District with **100% Schematic Design Set**; address review comments.
  15. All printing, including sets both for District and Design Team coordination, will be billed against the Reimbursable Budget included in the fee.

C. **Phase I – Design Development**

1. **Develop BIM Model of Site and Buildings**  
BIM modeling to commence at start of Design Development.

**General:** The Architect and the Design Team of Consultants shall produce a Building Information Model (BIM). The Building Information Model shall be created in accordance with Autodesk® BIM 360™ Building Information Modeling software and file format.

**Model Requirements:** The Architect and the Design Team of Consultants 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 (LOD)** in accordance with generally accepted industry practice by the end of each Project phase.

**Modeling of Existing Conditions to be at LOD-100 Standard:**

Model Elements are generic graphic representations of walls, floors, ceilings, roofs, openings, and major elements), and exclude field-verified modeling of existing structural systems, mechanical systems, plumbing systems, fire protection systems, etc.



**Modeling of Modernization Areas to be developed to LOD-200 Standard:**

For specific areas within existing parts of the campus to be modernized, model elements will be generic graphic representations of systems, objects, or assemblies with approximate quantity, size, shape, location, and orientation.

**Modeling of New Construction to be developed to LOD-300 Standard:**

Model Elements are graphically represented within the Model with specific systems, objects or assemblies in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to Model Elements. Objects do not show interfaces with other building systems (LOD 350), detailing, fabrication, assembly, installation information (LOD 400), and/or field verified representations (LOD 500).

BIM Model prepared by Architect & Design Team of Consultants will not include cost information or detailed system descriptions. These attributes can be determined and assigned by the Design-Assist General Contractor.

**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.

**Building Information Model Archive:** At the end of each Project phase, the Architect is responsible for and shall produce a Building Information Model Archive that cannot be altered for any reason. Each Building Information Model Archive shall consist of two sets of files. The first set shall be a collection of all files the Architect received for the Building Information Model during that Project phase, in both the file format received and all converted file formats. The second set shall consist of the Building Information Model as developed at the end of that Project phase. In the event this Agreement is terminated, the Architect shall create a Building Information Model Archive for the current Project phase up to the date of termination.

2. Prepare scaled, dimensioned floor plans for Phase I with final room locations including all openings.

3. Prepare building sections showing dimensional relationships, materials and component relationships.
4. Prepare **FF&E plans** for all furniture and fixed equipment to be installed in contract. Assist District with selection of furniture and coordinate with vendors. Provide **FF&E Cost Estimate**.
5. Prepare Site plan completely drawn with beginning notes and dimensions including grading and paving.
6. Prepare preliminary development of details and large scale blow-ups.
7. Prepare legend showing all symbols used on drawings.
8. Prepare floor plans identifying all fixed and major movable equipment and furniture.
9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing: Light fixtures. Ceiling registers or diffusers. Access Panels.
10. Perform further refinement of **Owner's Project Requirements (OPR)** Document for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment. Update CHPS/HPI scorecard and credit documentation to reflect Design Development.
11. Additional meetings with DSA as needed.
12. Coordinate with **City of Oakland** for off-site work, public right-of ways, and utility easements running through the site (e.g. Courtland Creek Culvert).
13. Coordinate with **Health Department** for cafeteria commercial kitchen.
14. Assist District with coordination with **PG&E, Savings by Design, CDE, OPSC, and Grant Funding sources** (potentially HPI funds and AB-300 seismic retrofit) by providing the necessary documentation.
15. Provide District with **50% Design Development Set**; address review comments.
16. Provide District with **100% Design Development Set**; address review comments.
17. Provide District with **100% Design Development Cost Estimate**.
18. Provide District with **100% Design Development BIM Archive**.
19. Renderings will be provided at this phase.
20. Daylighting and energy modeling to be developed.

21. All printing, including sets both for District and Design Team coordination, will be billed against the Reimbursable Budget included in the fee.

D. Phase I – Construction Documents

1. **Develop BIM Model of Site and Buildings**
2. Prepare plans and specifications for the programmatic components of the design. This work will result in having documents suitable for DSA processing, and in preparation for subsequent approvals and bidding.
3. Prepare site plan developed to show building location, and major site elements, elevations (exterior and interior), sections and floor plans corrected to reflect any design development review comments, Architectural details, finish, door, and hardware schedules, fixed equipment details and identification, and reflected ceiling plans coordinated with floor plans.
4. Furnishing of classroom tech equipment to be per District standards.
5. Finalize **FF&E plans and specifications** for all furniture and fixed equipment to be installed in contract. Assist District with selection of furniture and coordinate with vendors. Provide updated **FF&E Cost Estimate**.  
Moveable Furniture will not be shown on the DSA Submittal.
6. Coordinate consultant team
7. **Stormwater Pollution Prevention Plan (SWPP)** to be developed and finalized.
8. Finalize **Owner's Project Requirements (OPR)** Document for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment. Update CHPS/HPI scorecard and provide CHPS Verified Documentation to reflect Construction Documents.
9. Provide District with **50% Construction Drawing Set**; address review comments.
10. Provide District with **50 % CD Cost Estimate**.
11. Provide District with **90% Construction Drawing Set**; address review comments.
12. Provide District with **DSA Submittal Cost Estimate** after submissions of documents to DSA for processing.
13. Provide District with **90% CD (DSA Submittal) BIM Archive**.

14. All printing, including sets both for District and Design Team coordination, will be billed against the Reimbursable Budget included in the fee.
15. BIM Modeling is concluded at the end of the Construction Document phase.

**E. Phase I – Agency Approvals**

1. Coordination of consultant team, District Project Manager, and agency representatives, preparation of submittal packages, and response to backcheck, incorporating all regulatory agencies' comments into the drawings, specifications, and estimate.
2. Payment of required submittal fees are not included.
3. Cost for the required scanning of DSA approved documents not included in the fees, but separately as reimbursable.
4. All printing, including sets both for District and Design Team coordination, will be billed against the Reimbursable Budget included in the fee.

**F. Phase I – Bidding**

1. Assist District with bidding 1) the Project Contract (Buildings and Site), and 2) the FF&E Contract.
2. Prepare Conformed Set of Construction Documents that incorporate all Addenda.
3. The construction project delivery method will be a Lease-Lease-Back, with the Design Team assisting the District during negotiations.
- 4.
5. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
6. Attend bid walk(s) as scheduled.
7. 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.
8. 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.
9. Attend bid opening.

10. Coordinate with subconsultants.
11. Respond to District questions and clarifications.
12. Printing of construction documents (plans and specifications) for bidding purposes is not included in the fee. It is assumed that OUSD will manage the printing and distribution process to interested contractors.

**G. Phase I – Construction Administration**

1. **Construction Administration for both 1) the Project Contract (Buildings and Site), and 2) the FF&E Contract.**
2. Fee assumes up to **30 months of construction**. If construction extends beyond 30 months of construction, then construction administration will be provided on an hourly basis of compensation.
3. Review submittals and shop drawings as required by the specifications.
4. Respond to requests for information (RFI's).
5. Conduct weekly construction meetings.
6. Issue construction meeting agendas, notes, and keep current set of logs.
7. District's Construction Management team to respond to Change Orders; Design Team to provide limited review related to design intent.
8. Final Punch List & Site Observation
9. Conformed Documents & Record Drawings  
General Contractor to maintain up-to-date construction drawings posted with all addenda, bulletins, RFI responses, etc. throughout project, and upon completion will be responsible to provide the District with conformed to construction as-built record drawings in CAD format at the end of the job. The Design Team will review the Contractor's record drawings for general responsiveness and completeness, but it will be Contractor's responsibility to prepare the record drawings per the recommendations of the Design Team and requirements of the District.

**H. Phase I – Closeout**

1. Preparation of closeout documentation. Prior work performed to Campuses and buildings is assumed to be closed out through DSA. Close out of prior work/projects by others is not included in this scope of work

**I. Services Not Included**

1. The following services are not included in the Proposal. We can assist you in obtaining consultants and proposals in these areas as required, but we will not take responsibility for the timing or content of their work. We require that any consultants hired by you be “software compatible” with LCA Architects Inc. or we will add fees for delay and interface. Additional consultants retained by us at your request will be billed as additional services.
  - a. Topographical Maps and/or Boundary Surveys
  - b. Geotechnical Engineering
  - c. Destructive Testing
  - d. Hazardous Material Abatement
  - e. Resolution of Unforeseen Conditions
  - f. Traffic Studies
  - g. 3rd Party Commissioning
  - h. Conformed-to-Construction CAD Construction Drawings
  - i. Construction Management Software, subscription and management
  - j. Any other consultant, engineer, or discipline not specifically identified in this proposal.

4. Our fees for this scope of work are attached as **Exhibit C: Compensation of Design Professionals.**

**NOTES PERTAINING TO FEES**

- A. **All billings to be issued from the LCA Oakland Office.**
- B. These fees will be billed monthly in keeping with our progress of work. They are due and payable in **30 days.**
- C. This proposal is based on the project commencing immediately and construction being completed by **Spring 2020**
- D. This fee proposal is good for **30 days.**
- E. **Reimbursable Budget:** Copies, prints, CADD plots, preparing and compiling PDF sets, scanning, colored printing, mounting, and other direct expenses will be billed against the **Reimbursable Budget** included in the Fee.

No travel mileage will be billed to the project.

All monies not spent remain with the District. If, through the course of the project, expenses exceed the initial budget, Architect will notify District in writing and ask for additional funds.

- F. **Extra Services:** Copies, prints, CADD plots, preparing and compiling PDF sets, scanning, colored printing, mounting, and other direct expenses will be billed on a reimbursable basis: at **cost plus 15%**.

5. Our Team:

- A. Architect of Record: **LCA Architects**, LBE  
B. Consulting Architect: **Quattocchi Kwok Architects (QKA)**  
C. Civil Engineer: **Calichi Design**, SLBE  
D. Structural Engineer: **KPW**, SLBE  
E. Mechanical Engineer: **Guttman & Blaevoet**  
F. Electrical Engineer: **EDesignC**, LBE  
G. Landscape Architect: **Keller Mitchell**, SLBR  
H. Cost Estimator: **Laura Luster & Associates**, SLBE  
I. Acoustical Engineer: **Shor Acoustical Engineers**, SLBR

6. Design Team Schedule:

See attached **Design Team Project Schedule**, dated 11/5/2015

In terms of the overall project schedule, we assume the District will initiating the bidding phase while the contract documents are being reviewed by DSA, and that any changes through the DSA review and approval process will be incorporated into a bidding Addendum prior to opening of bids.

We conceptually anticipate the following:

- DSA Review & Approval Process is estimated at 6 months \*
- District Bidding – 1 month
- Contract Negotiations & Award – 1 month
- NTP for Construction to be issued **Fall 2017**
- Construction to be completed by no later than **Spring 2020**

*\* Time duration is an estimate and will be determined by DSA.*

## 7. GENERAL CONDITIONS

The following are the General Conditions, and the Architect, LCA ARCHITECTS, INC., and the Owner, OAKLAND UNIFIED SCHOOL DISTRICT agrees as follows:

- A. The Owner shall furnish the Architect with a certified survey showing existing contours, boundaries, easements, tree locations, structures, utility locations and grading information. The Owner shall be responsible for all required documents to secure approval of all governmental and/or other authorities having jurisdiction over the project. The Owner shall provide for all legal services required for the development of this project.
- B. In the event of cancellation of architectural services, the Owner shall be billed only for that portion of work completed.
- C. The Architect is to be equitably paid for changes to approved schemes, delays, errors and/or insolvency of others that cause him or his consultants to perform additional services.
- D. Arbitration: All questions in dispute under this agreement may be submitted to arbitration in accordance with the Provisions of the American Arbitration Association.
- E. In the event any party files an action or arbitration procedure with relation to a dispute arising out of this contract, the prevailing party is entitled to recover reasonable attorney's fees and costs associated with this procedure.
- F. Ownership of drawings and specifications as instruments of service is that of the Architect, whether the work for which they are made be executed or not. Architect will provide Owner with a reproducible set of original plans for his use on a reimbursable basis.
- G. This work is covered by the Mechanics Lien Laws of the State of California. The Architect may elect to file preliminary lien notices to the landowner and all parties involved.
- H. Carl Campos (CA License No. C10482), David Bogstad (CA License No. C21379) and Peter Stackpole (CA License No. C16939) are licensed architects in the State of California and are employees of LCA Architects Inc., a California Corporation.
- I. Carl Campos, David Bogstad and Peter Stackpole may not be able to personally represent this project at every meeting or public hearing. A senior professional employee will be available to represent the Architect in the event a principal is not available. CARL CAMPOS will be the Principal-in-Charge and BRENT RANDALL the Project Manager.
- J. The Owner agrees to hold harmless, indemnify, and defend the Architect, its directors, officers, employees and subconsultants from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants, or



pollution of any kind, including but not limited to noise pollution, excepting any such liability as may arise out of the sole negligence or willful misconduct of Architect, its directors, officers, employees and subconsultants in the performance of services under this agreement.

- K. In accordance with California Civil Code §8782.5, Owner and Architect have negotiated this provision after discussing and understanding the relative benefits and risks of the work, alternatives available to Owner, including modifying this provision in exchange for additional payments by Owner or seeking other consulting services. To the fullest extent permitted by law, Owner agrees to limit the liability of Architect, its directors, officers, employees and subconsultants to Owner, contractors, subcontractors, lenders, suppliers, manufacturers and all others, arising from Architect's services on this project such that the total aggregate liability, including costs of defense and reasonable attorney fees shall not exceed \$500,000.00 or the total fee for the services on this project, whichever is greater. The Owner further agrees to require of all contractors and subcontractors an identical limitation of Architect's liability.
- L. Late payment interest. Terms of payment: Sums invoiced are due and payable upon receipt. A service charge of 1½% per month will be charged on amounts past due 30 days. The Owner agrees to pay reasonable attorney's fees and other costs incurred at collection.
- M. Notwithstanding any other provision in this Agreement to the contrary, nothing herein contained shall be construed as constituting a guarantee, warranty or assurance, either express or implied, that the architectural services will yield or accomplish a perfect outcome for the project, or obligating the Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects under like circumstances; or an assumption by the Architect of the liability of the other party. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Owner or Architect.

Saya Nhim  
November 19, 2015  
New Fremont High School - Phase I  
Page 17 of 17

**Thank you for the opportunity to be of service on your project.**

**Please sign and return a copy of this proposal to initiate the Agreement.**

Best regards,



**Carl E. Campos**  
Chief Executive Officer  
LCA Architects Inc.

CEC:ed:prop7

**Attachments:**

- Exhibit C - Compensation of Design Professionals, dated 11/5/2015
- Fremont High School Fee Worksheet, dated 11/5/2015 (illustrates local business percentages)
- ~~Fremont High School - Design Team Project Schedule dated 11/5/2015~~
- Memorandum of Understanding between LCA and QKA
- ~~LCA Architects, Inc. Hourly Fee Schedule~~
- ~~Quattrocchi-Kovach Architects Hourly Rate Schedule~~

**AGREED AND ACCEPTED**

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

\_\_\_\_\_  
Date

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

**EXHIBIT C: COMPENSATION OF DESIGN PROFESSIONALS**

Thursday, November 05, 2015

ESTIMATED CONSTRUCTION BUDGET AS REVISED BY DISTRICT ON 4/28/15	<b>\$57,400,000.00</b>
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DESIGN TEAM FEE AS PERCENTAGE OF CONSTRUCTION BUDGET (INCLUDING CAMPUS PROGRAMMING OVERHEAD PROJECT ALLOCATIONS) DPAL & FEEE MANAGEMENT	<b>9.00%</b>
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DESIGN TEAM FEE BASED ON PERCENTAGES OF CONSTRUCTION BUDGET	<b>\$5,166,000.00</b>
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	LCA-GSA Division of Labor Percentage	Percentage of Total Design Team Fee	Percentage of Contribution	AMOUNT
Final Design Professional Fee	63.00%	33.55%	3.3153%	\$2,017,798.27
Consulting Design Professional Fee	31.00%	16.34%	1.6343%	\$849,532.23
Remainder of Consultant Fees		47.36%	4.7304%	\$2,198,649.60
<b>TOTAL</b>	<b>100.00%</b>	<b>100.00%</b>	<b>0.0000%</b>	<b>\$5,166,000.00</b>

REIMBURSIBLE BUDGET *	<b>\$150,000.00</b>
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\* For all project related direct expenses primarily for printing and shipping of deliverables. All projects are local projects with clients. If, through the course of the project, expenses exceed the initial budget, Architects will notify District in writing and ask for additional funds.

OUSD MASTER AGREEMENT FEE	<b>\$5,316,000.00</b>
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PHASE	OUSD TOTAL FEE PERCENTAGE per Phase	Percentage of Contribution	AMOUNT
Campus Master Plan	5.0%	0.4500%	\$238,800.00
Schematic Design	10.0%	0.8000%	\$316,000.00
Design Development	15.0%	1.3500%	\$774,900.00
Construction Drawings	30.0%	2.7000%	\$1,548,800.00
Bidding	5.0%	0.4500%	\$238,800.00
Construction Administration	35.0%	3.1500%	\$1,791,500.00
Close Out	10.0%	0.8000%	\$316,000.00
<b>TOTAL</b>	<b>100.0%</b>	<b>0.0000%</b>	<b>\$5,316,000.00</b>

\* Cost for FFE Management is \$60,000, and is included in the total fee.

FINAL DESIGN FEE BREAKDOWN	<b>LCA ARCHITECTS INC.</b>	<b>\$2,017,798.27</b>
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PHASE	OUSD TOTAL FEE PERCENTAGE per Phase	LCA-GSA Division of Labor Percentage	Percentage of Total Design Team Fee	Percentage of Contribution	AMOUNT
Campus Master Plan	5.0%	25.0%	0.375%	0.0640%	\$137,205.88
Schematic Design	10.0%	25.0%	1.41%	0.272%	\$274,536.76
Design Development	15.0%	25.0%	2.14%	0.4133%	\$413,275.84
Construction Drawings	30.0%	31.0%	12.22%	2.3811%	\$462,864.64
Bidding	5.0%	38.0%	2.81%	0.547%	\$111,400.17
Construction Administration	35.0%	38.0%	14.07%	2.746%	\$552,000.83
Close Out	10.0%	38.0%	3.67%	0.706%	\$140,800.34
<b>TOTAL</b>	<b>100.0%</b>	<b>38.0%</b>	<b>3.3153%</b>	<b>0.0000%</b>	<b>\$2,017,798.27</b>

COMPLETE DESIGN PROFESSIONAL	<b>Quattrochi Kwok Architects</b>	<b>\$949,532.13</b>
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PHASE	OUSD TOTAL FEE PERCENTAGE per Phase	LCA-GSA Division of Labor Percentage	Percentage of Total Design Team Fee	Percentage of Contribution	AMOUNT
Campus Master Plan	5.0%	75.0%	3.15%	0.181%	\$161,275.64
Schematic Design	10.0%	75.0%	4.31%	0.387%	\$372,551.28
Design Development	15.0%	75.0%	4.86%	0.381%	\$361,826.92
Construction Drawings	30.0%	38.0%	5.00%	0.449%	\$428,196.48
Bidding	5.0%	2.0%	0.20%	0.002%	\$1,967.23
Construction Administration	35.0%	3.0%	0.35%	0.003%	\$34,836.79
Close Out	10.0%	2.0%	0.31%	0.003%	\$3,024.30
<b>TOTAL</b>	<b>100.0%</b>	<b>38.0%</b>	<b>18.88%</b>	<b>1.614%</b>	<b>\$949,532.13</b>

REMAINDER OF CONSULTANTS	<b>\$2,198,649.60</b>
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Discipline	Company	Percentage of Total Design Team Fee	CONTRIC Amount
DD2 - Civil Engineer	Calchi Design	5.68%	\$293,525.08
DD2 - Structural Engineer	CSFE	8.80%	\$456,530.76
DD2 - Mechanical Engineer (including FFE services/FFM)	Quayman & Blount	9.00%	\$464,949.72
DD2 - Electrical Engineer (including FFE services/FFM)	Edesignic	8.51%	\$440,722.01
DD2 - Landscape Architect	Briley Brantley	4.87%	\$250,834.64
DD3 - Civil Engineer	Sears Lamber & Associates	3.41%	\$176,115.05
DD4 - Architectural	Shor Architectural Engineers	1.50%	\$78,172.84
3D Printing	ESDgen	0.00%	\$0.00
<b>TOTAL</b>		<b>42.56%</b>	<b>\$2,198,649.60</b>

PHASE	OUSD TOTAL FEE PERCENTAGE per Phase	Percentage of Total Design Team Fee	Percentage of Contribution	AMOUNT
Campus Master Plan	5.0%	2.11%	0.1815%	\$108,832.88
Schematic Design	10.0%	4.26%	0.3830%	\$219,864.96
Design Development	15.0%	4.34%	0.3745%	\$229,797.44
Construction Drawings	30.0%	12.77%	1.3461%	\$665,594.88
Bidding	5.0%	2.17%	0.1915%	\$119,937.48
Construction Administration	35.0%	10.64%	0.9518%	\$549,867.60
Close Out	10.0%	4.26%	0.3830%	\$219,864.96
<b>TOTAL</b>	<b>100.0%</b>	<b>42.56%</b>	<b>1.8304%</b>	<b>\$2,198,649.60</b>

**Fremont High School Fee Worksheet**

9.00%

Thursday, November 05, 2015

**CONSTRUCTION CONTRACT AMOUNT**

**\$57,400,000.00**

**TOTAL DESIGN TEAM FEE**

**\$5,166,000.00**

Discipline	Company	LBE	\$LBE	\$LDR	Non Local	% Fee	
Architect	LCA Architects	\$2,017,798.27				39.06%	68.0%
Architect	Quattrocchi Kwok Architects				\$949,552.13	18.38%	32.0%
D02 - Civil Engineer	Calichl Design		\$293,525.08			5.68%	
D03 - Structural Engineer	KPW		\$506,330.76			9.80%	
D04 - Mechanical Engineer (HVAC / Plumbing / Fire Sprinklers / T24)	Guttman & Blaevoet				\$464,943.72	9.00%	
D05 - Electrical Engineer (Site / Power / Lighting / Security / Vms / T24)	EDesignC	\$440,727.91				8.53%	
D06 - Landscape Architect	Keller Mitchell			\$256,834.44		4.97%	
D18 - Cost Estimator	Laura Lusier & Associates		\$176,115.05			3.41%	
D14 - Acoustical	Shor Acoustical Engineers		\$60,172.64			1.16%	
3D Printing	Fathom		50.00			0.00%	
<b>TOTAL</b>	<b>\$5,166,000.00</b>	<b>\$2,458,526.18</b>	<b>\$1,036,143.53</b>	<b>\$256,834.44</b>	<b>\$1,414,495.85</b>	<b>100.00%</b>	
		<b>48%</b>	<b>20%</b>	<b>5%</b>	<b>27%</b>		

**Local Business**

**72.6%**

**\$3,751,504.15**

**Small Local Business / Resident**

**25.0%**

**\$1,292,977.97**

\*All Design Team Fee Numbers are estimated based on percentages; actual fees will depend on Contract and Fee Proposal

MEMORANDUM OF UNDERSTANDING

Between

LCA Architects, Inc. and Quattrocchi Kwok Architects, Inc.

Regarding Architectural Services for the Fremont High School Zero Net Energy Campus

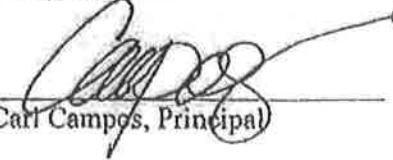
November 10, 2014

It is understood and agreed between LCA Architects, Inc. ("LCA") and Quattrocchi Kwok Architects, Inc. ("QKA") that LCA and QKA shall provide architectural services to the Oakland Unified School District ("OUSD") for the design of the Fremont High School Zero Net Energy Campus, located at 4610 Foothill Boulevard, in Oakland, California ("Project"), as described in OUSD's Request for Proposals Architectural Design Services dated July 17, 2014. It is the intent of LCA and QKA to execute a contract between LCA and QKA whereby LCA shall serve as the Prime Design Professional ("PDP") and QKA shall serve as the Collaborating Design Professional ("CDP") for the Project. The principal terms and conditions of the contract between LCA and QKA are set forth in a draft LCA/QKA contract, attached hereto as Exhibit 1. As of the date of this Memorandum of Understanding, the LCA/QKA contract, incorporates by reference the agreement, which has not yet been completed or executed, between LCA and OUSD ("Prime Agreement"). Accordingly, there are references to the Prime Agreement in the attached LCA/QKA contract which have been left blank and/or are incomplete, and which will be filled in and completed following execution of the Prime Agreement by LCA and OUSD. It is the further intent of LCA and QKA, following execution of the Prime Agreement, to execute a completed LCA/QKA contract whereby LCA shall serve as the Prime Design Professional and QKA shall serve as the Collaborating Professional for the Fremont High School Zero Net Energy Campus.

ACCEPTED AND AGREED:

LCA Architects, Inc.

By:

  
Carl Campos, Principal

Quattrocchi Kwok Architects, Inc.

By:

  
Aaron Jobson, Principal

**LCA ARCHITECTS, INC. CONTRACT**  
**BETWEEN**  
**PRIME DESIGN PROFESSIONAL (PDP)**  
**LCA ARCHITECTS, INC.**  
**AND**  
**COLLABORATING DESIGN PROFESSIONAL (CDP)**  
**QUATTROCCHI KWOK ARCHITECTS, INC.**

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Owner:	Oakland Unified School District
Project Name:	Modernization and/or New Construction of Fremont High School 4610 Foothill Blvd. Oakland, California 94601
LCA Job No.:	14019
CDP Name:	Quattrocchi Kwok Architects, Inc.
Discipline:	Architectural Consultation
QKA Job No.:	1437.00
CDP Tax I.D. #	68-0378509
QKA Address:	636 Fifth Street Santa Rosa, California 95404

**EXHIBIT 1**

to Memorandum of Understanding  
Between LCA and QKA  
Dated November 10, 2014

## 1. PROJECT

This is the Agreement between the Prime Design Professional (PDP), LCA Architects, Inc. (LCA), and the Collaborating Design Professional (CDP), Quattrocchi Kwok Architects, Inc. (QKA), for the following professional services for the project known as Modernization and/or New Construction of Fremont High School in Oakland, California, LCA Project No. 14019 ("LCA/QKA Agreement").

## 2. COLLABORATING DESIGN PROFESSIONAL SERVICES AND RESPONSIBILITIES

- A. The Prime Design Agreement between Oakland Unified School District (OUSD) and Architect dated December 16, 2015 is attached hereto as Exhibit A ("Prime Agreement"), and is incorporated by this reference. The CDP's services will be provided during the following phases: Campus Master Plan – Program Development Phase, Schematic Design Phase, Construction Cost Budget Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Administration Phase, and Close Out Phase.
- B. The CDP's professional services to the PDP shall consist of only those services ("Services") set forth in the Responsibility Matrix attached hereto as Exhibit B.
- C. The CDP's Services shall be performed in character, sequence and timing in the same manner and to the same extent as those of the PDP in the Prime Agreement. The CDP shall perform its services with the deadlines and schedules set forth in the Prime Agreement.
- D. The CDP shall designate a Principal-in-Charge of the Project and a Project representative to act on the CDP's behalf with respect the Project as follows:
- |                         |                 |
|-------------------------|-----------------|
| Principal-in-Charge:    | Aaron Jobson    |
| Project Representative: | Camerino Hawing |
- E. The CDP shall recommend to the PDP the obtaining of such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the CDP's Services.
- F. The CDP shall cooperate with the PDP for purposes of coordinating its services with those of the PDP for the proper coordination of the Project. The CDP and PDP shall provide their review comments in writing on marked-up reproducible, or digital, drawings. If the CDP or PDP observe or otherwise become aware of any conflict, omission or error with respect to any part of the Project or nonconformance with the Contract Documents, prompt written notice shall be given to each party to this Agreement.

- G. The PDP shall perform a limited review of the CDP's services for general compliance with the Owner's program. The CDP shall perform a limited review of drawings prepared by the PDP for general compliance with the Owner's program. If the PDP or CDP observe or otherwise become aware of any conflict, omission, or error with respect to the part of the Project designed by the other, or becomes aware of nonconformance with the Contract Documents, prompt written notice shall be given by the PDP or CDP, to the other concerning said conflict, omission, error or nonconformance with the Contract Documents. Notwithstanding the above, the CDP shall be solely responsible for the technical accuracy and adequacy of its work product and services and PDP shall be solely responsible for the technical accuracy and adequacy of its work product.
- H. The CDP agrees to provide its Services in compliance with the professional standard of care customarily exercised by a consulting architect in a similar locality under circumstances similar to a CDP's role under the LCA/QKA Agreement.
- I. The CDP is an independent contractor for its Services, responsible for the means and methods used in performing its Services under this Agreement, and is not an employee, agent, joint venturer or partner of the PDP or OUSD. Except as authorized by the PDP, all communications between OUSD, Contractor, or other consultants or subcontractors for the Project shall be forwarded through the PDP.
- J. The CDP shall, at its own expense, revise its work product or any other Services because of errors, omissions, and/or other failures by the CDP to comply with the CDP's requirements and responsibilities under the Prime Agreement.

### 3. COMPENSATION

- A. Basic Services compensation for the Services provided by the CDP shall be a percentage ("CDP %") of the net Architectural Fee (PDP Total Fee minus consultant expenses) based on a minimum Architectural Fee of nine percent (9%) of OUSD Fifty Seven Million, Four Hundred Thousand (\$57,400,000.00) construction cost budget for the Project. The CDP % fee breakdown by Phase is attached as Exhibit C. Should OUSD's construction cost budget change, then the CDP compensation for Basic Services will be adjusted accordingly.
- B. The CDP shall submit monthly progress invoices to the PDP setting forth the percentage of the CDP's Services complete and Reimbursable Expenses due by Phase. The CDP invoices will be included as an item of reimbursement in the PDP's monthly invoices submitted to OUSD. The PDP shall issue payment to the CDP within seven (7) business days of the PDP receipt of payment from OUSD. The CDP's invoices payable for each Phase shall not exceed the cumulative percentage of the PDP's Total Fee for Basic Services Compensation set forth in the Prime Agreement and listed below as follows:

Programming Development Phase	5%
Schematic Design Phase	10%
Design Development Phase	15%



Construction Documents Phase	30%
Bidding Phase	5%
Construction Administration Phase	25%
Close Out Phase	10%
 TOTAL	 100%

- C. In order to be included in the PDP's billing cycle to OUSD, the CDP shall submit its monthly progress invoice(s) for Basic Services and Additional Services (if any) to the PDP one week before the OUSD published billing invoice schedule requirements, attached as Exhibit D to the Prime Agreement.
- D. The CDP shall submit invoices for Basic Services, Additional Services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The CDP agrees to fully cooperate and aid the PDP in any collection efforts initiated by the PDP. This subparagraph shall not limit the CDP's mechanic's lien rights, if any, against the Project property or any improvements for amounts due.
- E. If any work designed by the CDP is found to be uncoordinated or requires clarification or does not meet code or is not approved by the regulatory agencies having jurisdiction over the Project, the CDP shall take immediate action to affect proper coordination or clarification or code compliance or agency approval as part of Basic Services.

**4. ADDITIONAL SERVICES AND COMPENSATION**

- A. Additional Services shall include only those Additional Services allowed under the Prime Agreement, and only when authorized in advance in writing by the PDP and OUSD.
- B. Additional Services compensation shall be paid as follows: on the CDP's monthly progress invoices within approximately thirty (30) days.
- C. The Additional Services rates and multipliers shall be as follows:

Architect – Principal	\$210/hr.
Architect – Associate	\$195/hr.
Project Architect/Designer	\$190/hr.
Job Captain	\$180/hr.
Construction Admin Project Manager	\$180/hr.
Specifications Writer	\$185/hr.
CADD/Drafting/BIM Modeler	\$165/hr.
Construction Admin Technician	\$155/hr.
Clerical	\$105/hr.

The above rates are effective January 1, 2016, and are in effect for the calendar year 2016. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.

## **5. REIMBURSABLE EXPENSES**

- A. Certain expenses, when incurred as a necessary part of the Services are reimbursable. The allowance for reimbursable expenses is set forth Article 6.1 of the Prime Agreement.

## **6. OUSD'S RIGHT TO AUDIT**

- A. OUSD retains the right to review and audit, and the reasonable right of access to CDP's premises to review and audit the CDP's compliance with the provisions of the Prime Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the CDP's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by OUSD in its sole discretion. OUSD shall keep this information confidential, as set forth in Article 28 of the Prime Agreement.

## **7. PROJECT DATA**

- A. The CDP shall obtain all data and information necessary for the proper and complete execution and coordination and code compliance of CDP's Services. The PDP shall provide all information it receives from OUSD for the CDP's use to perform its Services.

## **8. REPRODUCTION AND INFORMATION**

- A. The CDP shall furnish to the PDP and OUSD all progress reproductions and information required for the CDP's Services.
- B. The PDP shall furnish information and progress reproductions of its work required for the execution of the CDP's Services.
- C. Reproductions required by reviewing agencies shall be paid in accordance with the Prime Agreement, subject to the limitations established therein.

## **9. DELEGATION OF DUTIES AND NON-ASSIGNMENT OF AGREEMENT**

- A. The CDP shall not delegate its duties under this Agreement without the written consent of the PDP and OUSD. This Agreement is intended to secure the special Services of the CDP so any assignment, transfer or delegation of duties without the PDP and OUSD's prior written consent shall be considered null and void. Likewise the PDP may not delegate, assign or transfer its duties or interest in this Agreement without the prior written consent of the CDP and OUSD, and any such assignment transfer or delegation without the CDP's and OUSD's consent shall be considered null and void.

## **10. INSURANCE**

- A. The CDP shall maintain the insurance required by the PDP in the Prime Agreement, including providing Certificates of Insurance to OUSD as required in Exhibit E of the Prime Agreement.

## **11. SUBMITTALS**

- A. The CDP agrees to adhere to the submittal review provision contained in the Prime Agreement, and further agrees to follow the PDP's submittal review procedures as set forth in the Contract Documents for the Project. The CDP agrees to review and coordinate the contents of its submittal stamp to be compatible with the submittal review of the PDP.

## **12. INDEMNITY**

The CDP agrees to be bound by the Indemnity provisions set forth in Article 10 of the Prime Agreement in the same manner and to the same extent as the PDP is bound in the Prime Agreement

## **13. DISPUTES**

The CDP shall comply with the Dispute Resolution provisions set forth in Article 11 and Article 21.2 of the Prime Agreement. The PDP and CDP agree to cooperate in any and every way possible on all details of the Project. If any third party claim is asserted against the PDP to this Agreement, the CDP will provide all reasonable assistance with the PDP in the claims and disputes resolution method arising out of or contained in the Prime Agreement.

## **14. TERMINATION**

The CDP agrees to comply with the Termination of Contract provisions set forth in Article 9 of the Prime Agreement

## **15. LAW**

This Agreement has been executed in the State of California and the validity, enforceability and interpretation of any of the provisions or terms in this Agreement shall be determined and governed by the laws of the State of California.

**16. ENTIRE UNDERSTANDING**

This Agreement constitutes the entire understanding of between LCA and QKA in connection with the Prime Agreement and the Project. This Agreement may not be altered or modified except by a writing duly executed by LCA and QKA.

**17. AUTHORITY**

Each of the signatories below warrant and represent that he has the full authority to execute this Agreement and bind his company, LCA and QKA, respectively, to the terms and conditions set forth herein.

**LCA Architects, Inc. (LCA)**

Prime Design Professional

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

Carl E. Campos

Title: Chief Executive Officer

**Quattrocchi Kwok Architects, Inc. (QKA)**

Collaborating Design Professional

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

Aaron Jobson

Title: Principal

## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

1. Making revisions in drawings, specifications, models, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is reasonably determined to be materially different than approvals or instructions previously given by the District.
  - 1.2. Required to provide services in connection with Change Orders and directives not the fault of the Architect.
  - 1.3. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s), or extension of construction duration.
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
7. Providing services as directed by the District that are not part of the Services of this Agreement, or services identified as Extra Services in this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b>LCA Architects, Inc.</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Principal	\$210
Principal Emeritus	\$170
Associate	\$190 to \$210
Project Manager	\$190
Project Architect	\$135 to \$180
Quality Control Manager	\$190
Specifications Writer	\$190
Job Captain	\$110 to \$125
Designer	\$90 to \$170
CAD Tech	\$90 to \$135
Project Coordinator	\$95 to \$130
Administration/Research/Presentations	\$90 to \$105
Clerical	\$105
Architectural Animation Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video "fly-by's," walkthroughs and other simulations.	\$165
Expert Witness Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500
Perspective Sketches and Renderings, Visual Simulations	On a Per Drawing Basis
Mileage (outside of the Walnut Creek area) **as adjusted by IRS guidelines	\$.64/mile**
Reimbursable Expenses are charged at cost + 15% Copies, prints, CADD plots, photography, presentation mounting, postage, express mail, courier service (\$20.00 minimum charge per delivery), and travel outside the Walnut Creek area will be billed on a reimbursable basis.	
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.	

<b>Quattrocchi Kwok Architects, Inc.</b>	
<b>Job Title</b>	<b>Hourly Rate</b>
Architect - Principal	\$210
Architect - Associate	\$195
Project Architect/Designer	\$190
Job Captain	\$180
Construction Admin/Project Manager	\$180
Specifications Writer	\$185
CADD/Drafting/BIM Modeler	\$165
Construction Admin Technician	\$155
Clerical	\$105

11. The mark-up to Architect on any approved item of Extra Services shall not exceed five percent (5%).

## EXHIBIT "C"

### SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence, as per Article 2 of the Agreement. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules or for events beyond the direct control of the Architect, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District. Extension shall not, necessarily, justify or demand additional fees. Architect shall be responsible for appropriate resource and project management.



**EXHIBIT "D"**

**PAYMENT SCHEDULE**

**1. Compensation**

- 1.1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
- 1.2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
- 1.3. District shall pay Architect as follows for all Services contracted for under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Pre-Design/Architectural Program Development Phase	5%
Schematic Design Phase	10%
Design Development Phase	15%
Construction Documents Phase	30%
Bidding Phase	5%
Construction Administration Phase	25%
Closeout Phase (Divided as Indicated below)	10%
Generate Punch List	3%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Certification, unless the delay in DSA Certification is due to the action/inaction of the District	1%

**2. Method of Payment**

Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within thirty (30) days of receipt of the invoice as follows:

2.3.1. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

2.3.2. For Schematic Design Phase:

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

2.3.3. For Design Development Phase:

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

2.3.4. For Construction Documents Phase:

Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

2.3.5. For Bidding Phase:

Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

2.3.6. For Construction Administration Phase:

Monthly payments based on Architect's invoices pursuant to the following:

1. Billed at an hourly rate for Services performed during that Phase, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
2. The hourly rate(s) and terms of payment shall be as indicated herein including, without limitation, in **Exhibit "B."**
3. Regardless of the Services performed during any given month, the Architect can invoice for no more than the percentage of

construction completed, as reflected on the most current pay application on the Project, plus ten percent (10%), until the Project is seventy percent (70%) complete. (For example, if the construction of the Project is 65% complete at the end of July, the Architect can invoice for no more than 75% of the portion of its Fee for Construction Administration through July.) After the construction of the Project is 70% complete, the Architect can invoice for no more than the percentage of construction completed on the Project. (For example, if the construction of the Project is 85% complete at the end of September, the Architect can invoice for no more than 85% of the portion of its Fee for Construction Administration through September.)

2.3.7. For Closeout:

Individual payment(s) proportionate to the items completed within this Phase.

**3. Format and Content of Invoices**

3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed. For invoices for Extra Services that are agreed to be performed on a time and material basis, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders, provided as examples only:

Review/Respond RFI's, Const Admin Mtgs, Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

#### 1. Minimum Scope and limits of Insurance:

Coverage shall be at least as broad as the following scopes and limits:

- 1.1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of two million dollars (\$2,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of two million dollars (\$2,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of two million dollars (\$2,000,000) per claim limit and two million

dollars (\$2,000,000) aggregate limit, and subject to no more than fifty-five thousand dollars (\$50,000) per claim deductible, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter.

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

**2. Deductibles and Self-Insured Retention:**

The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$50,000. At the option of the District, either:

- 2.1. The District can accept the higher deductible;
- 2.2. The Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.

**3. Other Insurance Provisions:**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 3.1. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
- 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.

**4. Acceptability of Insurers:**

Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:

- 4.1. The District, at its discretion, can accept the lower rating;
- 4.2. Require the Architect to procure insurance from another insurer.

**5. Verification of Coverage:**

Architect shall furnish the District with:

- 5.1. Certificates of insurance showing maintenance of the required insurance coverage;
- 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between Oakland Unified School District ("District" or "Owner") and \_\_\_\_\_ ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_,

Name

Name of Architect / Engineer

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

Furthermore, I \_\_\_\_\_,

Name

Name of Architect / Engineer

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

I \_\_\_\_\_,

Name

Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"):

\_\_\_\_\_

Mailing address:

\_\_\_\_\_

Addresses of branch office used for this Project:

\_\_\_\_\_

If subsidiary, name and address of parent company:

\_\_\_\_\_

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

Date:

\_\_\_\_\_

**CERTIFICATES  
AGREEMENT FOR ARCHITECTURAL SERVICES**

Proper Name of Architect / Engineer:

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Signature:

---

Print Name:

---

Title:

---



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ [Type name of Architect] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Architect or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Architect on the \_\_\_\_\_ day of \_\_\_\_\_ 2014 for the purposes of submission of this Agreement.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between Oakland Unified School District ("District" or "Owner") and LCA Architects Inc. ("Architect / Engineer") ("Contract" or "Project").

I Carl Campos, LCA Architects Inc.  
Name Name of Architect / Engineer

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

Furthermore, I Carl Campos, LCA Architects Inc.  
Name Name of Architect / Engineer

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

I Carl Campos, LCA Architects Inc.  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): **Not Applicable.**

Mailing address: **Not Applicable**

Addresses of branch office used for this Project: **Not Applicable**

If subsidiary, name and address of parent company: **Not Applicable**

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

Date: January 11, 2016 \_\_\_\_\_

Proper Name of Architect / Engineer: Carl Campos, LCA Architects Inc

Signature: \_\_\_\_\_

Print Name: Carl Campos

Title: CEO

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither Carl Campos, LCA Architects Inc. [Type name of Architect] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Architect or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Architect on the 11th day of January, 2016 for the purposes of submission of this Agreement.

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

Signature

Carl Campos, LCA Architects Inc.

Typed or Printed Name

CEO

Title

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>INSURER A:</b> Hartford Casualty Insurance Co. <b>NAIC #</b> 29424
	<b>INSURER B:</b> American Automobile Ins. Co. <b>21849</b>
	<b>INSURER C:</b> Catlin Insurance Company, Inc. <b>19518</b>
	<b>INSURER D:</b> Sentinel Insurance Co. LTD <b>11000</b>
	<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 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 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		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 OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	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 <i>Julie L. Nelson</i>
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## 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
1.	Director, Facilities Planning and Management	Fax	510-535-7082
	Signature	Date Approved	1/15/16
2.	General Counsel, Department of Facilities Planning and Management	Date Approved	2/4/16
	Signature	Date Approved	3-4-16
3.	Interim Deputy Chief, Facilities Planning and Management	Date Approved	3-4-16
	Signature	Date Approved	3-16-16
4.	Chief Operations Officer, Board of Education	Date Approved	
	Signature	Date Approved	
5.	President, Board of Education	Date Approved	
	Signature	Date Approved	