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Enactment Number	13-1564
Enactment Date	8/14/13 OA

Memo

To Board of Education

From Gary Yee, Ed.D., Secretary, Board of Education
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 14, 2013

Subject Amendment No. 4, Independent Consultant Agreement for Professional Services - Loving and Campos (LCA) Architects - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 4, Independent Consultant Agreement for Professional Services with Loving and Campos (LCA) Architects for Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab project, in an amount not-to exceed 17,680.00, increasing previous contract amount from \$1,283,256.00 to a not to exceed amount of \$1,289,986.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board approved the transfer of funds from LIFE's former location to the Simmons campus. This work represents a portion of those improvements.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 4, Independent Consultant Agreement for Professional Services with Loving and Campos (LCA) Architects for Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab project, in an amount not-to exceed 17,680.00, increasing previous contract amount from \$1,283,256.00 to a not to exceed amount of \$1,289,986.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is: County School Facilities Fund.

Attachments

- Independent Consultant Agreement including scope of work

AMENDMENT NO. 4 TO INDEPENDENT CONSULTANT CONTRACT - 3 P 2:55

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving and Campos Architects (LCA). OUSD entered into an Agreement with CONTRACTOR for services on November 8, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. **The scope of work has changed.**
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
The CONTRACTOR agrees to provide the following amended services: 1) The scope of the project is provide additional funding for the cost associated with unforeseen conditions. Will require an active sewer line that is underneath the existing school be re-routed directly to 35th Avenue. This will require a survey, Plat plan, and legal description which is in this scope of work. Also included in this scope is a revised schematic grading plan. 2) Provide a Division of State Architect acceptable structural attachment in lieu of current nailed connection. Repair work is to be done to avoid any additional damage but still allows truss manufacturer to warranty product. Scope includes consultation, design and submission to DSA.

2. **Terms (duration):** **The term of the contract is unchanged.** The term of the contract has changed.
If term is changed: The contract term is extended by an additional _____
(days/weeks/months), and the amended expiration date is _____, 20____.

3. **Compensation:** The contract price is unchanged. **The contract price has changed.**
If the compensation is changed: The contract price is amended by
 Increase of \$17,680.00 to original contract amount
 Decrease of \$_____ to original contract amount
and the new contract total is **One million, two hundred eighty-nine thousand, nine hundred eighty-six dollars (\$1,289,986.00).**

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:**

6. 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	2-22-2012	The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis.	\$23,360.00
2r2	10-2-2012	The scope of the project is to provide additional Architect and Design services. The additional cost associated with a number of revisions including resolution of sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings.	\$175,570.00
3	2-13-2013	Changes to accommodate 6 th and 7 th grades from the newly formed middle school at LIFE academy.	\$10,950.00

7. **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

David Kakashiba, President, Board of Education Date

8/15/13

Gary Yee, Ed.D, Secretary Board of Education Date

8/15/13

Timothy White, Associate Superintendent Facilities, Planning and Management Date

7/18/13

CONTRACTOR

Contractor Signature Date

7/3/13

Print Name, Title

CAROL E CAMPOS, CEO

EXHIBIT "A" Scope of Work

Contractor Name: Loving and Campos Architects (LCA)

Billing Rate: Seventeen thousand, six hundred eighty dollars and no cents (\$17,680.00)

1. Description of Services to be Provided

- 1) The scope of the project is provide additional funding for the cost associated with unforeseen conditions. Will require an active sewer line that is underneath the existing school be re-routed directly to 35th Avenue. This will require a survey, Plat plan, and legal description which is in this scope of work. Also included in this scope is a revised schematic grading plan.
- 2) Provide a Division of State Architect acceptable structural attachment in lieu of current nailed connection. Repair work is to be done to avoid any additional damage but still allows truss manufacturer to warranty product. Scope includes consultation, design and submission to DSA.

2. Specific Outcomes:

Clean, safe environment for the students and staff.

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

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

Susie Butler-Berkley 7-19-2013

**Susie Butler-Berkley
Contract Analyst**



EXHIBIT A

ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: **May 24, 2013**

LCA Project #11060

ASR #4

Project: **Calvin Simmons Campus Modernization
Phase #2 | Site Improvements
LCA Project #11060**

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 / Mr. Al Anderson**

Subject: **Increased Project Scope**

Explanation: Incorporate the following programmatic changes as directed by the District, with the aim for this work to be completed by the start of school in August 2013:

Services: **Professional Services to be provided:**

1. Supplemental topographic survey
2. Sewer main easement Plat and legal description
3. Schematic grading plan

Description	A&E Fee
Architectural Fee	25 hours x \$170 / hr = \$4,250.00
D02 - Civil (Tasks 1 & 2)	(see attached additional service request) = \$5,500.00
D02 - Civil (Task 3)	(see attached additional service request) = \$1,200.00

TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed) \$10,950.00

Thank you,


5/24/13

Carl Campos, CEO
LCA Architects Inc.

Date

OUSD

Date

Authorization of Additional Services indicated.

Attachments:

Consultant Fee Proposals

- D02. Calichi dated 2/13/13 (8 pages)
- D02. Calichi dated 4/24/13 (8 pages)



CALICHI DESIGN GROUP

1031 Franklin Street, Suite 100
Oakland, California 94612
(415) 306-7157
www.CaliChi.com

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February 13, 2013

Mr. David Bogstad
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596
(925) 944-1626

RE: Additional Service Request for Professional Services related to the Calvin Simmons Project Site – 2101 35th Avenue, Oakland, California 94601 – Public Sewer Main Relocation.

Dear Mr. Bogstad:

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

This additional service request is based on email correspondence with the Client on February 6, 2013, and the Consultant’s experience working on similar projects.

PROJECT UNDERSTANDING

During construction, the Contractor determined that the existing 8” public sanitary sewer line that is routed under the existing main school building is active instead of abandoned in place per the City of Oakland sewer block maps. CDG requested potholing information and line tracing of the sewer line and all laterals, which was provided by the Contractor on 7/17/2012 and supplemented on 02/08/2013.

This Additional Service Request (ASR) is for CDG to collect supplemental topographic survey information along the North side of the existing school building and to generate a Plat and Legal Description to describe and deed over to the City of the Oakland the newly designed sewer main.

SLBE / LBE Status:

CaliChi is currently certified by the City of Oakland as Small Local Business Entity (SLBE).

SCOPE OF SERVICES

Task 1 – Supplemental Topographic Survey

CDG shall retain the services of Professional Land Surveyor (PLS) licensed in the State of California to perform a Topographic Survey for the area to the North of the existing building where the proposed sewer main realignment is proposed. The topographic survey information will be limited to readily observable surface features. Contours will be shown at one (1) foot intervals. All elevations will be tied to the City of Oakland Benchmark system.

C_____G
CHICAGO, IL

FINDLAY, OH

FEBRUARY 13, 2013

OAKLAND, CA

_____G
SACRAMENTO, CA



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5051 ... Street, Suite 3
Oakland, CA 94611
(415) 300-2452
www.CALICHI.com

Method of Compensation: *Professional Services related to the Calvin Simmons Project Site – 2101 35th Avenue, Oakland, California 94601 – Public Sewer Main Relocation.*

Task	Task Description	Fee	Fee Type
1	Supplemental Topographic Survey	\$3,000	Lump Sum
2	Sewer Main Easement Plat & Legal Description	\$2,500	Lump Sum
Total		\$5,500.00	Lump Sum

The lump sum fees listed above will be invoiced monthly based upon the percent complete of Tasks as of the invoice date. Reasonable direct reimbursable expenses such as express delivery services, travel expenses, and other direct expenses are included in the sums listed above. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within sixty (60) days of Client's receipt of each invoice.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below and return the other to us electronically or by mail. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact CDG if you have any questions.

ACCEPTED:

LCA Architects, Inc.

CaliChi Design Group

BY: _____
TITLE: _____
DATE: _____

BY: Reco V. Prianto, P.E., LEED AP
TITLE: Principal
DATE: 02/13/2013



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3031 Westchester Road
Oakland, CA 94612
(415) 436-2152
www.calichidesign.com

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(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has sixty (60) days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty (30) days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries professional liability insurance and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions,



CALICHI DESIGN GROUP

305 1/2 North Dearborn, 2nd Fl.
Oakland, CA 94612
(415) 771-2200
www.calichidesign.com

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strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.



CALICHI DESIGN GROUP

505 The Regentate Way, Suite 1
Oakland, CA 94612
(915) 336-2352
www.Calichi.com

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April 24, 2013

Mr. David Bogstad
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596
(925) 944-1626

RE: Additional Service Request for Professional Services related to the Calvin Simmons Project Site – 2101 35th Avenue, Oakland, California 94601 – Site Re-Grade.

Dear Mr. Bogstad:

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

This additional service request is based on email correspondence with the Client in April of 2013, and the Consultant’s experience working on similar projects.

PROJECT UNDERSTANDING

The Contractor has requested that the site be regarded to attempt to save money by reducing the soil off-haul by approximately 2,000 CY. This Additional Service Request (ASR) is for CDG to coordinate with the Client, the District design.

SLBE / LBE Status:

CaliChi is currently certified by the City of Oakland as Small Local Business Entity (SLBE).

SCOPE OF SERVICES

Task 1 – Schematic Grading Plan

CDG will regrade the site in an attempt to reduce the soil export by up to 2,000 cubic yards (CY). CDG has allocated up to twelve (12) hours for this Task. The deliverables for this Task are limited to:

- A schematic Grading Plan showing the proposed grading revisions, and highlighting areas that may require additional retaining walls, accessible ramping, and / or stairs. Electronic copies (PDF and AutoCAD) of the Schematic Grading Plan.

Task 2 – Construction Documents Modifications

If the Client ultimately decides to re-grade the site, CDG will use the Schematic Grading Plan developed in Task 1 along with Client comments to prepare an addendum to the previously prepared Construction Documents for Phase 2. CDG has allocated up to fifty (50) hours for this Task. This addendum may include modifications to the following sheets:

- Paving and Horizontal Control Plans
- Grading and Drainage Plans



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3051 E. 12th Street, Suite 200
Oakland, CA 94612
(415) 852-2452
www.calichidesign.com

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- Utility Plans
- Detail and Sections Sheets
- Erosion Control Plan, Notes, and Details

In addition, CDG will provide the following:

- Coordinate our work with the design team.
- Issue electronic copies (PDF and AutoCAD) of the Construction Documents at the 50% level of completion to the Client for review and comment.
- Issue electronic copies (PDF and AutoCAD) and up to three (3) full-size, stamped and signed sets to the Client for submission to the Division of the State Architect (DSA) at 100% Construction Documents (DSA Submittal) and at Final DSA Approval.

Design outside of the Phase 2 Limit of Work is specifically excluded from the scope of work. CDG will provide location and elevation of retaining walls, if required. Structural design will be provided by Others.

Task 3 – Construction Administration Assistance

CDG will provide up to an additional fifteen (15) hours of Construction Phase Services that may include the following:

- Attend meetings on site to observe the construction of the civil-related site work. During such visits, CDG will review the SWPPP log maintained by the Contractor. Based on our observations, CDG will inform the Client as to the progress of work, and advise the Client of any substantial visible defects in the work of the Contractor that are discovered by CDG or are otherwise brought to CDG's attention.
- Assist the Owner/Client in Civil-related Requests for Information and Contractor submittals during construction.
- Prepare a civil punch list prior to close-out of the project.

CDG shall not be responsible for on-site compliance with stormwater and/or erosion control regulations. Material testing and inspections are also excluded from this Task. Additional site visits can be completed under a separate contract.

CDG will, if deemed appropriate, consult with and advise the Client on civil engineering items as requested, and will review product samples, catalogue data, schedules, shop drawings, tests of materials and other civil engineering-related data the contractor submits. CDG will not provide means and methods of construction to the Contractor.

Additional Services

Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis under this Task. 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. As an alternate option, the Client has the option to renegotiate lump sum fees for additional consulting services. Some potential Additional Services that CDG is capable of providing include:

- Topographic Survey, Boundary Survey, and Existing Utility Research / Coordination



CALICHI DESIGN GROUP

2031 F STREET, SUITE 200
OAKLAND, CA 94612
(415) 860-2157
WWW.CALICHI.COM

- Retaining Wall, Screen Wall, and/or Sound Barrier Design
- Certifications

Information Provided By Client

CDG shall rely on the completeness and accuracy of all information provided by the Client. The following information shall be provided by the Client:

- Signed agreement
- An electronic copy of the revised Title Blocks in AutoCAD 2004 or newer.
- 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. We recognize the aggressive construction schedule of this project and we are able to meet the provided submittal deadlines, assuming that the Client provides prompt noticing and contract authorization.

Use of Information

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 Agreement 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 terms "the Client" and "LCA" shall refer to LCA Architects Inc.



CALICHI DESIGN GROUP

3557 Fremont Street, Suite 1
Oakland, CA 94611
(415) 390-2452
www.CalChi.com

Method of Compensation: *Calvin Simmons Project Site – 2101 35th Avenue, Oakland, California 94601 – Site Re-Grade.*

Task	Task Description	Labor Fee	Fee Type
1	Schematic Grading Plan	\$1,200	Lump Sum
2	Construction Documents Modifications	\$3,500	Lump Sum
3	Construction Administration Assistance	\$1,500	Lump Sum
Total		\$6,200	Lump Sum

The fees listed above are Lump Sum and will be invoiced monthly based upon the percent complete of tasks as of the invoice date. Reasonable direct reimbursable expenses such as express delivery services, travel expenses, and other direct expenses are included in the sums listed above. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within sixty (60) days of Client's receipt of each invoice.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below and return the other to us electronically or by mail. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact CDG if you have any questions.

ACCEPTED:

LCA Architects, Inc.

CaliChi Design Group

BY: David Bogstad

BY: Reco Prianto

TITLE: President

TITLE: Principal

DATE: _____

DATE: 04/24/2013



CALICHI DESIGN GROUP

230 The Woodlands, Suite 100
Channahon, IL 61411
(815) 397-3322
www.calichidesign.com

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CALICHI DESIGN GROUP STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses are included in the lump sum totals.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within thirty (30) days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within thirty (30) days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses



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Page | 6

shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has sixty (60) days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty (30) days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries professional liability insurance and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses,



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costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract,



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Page | 8

regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



EXHIBIT A

ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: June 18, 2013

LCA Project #11060

ASR #5

Project: Calvin Simmons Campus Modernization
Phase #2 | Site Improvements
LCA Project #11060

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 / Mr. Al Anderson

Subject: Increased Structural Engineering Scope

Explanation: Incorporate the following programmatic changes as directed by the District, with the aim for this work to be completed by the start of school in August 2013:

Services: Professional Services to be provided:

- 1. Provide consulting regarding the mitigation of the damaged I-joint roof trusses, Per RFI 194. Consultation between Architect, Structural Engineer, RedBuilt and DSA regarding necessary repairs to allow BedBuilt to warranty the installed trusses.
2. Prepare design of proposed repairs and submit to DSA for review and approval.

Table with 2 columns: Description, A&E Fee. Rows include Architectural Fee (25 hours x \$170 / hr = \$4,250.00) and D03 - Structural (see attached additional service request) = \$2,480.00.

TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed) \$6,730.00

Thank you,

Signature of Carl Campos, CEO
Date: 6/18/13
LCA Architects Inc.

Signature of OUSD
Date
Authorization of Additional Services indicated.

Attachments:

Consultant Fee Proposals

- D03. KPW dated 3/28/13 (3 pages)



March 28, 2013

Brent Randall
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Project: ASR #4 – I-Joist Truss Top Chord Repair Mitigation
Calvin Simmons
Oakland, CA
KPW Proposal No. 13P201.00

Subject: Fee proposal to provide structural engineering services

Dear Brent:

Per your request, we are providing this fee proposal.

This fee proposal is based on our discussions of 3/26/13.

We understand the project scope includes the following:

- A. Provide consulting regarding the mitigation of the damaged I-Joist roof trusses, per RFI 194.
 - a. Consult with RedBuilt and Architect and DSA regarding necessary repairs to allow RedBuilt to warranty to the installed trusses.
 - b. Submit design to LCA, for LCA's submittal to DSA for review and approval of proposed repairs.

We propose to provide the structural design on a time and expense basis per the attached hourly billing rates. We estimate our efforts will be as follows:

John Westphal, PIC	\$180/hr	6 hours	\$1080
Rober Le, PE	\$140/hr	10 hours	\$1400
Total Estimated Efforts			\$2480

Mr. Brent Randall
March 28, 2013
Page 2 of 3



This letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We are very enthusiastic about the opportunity to work with you on this project and look forward to hearing from you soon.

Very truly yours,

Accepted,

KPW Structural Engineers, Inc.

LCA Architects

A handwritten signature in blue ink, appearing to read "J. Westphal", with a long horizontal flourish extending to the right.

John Westphal, SE 4575

By: _____

Principal

Date: _____

Attachment – Standard Terms & Conditions

HOURLY RATES SCHEDULE

<u>TITLE</u>	<u>RATE</u>
Principal	\$180 / hr
Associate	\$170 / hr
Senior Structural Engineer (SE License)	\$165 / hr
Structural Engineer (SE License)	\$160 / hr
Project Engineer (PE License)	\$150 / hr
Staff Engineer	\$135 / hr
Drafting	\$110 / hr
Administrative	\$ 55 / hr



March 28, 2013

Brent Randall
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596

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Calvin Simmons
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LCA Architects

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John Westphal, SE 4575

By: _____

Principal

Date: _____

Attachment – Standard Terms & Conditions

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Structural Engineer (SE License)	\$160 / hr
Project Engineer (PE License)	\$150 / hr
Staff Engineer	\$135 / hr
Drafting	\$110 / hr
Administrative	\$ 55 / hr

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	57SBWLQ8132	05/30/13	05/30/14	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
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 REF: Job # 05011

CERTIFICATE HOLDER

Oakland Unified School District
 Elmhurst Middle School
 1800 98th Avenue
 Oakland, CA 94603-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Julie La Nelson

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013


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	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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A		GENERAL LIABILITY <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	57SBWLQ8132	05/30/13	05/30/14	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 REF: Job # 05012.

CERTIFICATE HOLDER Oakland Unified School District Chabot Elementary School 6686 Chabot Road Oakland, CA 94618-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE AGGREGATE	\$2,000,000 \$2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
C	OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	
					E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
Project: 10039(LCA)-Downtown Educational Complex-\$4,905 The Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are included as Additional Insureds for General and Automobile Liability per policy form wording. Insurance is Primary & Non-Contributory. Waiver of Subrogation applies to Workers' Compensation. See Attached.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Timothy E. White, Asst. Super. Department of Facilities Planning & Management 955 High Street Oakland, CA 94601-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PHONE OR MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
D	AUTOMOBILE LIABILITY	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS/UMBRELLA LIABILITY	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim	
					\$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Re; Loving & Campos Project#04044. Oakland Unified School District New Portable/Montero and Thornhill.

CERTIFICATE HOLDER

Oakland Unified School District
 Facilities Planning & Mgmt. Dep
 955 High Street
 Oakland, CA 94601-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Julie La Nelson

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <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	57SBWLQ8132	05/30/13	05/30/14	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Ref: Lowell Middle School Health Clinic Amendment No.1 / O.U.S.D. Project No. 07082. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General and Automobile Liability. Such insurance is Primary & Non-Contributory. A Waiver of Subrogation applies to Workers' Compensation. See attachments.

CERTIFICATE HOLDER

Oakland Unified School District
 Attn: Timothy E. White
 Dept of Facilities Planning & Mgmt
 955 High Street
 Oakland, CA 94601-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~PHONE OR FAX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL RETURN RECEIPT REQUESTED~~

AUTHORIZED REPRESENTATIVE

Julie La Nelson

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: American Automobile Ins. Co. INSURER C: Catlin Insurance Company, Inc. INSURER D: Hartford Underwriters Ins. Co. INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <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	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE AGGREGATE	\$2,000,000 \$2,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
C		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Ref: Life Academy Site Assessment / O.U.S.D. Project No. 07043. **BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder*** and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Timothy E. White Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL FORFEIT MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR TELEPHONE AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <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	57SBWLQ8132	05/30/13	05/30/14	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Ref: Oakland High School Modernization Project No. 05016. BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Timothy E. White Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTICE BY MAIL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL TO THE CERTIFICATE HOLDER AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
					EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Ref: OUSD Laurel CDC Building Replacment /Amendment No.2. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General Liability per (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Berkley Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTICE BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <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	57SBWLQ8132	05/30/13	05/30/14	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Ref: Amendment No. 1 Professional Services Contract-Oakland HS Health Clinic. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General Liability per policy form wording. Such insurance is Primary & Non Contributory. A Waiver of Subrogation applies to Workers Compensation See attachments

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Berkley Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL FORWARD BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL TO THE ADDRESS SHOWN ON THIS CERTIFICATE AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
D	AUTOMOBILE LIABILITY	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	GARAGE LIABILITY	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Ref: Amendment 9 for the Downtown Educational Complex Relocation Cole Hot Site / Back up Data Center @ Cole Campus. **BUSINESS LIABILITY ADDITIONAL INSURED:** The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Berkley Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTIFY BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL TO THE ADDRESS SHOWN ON THIS CERTIFICATE _____ AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
D	AUTOMOBILE LIABILITY	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS/UMBRELLA LIABILITY	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
Ref: Laurel CDC Replacement Project / Project No. 07027. BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Berkley Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY FAX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BY FAX TO THE CERTIFICATE HOLDER BY FAX TO THE CERTIFICATE HOLDER BY FAX TO THE CERTIFICATE HOLDER BY FAX TO THE CERTIFICATE HOLDER AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	<table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co.</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B: American Automobile Ins. Co.</td> <td style="text-align: center;">21849</td> </tr> <tr> <td>INSURER C: Catlin Insurance Company, Inc.</td> <td></td> </tr> <tr> <td>INSURER D: Hartford Underwriters Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co.	29424	INSURER B: American Automobile Ins. Co.	21849	INSURER C: Catlin Insurance Company, Inc.		INSURER D: Hartford Underwriters Ins. Co.		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Hartford Casualty Insurance Co.	29424												
INSURER B: American Automobile Ins. Co.	21849												
INSURER C: Catlin Insurance Company, Inc.													
INSURER D: Hartford Underwriters Ins. Co.													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <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	57SBWLQ8132	05/30/13	05/30/14	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Ref: Oakland High School Williams Settlement Modernization Project / Project No. 07012 (Amendment No. 5).
BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Berkley Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PHONE OR FAX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL OR BY FIRST CLASS MAIL WITH RETURN RECEIPT REQUESTED. _____ AUTHORIZED REPRESENTATIVE <i>Julie La Nelson</i>
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <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	57SBWLQ8132	05/30/13	05/30/14	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
					AGGREGATE	\$2,000,000
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
RE: Oakland Unified School District, its Officers, Agents, and Employees are additional insured are additional insured for work done on their behalf by the named insured as regards general & auto liability with primary insurance per policy form wording.

CERTIFICATE HOLDER Oakland Unified School District Attn: Robert Dias 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTIFY BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR BY REGISTERED MAIL AUTHORIZED REPRESENTATIVE 
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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	INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURERS AFFORDING COVERAGE
	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	
	INSURER D: Hartford Underwriters Ins. Co.	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <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	57SBWLQ8132	05/30/13	05/30/14	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
						AGGREGATE	\$2,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 RE: LCA #05012. Chabot Elementary School Portable Restroom Project - OUSD Project No. 04029. Oakland Unified School District, its Officers, Agents, and Employees are additional insured are additional insured for work done on their behalf by the named insured as regards general & auto liability with primary insurance per policy form wording.

CERTIFICATE HOLDER Oakland Unified School District Attn: Pauline Follansbee Facilities Contract Administrator 955 High Street Oakland, CA 94601-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/05/2013

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	<table border="1" style="width: 100%;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co.</td> <td>29424</td> </tr> <tr> <td>INSURER B: American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER C: Catlin Insurance Company, Inc.</td> <td></td> </tr> <tr> <td>INSURER D: Hartford Underwriters Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co.	29424	INSURER B: American Automobile Ins. Co.	21849	INSURER C: Catlin Insurance Company, Inc.		INSURER D: Hartford Underwriters Ins. Co.		INSURER E:	
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						AGGREGATE	\$2,000,000
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B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
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C		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

General Liability Excludes Claims Arising Out of the Performance of Professional Services.

Ref: Job #98039. Highland Elementary School. OUSD-Modernization Project. PSC#77/61259-00-75. BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who (See Attached Descriptions)

CERTIFICATE HOLDER

Oakland Unified School District
 Attn: Dave Goldin
 955 High Street
 Oakland, CA 95601-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL TO THE ADDRESS OF THE~~
~~INSURER'S OFFICE~~
 AUTHORIZED REPRESENTATIVE

Julie La Nelson

Board Office Use: Legislative File Info.	
File ID Number	13-0234
Committee	Facilities
Introduction Date	2-13-2013
Enactment Number	13-0343
Enactment Date	2/13/2013



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date February 13, 2013

Subject Amendment No. 3, Independent Consultant Agreement for Professional Services - Loving and Campos (LCA) Architects - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services with Loving and Campos (LCA) Architects for Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab project, in an amount not-to exceed \$72,720.00, increasing previous contract amount from \$1,199,566.00 to a not to exceed amount of \$1,272,306.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board approved the transfer of funds from LIFE's former location to the Simmons campus. The documentation was submitted to DSA in December 2011 to build a Tech Lab. During the same time frame the Board approved the addition of a middle school for LIFE. DSA rejected our requests to incorporate the middle school revisions with the Lab requiring a completely separate submittal.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services with Loving and Campos (LCA) Architects for Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab project, in an amount not-to exceed \$72,720.00, increasing previous contract amount from \$1,199,566.00 to a not to exceed amount of \$1,272,306.00. All remaining portions of the agreement shall remain in full force and effect as originally stated

Fiscal Impact

The funding source for this project is: County School Facilities Fund.

Attachments

- Independent Consultant Agreement including scope of work



AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving and Campos Architects (LCA). OUSD entered into an Agreement with CONTRACTOR for services on November 8, 2011, and the parties agree to amend that Agreement as follows:

1. Services: [] The scope of work is unchanged. [x] The scope of work has changed. If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work. The CONTRACTOR agrees to provide the following amended services: The scope of the project is provide additional funding for the cost associated with revisions necessary to accommodate 6th and 7th grades from the newly formed middle school at LIFE Academy. The current school configuration was not designed to house additional students. This project converts existing administration area into needed classroom space.

2. Terms (duration): [x] The term of the contract is unchanged. [] The term of the contract has changed. If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20_____.

3. Compensation: [] The contract price is unchanged. [x] The contract price has changed. If the compensation is changed: The contract price is amended by [x] Increase of \$72,740.00 to original contract amount [] Decrease of \$_____ to original contract amount and the new contract total is One million, two hundred seventy-two thousand, three hundred six dollars (\$1,272,306.00).

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:

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

Table with 4 columns: No., Date, General Description of Reason for Amendment, Amount of Increase (Decrease). Row 1: 1, 2-22-2012, The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis. \$23,360.00. Row 2: 2r2, 10-2-2012, The scope of the project is to provide additional Architect and Design services. The additional cost associated with a number of revisions including resolution of sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings. \$175,570.00.

7. 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

CONTRACTOR

David Kakishiba, President
Board of Education

2/14/13
Date

[Signature]
Contractor Signature

1/16/13
Date

[Signature]
Edgar Rakestraw, Jr., Secretary
Board of Education

2/14/13
Date

CARLE E CAMPOS, CEO
Print Name, Title

[Signature]
Timothy White, Associate Superintendent
Facilities, Planning and Management

1/23/13
Date

File ID Number: 13-0234
Introduction Date: 2/13/13
Enactment Number: 13-0343
Enactment Date: 2/13/13
By: o.a.

EXHIBIT "A" Scope of Work

Contractor Name: Loving and Campos Architects (LCA)

Billing Rate: Seventy-two thousand, seven hundred forty dollars and no cents (\$72,740.00)

1. Description of Services to be Provided

Convert existing administration area into needed classroom space to accommodate 6th and 7th graders from the newly formed LIFE Academy.

2. Specific Outcomes:

Clean, safe environment for the students and staff.

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

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

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

Susie Butler Berkley 1-17-2013
Susie Butler-Berkley
Contract Analyst



EXHIBIT A

ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: November 30, 2012

LCA Project #11060

ASR #3

Project: **Calvin Simmons Campus Modernization
Phase #2 | Site Improvements
LCA Project #11060**

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 / Mr. Al Anderson**

Subject: **Increased Project Scope**

Explanation: Incorporate the following programmatic changes as defined in the attached document entitled "B03.121031.D(Life Academy Alterations).pdf" as directed by the District on 10/31/12, with the aim for this work to be completed by the start of school in August 2013:

Interior Alterations

See attached document: B08.121126.D(Life Academy Alterations)F.bbr.pdf

1. Add door in main corridor & paint corridor blue
2. Create 2 classrooms out of the existing administration area
3. Add sink to Classroom 107 for science activities
4. Create new administration area
5. Convert storage room to Life Academy Book Storage room
6. Signage changes

Temporary Site Improvements (During Construction)

See attached document: B08.121128.D(Temp Site Improvements)F.bbr.pdf

1. Provide temporary striping for staff parking lot
2. Provide temporary basketball courts
3. Provide temporary soccer field
4. Relocate existing lunch tables

Services: **Professional Services to be provided:**

1. Prepare Programming / Schematic Design Documents
2. Visit site to establish existing conditions
3. Manage consultant team: Struct / Mech / Elec / Fire Sprinkler
4. Prepare Construction Documents: Demolition and Improvement plans
5. Process with DSA as part of the Phase 2 work
6. Issue Bulletin for Contractor to price
7. Construction Administration

Date: November 30, 2012

LCA Project #11060

ASR #3

Description

A&E Fee

Architectural Fee

Programming / Schematic Design	40 hours		
Site visit(s) / existing conditions	8 hours		
Construction Documents	120 hours		
Processing with DSA	8 hours		
Issuing Bulletin to Contractor	8 hours		
Pricing Phase	8 hours		
Construction Administration	40 hours		
TOTAL Architectural Fee	232 hours	x \$170 / hr	= \$39,440.00
D03 - Structural	(see attached additional service request)	=	\$7,300.00
D04 - Mechanical	(see attached additional service request)	=	\$7,000.00
D05 - Electrical	(see attached additional service request)	=	\$13,000.00
D12 - Fire Sprinkler	(see attached additional service request)	=	\$6,000.00

TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed) \$72,740.00

Thank you,


11/30/12
Carl Campos, CEO
LCA Architects Inc.

Date
OUSD
Authorization of Additional Services indicated.

Attachments:

Programming

- B03.121031.D(Life Academy Alterations).pdf (5 pages)
- B08.121126.D(Life Academy Alterations)F.bbr.pdf (3 pages)
- B08.121128.D(Temp Site Improvements)F.bbr.pdf (2 pages)

Consultant Fee Proposals

- D03.121129.KPW.D(Add Service 03).pdf (3 pages)
- D04.121129.Capital.D(Add Service 03).pdf (1 page)
- D05.121129.ACEE.D(Add Service 03).pdf (3 pages)
- D12.121129.MK2.D(Add Service 03).pdf (4 pages)



November 29, 2012

Brent Randall
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Project: FCD1 for Phase 2
Calvin Simmons
Oakland, CA
KPW Proposal No. 12P417

Subject: Fee proposal to provide structural engineering services

Dear Brent:

Per your request, we are providing this fee proposal.

This fee proposal is based on your email of November 26, 2012.

We understand the project scope includes the following:

- A. Provide separate submittal to DSA as part of the DSA submittal for Phase 2 of the Calvin Simmons School Modernization project.
 - 1. Update title block per LCA
 - 2. Provide new structural details
 - 3. Provide new structural calculations
- B. Submit for DSA Review and Backcheck with Phase 2 efforts
- C. C/A for this effort, including reviews of submittals, RFI's, DSA 5 forms, site visits, project closeout, etc.

We propose to provide the structural design for the lump sum fee of \$7,300 with breakdowns by phase as follows:

DSA Submittal Package	\$3,300
DSA Backcheck	\$1,700
C/A	\$2,300

Typical reimbursable costs such as plotting and overnight delivery fees are included in the lump sum fee.

Mr. Brent Randall
November 29, 2012
Page 2 of 3



This letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We are very enthusiastic about the opportunity to work with you on this project and look forward to hearing from you soon.

Very truly yours,

KPW Structural Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'J Westphal', with a long horizontal flourish extending to the right.

John Westphal, SE 4575

Principal

Attachment – Standard Terms & Conditions

Accepted,

LCA Architects

By: _____

Date: _____



HOURLY RATES SCHEDULE

<u>TITLE</u>	<u>RATE</u>
Principal	\$180 / hr
Associate	\$170 / hr
Senior Structural Engineer (SE License)	\$165 / hr
Structural Engineer (SE License)	\$160 / hr
Project Engineer (PE License)	\$150 / hr
Staff Engineer	\$135 / hr
Drafting	\$110 / hr
Administrative	\$ 55 / hr

January 2012



American Consulting Engineers Electrical, Inc.

1590 The Alameda

Suite 200

San Jose, CA 95126

408/236-2312

Fax: 408/236-2316

November 30, 2012

LCA Architects, Inc.
245 Ygnacio Valley Road, Suite 200
Walnut Creek, CA 94596 4025
Attn: Carl Campos

Subject: Add Service for Admin Office Renovations @ Calvin Simmons Middle School
Oakland Unified School District

Dear Carl,

Thank you for considering American Consulting Engineers Electrical, Inc (ACEE) for this project. I am pleased to present this proposal to provide our electrical engineering add services for additional services for the Admin Office Renovations @ Calvin Simmons Middle School. The scope of work for the additional service is to provide renovate the existing admin office area of Life Academy into two new classrooms and a new admin office area. Our scope of work is as follows:

Electrical Scope of Work

A. Electrical Design – ACEE will provide the following electrical services:

1. Provide demolition plans of the existing administration area. All existing electrical devices will be called out for removal, existing panels relocated. It is assumed that the Server room will remain in operation and will not be renovated or modified on this project. Temporary power or new power feeds to the Server room will be provided as needed to keep the room operational. FA, PA/Clock, Telephone, Intrusion Alarm and Data will be called out for removal. All downstream devices to remain will be called out for reconnection.
2. Provide design documentation for the relocation of the existing FACP from its current location to the Main Office or provide an annunciator in the new Main Office and the FACP remains in its current location.
3. Provide power design for receptacles, mechanical equipment, and other electrical equipment to be installed in the area. Provide additional panels as required to accommodate new loads.
4. Provide new lighting design documents for all spaces. Classrooms to be installed a classroom lighting system control system similar to that of the Science Building. Provide interior lighting T24 for the spaces included in the scope of work.
5. Provide design for the data system. Design shall include all data drops routed to the nearest existing IDF room. Provide additional data racks, patch panels, wire managers, etc, as required to complete the installation

6. Provide design for the PA/Clock/Telephone system. Provide connections to the existing (new installed on the Science Building portion of the project) Rauland PA/Clock/Tel system.
7. Provide design for the relocation of the existing FA panel as required to new Main Office. Provide new FA initiating and notification devices. Prepare drawings to be approved by DSA. Provide FA battery and voltage drop calculations. Provide Catalog sheets and CSFM listings for all FA devices. Fire Alarm design to meet all current OUSD standards at the time of this proposal. Additional revisions to the drawings due to standard changes after the date on this proposal may be an additional service.
8. Provide design for the installation of new intrusion alarm devices in the area of work. Intrusion devices to be connected to the existing intrusion alarm control panel. Intrusion alarm design to meet all current OUSD standards at the time of this proposal. Additional revisions to the drawings due to standard changes after the date on this proposal may be an additional service.
9. Provide the specification for the additional network switches and wireless access points required for the additional data added for this project. Network switches shall be per the district standard.
10. Two site visits for field verification of existing conditions is included in the scope of work. Additional site visits shall be billed on a T&M basis.
11. One coordination meeting is included in the scope of work. Additional coordination meetings shall be billed on a T&M basis.
12. One trip to the Oakland Office of the Department of the State Architect for the back check appointment is included in the scope of work. Additional trips shall be billed on a T&M basis.
13. One field visit during the construction is included in the scope of work. Additional field visits shall be billed on a T&M basis.
14. One Punch list at the conclusion of the project is included in the scope of work. Additional punch lists shall be billed on a T&M basis. Back check punch lists are not included in the scope of work.
15. Travel expenses for items #10 - #13 are included in the scope of work.
16. Printing of drawings for this project included in the scope of work is as follows: Progress drawings will be provided in the form of PDF drawings. 3 sets of DSA submittal drawings and 1 hard copy of the specifications will be provided for the 1st DSA submittal. 1 set of Final DSA drawings signed and stamped and 1 hard copy of the specifications will be provided for the DSA back check appointment. Addendum printing will be included in the scope of work. Additional prints beyond that listed above will be charged at our current billing rate for printing.

B. Exclusions – The following items are excluded from the scope of work:

1. Value Engineering and Redesign

2. Design and Upgrade of Data, Telephone and CATV service utility.
3. Design of a Card Access Systems.
4. Design of a Closed Circuit TV system (CCTV)
5. Design of Photovoltaic Systems.
6. Design of Generator and/or back up power supplies.
7. New Portables and temporary modular buildings.
8. Parking lot lighting.
9. Data Centers.

C. Fee for Design Services:

In consideration of the scope of services as outlined above, we proposed to provide the design services on a Fixed Fee Basis. We propose the following design fees:

Design & Engineering	<u>\$13,000</u>
Total	<u>\$13,000</u>

Changes in overall project scope, construction management group engineering/design involvement, construction phasing, value engineering and/or substantial revisions during construction document phase will require a revised mutually acceptable fee structure.

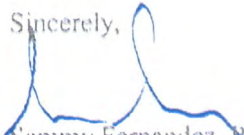
Reimbursable normally associated with project (such as printing and delivery) will be billed at cost, plus 15%, in addition to our professional fees. The amount of any excise gross receipt's tax that may be imposed shall be added to the fee listed.

The duration of this contract shall be assumed to be twelve (12) months. Should the project exceed this time frame, the consultant's compensation shall be equitably adjusted.

In the event the project is suspended or abandoned in whole or in part for more than three (3) months, the consultant shall be compensated for all services performed prior to receipt of written notice from the client of such suspension or abandonment, together with all reimbursable expenses then due and all Termination expenses as specified in the termination notice.

If the project is resumed after being suspended for more than twelve months, the consultant's compensation shall be equitably adjusted.

We trust this is in agreement with your understanding of subject project and meets with your approval. Please sign and return this letter to our office as soon as possible so we may proceed. This proposal is valid for thirty (30) days.

Sincerely,

Sammy Fernandez, P. E.
Principal

Accepted by

Carl Campos
ICA Architects, Inc

SF fl

Date _____



Attachment C

Standard Billing Rates

HOURLY SERVICE RATES (Personnel to be assigned as required per contract terms.)

POSITION	RATE
Principal	\$ 175 per hour
Project Manager	\$ 160 per hour
Senior Engineer	\$ 165 per hour
Project Engineer	\$ 150 per hour
Staff Engineer	\$ 120 per hour
Senior Design Engineer	\$ 145 per hour
Project Design Engineer	\$ 135 per hour
Staff Design Engineer	\$ 125 per hour
Senior CADD	\$ 115 per hour
Project CADD	\$ 85 per hour
Project Administrator	\$ 75 per hour
Clerical	\$ 50 per hour

REIMBURSABLE EXPENSES (As required per contract terms and project.)

ITEM/CATEGORY	RATE
In House Reproduction	\$2.50 PER PRINT
In House Drawing Plots	\$9.50 PER DRAWING
Outside Consulting Services	Actual Cost + 15%
Outside Reproduction Charges	Actual Cost + 15%
Transportation (Air and/or Ground)	Actual Cost + 15%
Postage and Shipping	Actual Cost + 15%
Mileage (when using MK2 Vehicles)	\$.55 Per Mile (or current Federal Allowance)
Per Diem – (Lodging, Meals, Incidental Expense)	Per Federal GSA Standards ('Schedule of Estimated Per Diem Costs' available upon request.)
In-House Photocopy, FAX and Telephone expenses.	+ 2% of Base Contract Fee (this amount, when applicable, will be billed proportionally per invoice.)

Deposition, Hearing or Court Appearance is charged at 2 times the rate for engineering services. Half-day minimums apply.

Invoices will be submitted as agreed and are due on presentation. Unpaid bills will be considered past due after 15 days from invoice date and will be subject to a late payment charge at the rate of 1.0 percent per month, subject to a minimum charge of \$15.00 per month.

Standard Billing Rates Effective: 01, 01, 2011



Attachment D - Page 1 of 2

Standard Contract Terms and Conditions

Definitions: The term "MK2" as used herein shall include MK2 Engineers, MK2 Engineers employees, agents and consultants, subsidiaries, successors, and assigns. The term "Client" as used herein shall include Client, Client's employees, agents, consultants, subsidiaries, successors, and assigns.

Prompt Payment: Billing is on a basis; payment is due net days from invoice date. Late charges of 1.0% per month (12% per annum) will accrue on past due invoices. Failure of the Client to make payments to MK2 in accordance with this Agreement shall be considered substantial non-performance and is sufficient cause for MK2 to either suspend or terminate services.

Additional Services: Should the Scope of Work under this agreement change, or should the Client request additional services not covered in the Scope of Work, MK2 will forward a written request for additional services to the Client. Additional services include, among others, revisions due to changes in the scope, quality or budget and those items that are not reasonably incidental to or specifically mentioned in **Attachment A – Scope of Work**. All additional services will be billed on a time and expense basis in accordance with MK2's then prevailing **Attachment C – Standard Billing Rates**.

Independent Contractors: The relationship of MK2 to Client shall at all times be that of an Independent Contractor. MK2 shall not be liable for the acts of Client or its agents in performing work, except in the case of damages or injuries caused solely by the negligence of MK2.

Project Personnel: As necessary, MK2 will furnish or subcontract for specialist and engineering personnel for the performance of this work. We reserve the right to make necessary substitutions, adaptations or part-time use of such individuals or others as required for the proper performance of work.

Document Ownership: Drawings, specifications and other documents, including those in electronic form, prepared by MK2 and MK2's consultants are instruments of service, for use solely with respect to this project. MK2 and MK2's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Existing Conditions: Inasmuch as the remodeling and/or rehabilitation of the existing building requires that certain assumptions be made regarding existing conditions, and because these assumptions are not reasonably verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, MK2 is not responsible for erroneous assumptions.

Client Provided Data: MK2 shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to MK2 such information as is available to the Client and the Client's consultants and contractors, and MK2 shall be entitled to rely upon the accuracy and completeness thereof.

Indemnification: The Client shall indemnify and hold MK2 harmless from all claims, demands or liability resulting from the performance of this Agreement, except for loss caused solely by the negligence of the indemnitee.

Severability: If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

Integration: This Agreement and all attachments referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.



Attorney Fees: In any action brought to enforce any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

Suspension: If the Client suspends the project for more than 90 consecutive days, MK2 shall be compensated for expenses incurred in the interruption and resumption of MK2's services. MK2's fees for the remaining services and the time schedules shall be equitably adjusted.

Termination for Convenience: Either party may terminate this Agreement at any time with or without cause upon giving the other party ten (10) days written notice. In the event of such termination, MK2 Engineers, Inc. will be paid in accordance with this Agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.

Claims for Consequential Damages: MK2 and the Client waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. MK2's liability for all other damages shall not exceed the value of the services under this agreement.

Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of MK2's services, MK2 may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

Arbitration: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Governing Law: California law shall govern this Agreement, and any dispute arising from the relationship between the parties, including any laws that direct the application of another jurisdiction's laws.

Cost Opinions: Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilization considerations of operations and maintenance costs prepared by MK2 are supplied as a guide only. Since MK2 has no control over the cost of labor and material or over competitive bidding and market conditions, MK2 does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

Construction Support: Construction Support services performed by MK2, whether of material or work, and whether performed prior to, during or after completion of construction, shall be performed solely for the purpose of assisting in quality control and in achieving conformance with contract drawings and specifications.

Submittal Review: MK2 shall review and take appropriate action on shop drawings, product data, samples and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents.

Client#: 257

LCAARCHIT

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
02/08/12

PRODUCER

Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

LCA Architects, Inc.
245 Ygnacio Valley Road, #200
Walnut Creek, CA 94596INSURER A: Hartford Casualty Insurance Co.
INSURER B: American Automobile Ins. Co.
INSURER C: Catiin Insurance Company, Inc.
INSURER D: Hartford Underwriters Ins. Co.
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	57SBALQ8132	05/30/11	05/30/12	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57UECHS9127	05/30/11	05/30/12	DATE AND SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR CLAIMS MADE	57SBALQ8132	05/30/11	05/30/12	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000				\$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80998697	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STAT & TORT LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	AED981851212	12/01/11	12/01/12	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services.

Ref: Architect and Engineering Agreement and Amendment No. 1 -Loving & Campos Architects (LCA)
(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION

Oakland Unified School District
Attn: Susie Butler-Berkley
Contract Analyst
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PROVIDE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Suzie Butler-Berkley

DESCRIPTIONS (Continued from Page 1)

Calvin Simmons Improvements and Career Tech Lab-\$1,023,996.00.
Oakland Unified School District, its Directors, Officers, Employees,
Agents and Representatives are additional insureds as respects to General
Liability per policy form wording. Such insurance is Primary & Non
Contributory with Severability of Interest clause. A Waiver of
Subrogation applies to Workers Compensation.
See attachments

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80998697

Issued to: LCA Architects, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Oakland Unified School District
Attn: Susie Butler-Berkley
Contract Analyst
955 High Street
Oakland, CA 94601

Ref: Architect and Engineering
Agreement-Ioving & Campos Architects
(LCA) and Amendment No. 1 - Calvin
Simmons Improvement and Career Tech
Lab-\$1,023,996.00. Oakland Unified
School District, its Directors,
Officers, Employees, Agents and
Representatives

Julie L. Nelson

WC 04 03 06
(Ed. 4-84)

Countersigned by _____
Authorized Representative

Insured: Loving Campos Architects, Inc dba LCA Architects, Inc.

Insurer: Hartford Underwriters Ins. Co.

Policy Number: 57UECHS9127

Policy Period: May 30, 2011-May 31, 2012

Ref: Architect and Engineering Agreement-Loving & Campos Architects (LCA) and
Amendment I - Calvin Simmons Improvements and Career Tech Lab-\$1,023,996.00

Additional Insured: Oakland Unified School District, its Directors, Officers, Employees,
Agents and Representatives.

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

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 provided 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 suit is brought.

EXCERPTS FROM HIA9916 (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.

Insurer: Hartford Casualty Insurance Co.
Insured: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Policy Number: 57SBALQ8132
Policy Period: May 30, 2011-May 30, 2012
Ref: Architect and Engineering Agreement-Loving & Campos Architects (LCA) and Amendment 1 - Calvin Simmons Improvements and Career Tech Lab-\$1,023,996.00

Additional Insured: Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives.

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.



ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: November 2, 2011

LCA Project #11060

ASR #1.0r1

Project: Calvin Simmons Campus Modernization
Increment #1 | Career Technical Science Building
LCA Project #11060

Owner: Oakland Unified School District

Date: 1/3/2012

Under the conditions of the Architects 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.

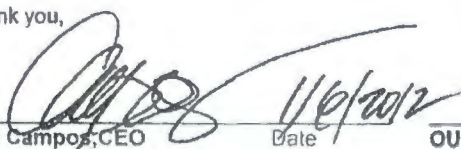
Individual: Mr. Tadashi Nakadegawa / Mr. AJ Anderson

Subject: Programmatic Changes during 50% Construction Drawing Phase

Explanation: On 10/10/11 we received written confirmation from the District directing us to change the layout of the building as follows: 1) eliminate the Jobby, 2) eliminate the east corridor and adjust the restrooms and east stair accordingly, and 3) flip the health classroom with the science lab on the first floor to provide direct public access to the health classroom (a shared community space). Per our project schedule, the 50% CD milestone drawings from our consultant team were due on 10/12/11. Given the District-requested programmatic changes to the building with the project well into construction drawings, all the architectural base drawings had to be reconfigured and the structural engineer effectively had to start over with their structural calculations and plan drawings.

Description	A&E Fee
Architectural Fee (40 hours @ \$180/hr)	= \$7,200.00
Structural Engineering Fee (see attached additional service request)	= 16,160.00

Thank you,


Carl Campos, CEO
Loving & Campos Architects Inc.

Date

1/6/2012

OUSD

Date

Authorization of Additional Services indicated.

Attachments:

- KPW Add Service Request dated 10/25/2011, 2 pages

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

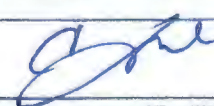


Project Information			
Project Name	Calvin Simmons Improvements	Site	Calvin Simmons
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including 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 Avenue, Suite 800	City	Oakland	State	CA	Zip	94612
Telephone	510-272-1060	Policy Expires	5-30-2013				
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 #	07140						

Term			
Date Work Will Begin	11-8-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-13

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$1,272,306.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 72,740.00
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
7710	County School Facilities Fund	2059003821	6215	\$72,740.00

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	Charles Love	Phone	510-535-7081	Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	1-17-13	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	1.23.13	
3.	Associate Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	12-2652
Committee	Facilities
Introduction Date	10-2-2012
Enactment Number	12-2601
Enactment Date	10/10/12-ED



OAKLAND UNIFIED
SCHOOL DISTRICT

1 - Fiscal 10-115

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 2, 2012

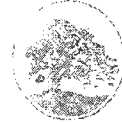
Subject Amendment No. 2r2, Independent Consultant Agreement for Professional Services- Loving and Campos Architects (LCA)- Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 2r2, Independent Consultant Agreement for Professional Services with Loving and Campos Architects (LCA) for Architect and Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$175,570.00 increasing previous contract amount from \$1,023,996.00 to a not to exceed amount of \$1,199,566.00 and revising the end date from October 27, 2012 through July 1, 2013 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board approved the transfer of funds to the Simmons campus for construction of the Career Tech Lab and remaining funds for campus improvements. This requires various submittals to DSA and the City, internal updates, and a number of unforeseen conditions (existing sewer line, capacity of clock, bell system).

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.



Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 2r2, Independent Consultant Agreement for Professional Services with Loving and Campos Architects (LCA) for Architect and Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$175,570.00 increasing previous contract amount from \$1,023,996.00 to a not to exceed amount of \$1,199,566.00 and revising the end date from October 27, 2012 through July 1, 2013 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Changing Lives.

AMENDMENT NO. 2r2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving and Campos Architects (LCA). OUSD entered into an Agreement with CONTRACTOR for services on October 27, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional Architect and Design services. The additional cost associated with a number of revisions including resolution of sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If term is changed: The contract term is extended by an additional **Six months**, and the amended expiration date is **December 31, 2013**.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation is changed: The contract price is amended by
 Increase of **\$175,570.00** to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is One million, one hundred ninety-nine thousand, five hundred sixty-six dollars and no cents (\$1,199,566.00)

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	2-22-2012	The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis.	\$23,360.00

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

CONTRACTOR

[Signature]
Jody London, President, Board of Education Date 10/10/12

[Signature]
Contractor Signature Date 9/12/12

[Signature]
Edgar Rakestraw, Jr., Secretary Board of Education Date 10/10/12

Carl Campos, CEO
Print Name, Title

[Signature]
Timothy White, Associate Superintendent Facilities, Planning and Management Date _____

File ID Number: 17-2652
Introduction Date: 10/10/12
Enactment Number: 17-260
Enactment Date: 10/14/12
By: OD

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: One hundred seventy-five thousand, five hundred seventy dollars and no cents (\$175,570.00)

1. **Description of Services to be Provided**
The additional cost associated with a number of revisions, including resolution of the sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings.
2. **Specific Outcomes:**
Improvements to the design to the Calvin Simmons Improvements and Career Tech Lab.
3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

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

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

Susie Butler-Berkley 10-2-2012

**Susie Butler-Berkley
Contract Analyst**



ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: August 1, 2012

LCA Project #11060

ASR #2r2

Project: Calvin Simmons Campus Modernization
Increment #1 | Career Technical Science Building
LCA Project #11060

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 / Mr. Al Anderson

Subject: Increased Project Scope

Explanation: Item #1 – Increment #1 Programming Services

Per the request of the District from 5/11/11 to 11/3/11, prior to the start of Schematic Design services, provide the following Programming services for Increment #1:

- 1) Multiple site plan options for location of science building (adjacent to 35th avenue with and without parking, adjacent to 34th avenue),
- 2) Incorporate play field into site design and study size of soccer field,
- 3) Provide contemporary and historic exterior elevation options,
- 4) Design of science classroom wing for addition of future 10-classroom wing,
- 5) Design science building with and without front administration area, and
- 6) Completely reconfigure previous DSA-approved drawings to be site specific.

Item #2 – Increment #2 Programming Services

Per the request of the District from 10/5/11 to 12/22/11, prior to the start of Schematic Design services, provide the following Programming services for Increment #2:

- 1) Preliminary cost estimates,
- 2) Respond to Category C facilities upgrade requirements

perpendicular to the main, large one, and provide running track around both field and courts),

- 4) Site Improvements for Increment #2 work (layout artificial turf field and pedestrian street),
- 5) Entry Improvements for United For Success,
- 6) United for Success Book Storage,
- 7) Life Academy Main Entry and Administration Area,
- 8) Life Academy Book Storage,
- 9) Second Floor Renovations,
- 10) Revise stairs for separation between middle school and high school,
- 11) Revise second floor of existing classroom wing to provide corridor connection between existing and new science classroom building, and
- 12) Completely reconfigure first floor of existing gymnasium to create five classrooms.

Item #3 - Updated District Intrusion Alarm Standards

Per the revised OUSD Intrusion Alarm standards distributed on 2/14/12 and the attached letter from AON dated 1/9/12, item 26 calls for the Electrical Engineer of Record to provide detailed intrusion alarm construction drawings, which requires full design of the system and complete shop drawings, including all cable pathways, battery calculations, and other connections. This work is in addition to providing design drawings showing only device locations and installation requirements, which are currently on the construction drawings that were submitted to DSA on 12/9/11.

See attached supporting documentation for Item #3.

Item #4 - Addendum No. 2 Work

The School District gave direction on 4/24/12 during the bidding process to make the following changes to the work:

- 1) New Phone / Clock / PA Speaker System for the existing campus,
- 2) Minor adjustments inside the Science Building to create a custodial office (Room 101 to be Custodial Room with mop sink / Room 105 to be Custodial Office), and
- 3) Striping plan for staff parking around the existing portable.

See attached supporting documentation for Item #4.

Item #5 - Resubmittal to DSA for Added Scope of Work

After Increment #1 had been submitted to DSA in December 2011, the District elected on 3/8/12 to add Increment #2 scope of work to the project for Contractors to include in their GMP bids. Added scope of work included Phase 1B (interior alterations to existing 2-story classroom building) and Phase 2 (artificial turf field and site improvements).

Design team successfully incorporated this added scope of work into bidding documents, and after obtaining DSA approval of Phase 1A work (Science Classroom Building) by 5/31/12 to qualify for \$2.3 OPSC CTEC grant funding deadline of 6/10/12, submitted added scope of work to DSA as a Field Change Document, Bulletin #2 on 6/13/12.

Bulletin #2 included (3) full sets of Phase 1B & Phase 2 work for DSA plan check (ACS / FLS / SSS), as well as a copy of the local fire sign-off for Phase 2 work.

LCA coordinated with DSA regarding status of Bulletin #2 and worked with David Choi (who initially stated that Phase 2 work could be handled as an FCD), then Michael Fretz (who recommended all Bulletin #2 be a separate DSA application), and finally appealed to Leroy Tam, DSA Regional Manager, who decided on 7/11/12 that DSA would not accept Bulletin #2 and required the additional work to be submitted as a separate DSA application.

For the Design team to re-package and re-submit Bulletin #2 work to DSA as separate application, the following items were required:

- 1) Change the title blocks on all sheets (78)
- 2) Prepare new DSA forms, T&I sheet, DSA1, etc.
- 3) Prepare new specifications for mechanical, electrical and structural.
- 4) Provide new index sheet for all disciplines.
- 5) Provide DSA backcheck coordination / redmarks
- 6) Separate set for contractor (with clouds)

See attached supporting documentation for Item #5.

Item #6 – RFI 19 Sanitary Sewer Line – Added Scope of Work

During construction, the Contractor determined that the existing 8" public sanitary sewer line that is routed under the existing main school building is active instead of abandoned in place per the City of Oakland Sewer block maps.

Potholing information and line tracing of the sewer line was requested by the design team, and was provided by the contractor on 7/17/12.

For the Design team to resolve this issue, and design an acceptable re-routing of the existing public and on-site sanitary sewer lines to ensure continuous service during construction of the proposed building and athletic fields, as well as post construction, the following tasks are required:

- 1) Research the issue.
- 2) Coordinate with Consultant team.
- 3) Prepare DSA Package.
- 4) Meet with DSA.
- 5) Prepare City of Oakland Package.
- 6) Meet with City of Oakland.

Date: August 1, 2012

LCA Project #11060

ASR #2r2

Description	A&E Fee	
Item #1 - Increment #1 Programming Services		
Carl Campos	(32 hours @ \$210/hr)	= \$6,720
Brent Randall	(148.5 hours @ \$170/hr)	= \$25,245
Lance Martin	(98 hours @ \$165/hr)	= \$15,840
Architectural Fee		= \$47,805.00
Item #2 - Increment #2 Programming Services		
Carl Campos	(24 hours @ \$210/hr)	= \$5,040
Brent Randall	(258.25 hours @ \$170/hr)	= \$43,903
Lance Martin	(76.5 hours @ \$165/hr)	= \$12,622
Architectural Fee		= \$61,565.00
Item #3 - Updated District Intrusion Alarm Standards		
Architectural Fee	(Brent Randall 2 hours @ \$170/hr)	= \$340.00
Electrical Engineering Fee	(see attached additional service request)	= 3,000.00
SUBTOTAL		\$3,340.00
Item #4 - Addendum No. 2 Work		
Architectural Fee	(Brent Randall 32 hours @ \$170/hr)	= \$5,440.00
D03 - Structural	(see attached additional service request)	= \$1,470.00
D04 - Mechanical	(see attached additional service request)	= \$1,100.00
D05 - Electrical	(see attached additional service request)	= \$1,000.00
SUBTOTAL		\$9,010.00
Item #5 - Separate DSA Application for Added Scope of Work		
Brent Randall	(32 hours @ \$170/hr)	= \$5,440
Shawn Hunter	(40 hours @ \$155/hr)	= \$6,200
Doug Schneider	(8 hours @ \$155/hr)	= \$1,240
Eddie Davis	(40 hours @ \$130/hr)	= \$5,200
Architectural Fee		= \$18,080.00
D02 - Civil	(see attached additional service request)	= \$4,000.00
D03 - Structural	(see attached additional service request)	= \$9,700.00
D04 - Mechanical	(see attached additional service request)	= \$1,800.00
D05 - Electrical	(see attached additional service request)	= \$4,000.00
D06 - Landscape	(see attached additional service request)	= \$850.00
D12 - Fire Sprinkler	(see attached additional service request)	= \$2,000.00
SUBTOTAL		\$40,430.00

SITE LAYOUT OF SCIENCE BLDG.
ELEVATION STUDY
SIZE OPTIONS OF FIELD
PLANT ADMINISTRATIVE OPTIONS

ENTRY REVISION UNITED FOR SUCCESS
UPS BACK STORAGE REVISIONS
RECONFIGURE GYM FOR CLASSROOMS
LIFE ACADEMY STORAGE REVISIONS
LIFE ACADEMY ADMIN REVISIONS

NEW HANG/CLOCK/SPEAKER EXIST. SCH.
CURRENT ROOM REVISIONS
JUMP MAKING STRIPING IN REAR

REVISED DOCUMENTS FROM DSA SET
TO GMP SET.
REVISE GMP SET TO SUBMIT AS A
SEA. GET TO DSA AFTER TRYING
TO CHANGE AS FIELD CHANGE
DIRECTIVE

Date: August 1, 2012

LCA Project #11060

ASR #2r2

Item #6 – RFI 19 Sanitary Sewer Line - Added Scope of Work

Carl Campos	(6 hours @ \$210/hr)	= \$1,260	
Shawn Hunter	(32 hours @ \$155/hr)	= \$4,960	
Architectural Fee		=	\$6,220.00
D02 - Civil	(see attached additional service request)	=	\$7,200.00
	SUBTOTAL		\$13,420.00

TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed) \$175,570.00

Thank you,

	<u>8/1/12</u>		
<u>Carl Campos, CEO</u>	Date	<u>OUSD</u>	Date
LCA Architects Inc.		Authorization of Additional Services indicated.	

Attachments:

Item #3

- ACEE Add Service Request dated 2/17/12 (2 pages)
- AON letter dated 1/9/12 (3 pages)

Item #4

- D03.Add Services for Addendum #2.pdf (2 pages)
- D04.Add Services for Addendum #2.pdf (1 page)
- D05.Add Services for Addendum #2.pdf (2 pages)

- D03.Add Services for Increment 2 DSA Application.pdf (3 pages)
- D04.Add Services for Increment 2 DSA Application.pdf (1 page)
- D05.Add Services for Increment 2 DSA Application.pdf (2 pages)
- D06.Add Services for Increment 2 DSA Application.pdf (1 page)
- D12.Add Services for Increment 2 DSA Application.pdf (4 pages)

Item #6

- D02.Add Services for Sanitary Sewer.pdf (10 pages)

American Consulting Engineers Electrical, Inc.

1590 The Alameda Suite 200 San Jose, CA 95126 408/236-2312 Fax: 408/236-2316

INTRUSION

February 17, 2012

LCA Architects, Inc
245 Ygnacio Valley Road, Suite 200
Walnut Creek, CA 94596-4025
Attn: Carl Campos

Subject: Add Service – Intrusion Alarm - Life Academy Technical Science Bldg @ Calvin Simmons Middle School (Increment #1)
Oakland Unified School District

Dear Carl,

Thank you for considering American Consulting Engineers Electrical, Inc (ACEE) for this project. I am pleased to present this proposal to provide our electrical engineering services for additional service for the (N) Life Academy Technical Science Bldg @ Calvin Simmons Middle School.

Additional Scope of Work

Science Classroom Building

A. Intrusion Alarm System – ACEE will provide the following additional electrical services:

1. In order to comply with new OUSD district standards for Intrusion Alarm Systems, ACEE will provide complete shop drawings. The shop drawings will include all cable routing, device addresses, battery calculations, etc.

B. Fee for Design Services:

In consideration of the scope of services as outlined above, we proposed to provide the design services on a **FIXED Fee Basis**. We propose the following design fees:

1. Additional Service to provide intrusion shop drawings:	\$ 3,000
Total	\$ 3,000

Changes in overall project scope, construction management group engineering/design involvement, construction phasing, value engineering and/or substantial revisions during construction document phase will require a revised mutually acceptable fee structure.

Invoices are due and payable thirty (30) days from the statement date of receipt.

The duration of this contract shall be assumed to be twelve (12) months. Should the project exceed this time frame, the consultant's compensation shall be equitably adjusted.

In the event the project is suspended or abandoned in whole or in part for more than three (3) months, the consultant shall be compensated for all services performed prior to receipt of written notice from

ASR #2r2 | Item #3

Page 2

Add Service - Intrusion Alarm - Life Academy Technical Science Bldg @ Calvin Simmons Middle School (Increment #1)

2/17/2012

the client of such suspension or abandonment, together with all reimbursable expenses then due and all Termination expenses as specified in the termination notice.

If the project is resumed after being suspended for more than twelve months, the consultant's compensation shall be equitably adjusted.

We trust this is in agreement with your understanding of subject project and meets with your approval. Please sign and return this letter to our office as soon as possible so we may proceed. This proposal is valid for thirty (30) days.

Sincerely,



Sammy Fernandez, P. E.
Principal

SF/ft

Accepted by

Carl Campos
LCA Architects, Inc

Date _____

ASR #2r2| Item #3

FIRE
ALARM

Fire Protection Engineering

January 9, 2012

Mr. John Esposito
Project Manager
GKK/McCarthy
955 High Street
Oakland, California 94601
t: +1.510.535.7049
e: john.esposito@consultant.ousd.k12.ca.us

Re: Submittal Review
Calvin Simmons Middle School - New Science Building
Fire and Intrusion Alarm Submittal Review
Oakland Unified School District
Oakland, California
Aon FPE No. 1610003-000

Dear John,

Aon Fire Protection Engineering (Aon FPE) has reviewed the electrical and fire alarm drawings, dated December 9, 2011 as submitted by LCA Architects. Aon FPE received the drawings via email on December 13, 2011. Aon FPE reviewed Sheets E0.1, E2.1, E3.1, E3.2, E3.3, E3.4, E4.1, E4.2, E4.3, E4.4, E6.2, E7.3, and FA0.1 through FA4.2. The submittal was reviewed for general conformance with the 2010 edition of NFPA 72 with California Amendments, the 2010 editions of the California Building Code (CBC), California Fire Code (CFC), California Electrical Code (CEC), Division of the State Architect (DSA) requirements, and Oakland Unified School District (OUSD) Fire and Intrusion Alarm Standards. Based on our review, we offer the following comments for your consideration:

1. Sheet FA0.1. Project description Note No. 3 does not accurately describe the scope of work. The Simplex 4100 is existing. Revise as appropriate.
2. Sheet FA0.1. The applicable codes reference incorrect editions. Revise as appropriate.
3. Sheet FA0.1. The Operation Matrix does not indicate elevator safety functions or fire/smoke damper closure. Revise as appropriate.
4. Sheet FA1.1. The site plan does not show locations of exterior audible alarms, PIV, detector check valves, and waterflow indicators required by DSA guidelines. Revise as appropriate.

5. Sheet FA2.1. The Boys and Girls Restrooms each show two heat detectors. Simplex addressable heat detectors are listed for 60-foot spacing. One heat detector in each restroom should be sufficient unless ceiling obstructions exist. Reevaluate and revise as appropriate.
6. Sheet FA2.2. No initiating devices are associated with the fire/smoke dampers. Provide appropriate smoke detection in accordance with CBC Section 716.3.3.2 to close the fire/smoke dampers.
7. Sheet FA2.2. Door E101 at the elevator requires a magnetic hold open that is not shown. Revise as required.
8. Sheet FA2.2. The new RPS located in Storage Room 104C requires interface wiring to the existing Simplex 4100 (Type T cable) that is not shown. Revise as required.
9. Sheet FA2.2. Sheet Notes 9 and 10 related to the PIV and backflow preventer are not shown on the drawing. Revise as appropriate.
10. Sheet FA2.3. Aon FPE recommends relocating smoke detector M6-73 (located in the east stair) from the ceiling to a side wall to facilitate more convenient servicing of the detector.
11. Sheet FA2.4. Where used, duct smoke detectors require a remote indicator light per OUSD Standards. Revise as required.
12. Sheet FA2.4. Door E201 at the elevator requires a magnetic hold-open that is not shown. Revise as required.
13. Sheet FA2.4. Sheet Note No. 2 indicates a smoke detector; however, the symbol shown on the drawing is a heat detector. Revise as appropriate.
14. Sheet FA2.4. Aon FPE recommends relocating smoke detector M6-92 (located in the west stair) from the ceiling to a side wall to facilitate more convenient servicing of the detector.
15. Sheet FA2.4. No initiating devices are associated with the fire/smoke dampers. Provide appropriate smoke detection in accordance with CBC Section 716.3.3.2 to close the fire/smoke dampers.
16. Sheet FA2.4. The Simplex TrueAlert™ Addressable Controller (RPS) has only three output channels. Floor plans and riser diagram indicate four outputs. Revise the riser and the design as appropriate.
17. Sheet FA3.2. The standby and alarm loads shown for the existing 4100-3101, IDNet modules are incorrect. The values shown are for the device loads only. Revise the calculation as appropriate.
18. Sheet FA3.2. A standby battery calculation for the Simplex TrueAlert™ Addressable Controller is not shown. Revise as required.

19. General Comment. OUSD Standards required a list of labels for all addressable devices and notification appliances that is not provided. Revise as required.
20. General Comment. Aon FPE recommends using relay modules at power panels S1 and S2 to provide a global fire/smoke damper closure rather than local relay modules at each fire/smoke damper.

Intrusion Alarm Review Comments:

21. Sheets E4.1 and E4.2. The motion detectors should be relocated and/or repositioned in the Classroom and Lab, to detect intrusion from the perimeter openings (windows)
22. Sheets E4.1 and E4.2. The motion detectors should be relocated and/or repositioned in the corridor to detect intrusion along the length of the corridor
23. Sheets E4.3 and E4.4. Motion detectors are not recommended in rooms with perimeter openings located above the ground level. Motion detectors should be provided in the Second Floor corridor.
24. Sheet E4. The roof access hatch should be provided with a door contact switch instead of a motion detector.
25. Sheet E7.3. The directions to the Contractor indicated in Security Riser Notes No. 8, 10, and 13 related to battery calculations, shop drawings and power supplies, should be provided by the Consultant, not the Contractor. Revise the design per OUSD Standards.
26. General Comment. OUSD Standards require a detailed intrusion alarm construction drawing. The submittal provides only device locations. Revise as required.

The submittal is not acceptable.

Sincerely,

Aon Fire Protection Engineering Corporation



David M. Secoda
david.secoda@aon.com
+1.925.827.5858

cc: Al Anderson, OUSD al.anderson@consultant.ousd.k12.ca.us
Saya Nhim, OUSD saya.nhim@consultant.ousd.k12.ca.us

DMS:MED/ds10

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CUSTODIAL
SPACE



May 3, 2012

Mr. Brent Randall
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Project: Calvin Simmons School Campus Modernization
Oakland, CA
KPW Proposal No. 11P305

Subject: ASR #3 District Changes to Addendum #2

Dear Brent:

Per your request, we are providing you with this fee proposal for the subject project

As noted, the District made some changes that they wanted incorporated into Addendum 2. We modified our design to incorporate those changes. The hours noted below reflect the efforts to incorporate those changes.

Scope:

Convert Rm.101 into a custodial space with a mop sink, and change Rm.105 into a custodial office without a mop sink. Required modification of curbs, depression of slabs, coordinating with architectural and mechanical designs, creating drawings for distribution.

Name	Title	Rate	Hours	Total
John Westphal	Principal	\$180/hr	3	\$ 540
Robert Le	Project Engineer	\$150/hr	4	\$ 600
Pavel Levitskiy	CAD	\$110/hr	3	\$ 330
Total				\$1,470

We will bill you on a monthly basis. These invoices will include charges for percent completion

Please sign and return to the office as authorized.

Very truly yours,

KPW Structural Engineers, Inc.

John Westphal, SE 4575

Principal

Accepted,

LCA Architects

By: _____

Date: _____



HOURLY RATES SCHEDULE

<u>TITLE</u>	<u>RATE</u>
Principal	\$180 / hr
Associate	\$170 / hr
Senior Structural Engineer (SE License)	\$165 / hr
Structural Engineer (SE License)	\$160 / hr
Project Engineer (PE License)	\$150 / hr
Staff Engineer	\$135 / hr
Drafting	\$110 / hr
Administrative	\$ 55 / hr

January 2012

ASR #2r2 | Item #4

CUSTOMER

American Consulting Engineers Electrical, Inc.

1590 The Alameda Suite 200 San Jose, CA 95126 408/236-2312 Fax: 408/236-2316

May 3, 2012

LCA Architects, Inc.
245 Ygnacio Valley Road, Suite 200
Walnut Creek, CA 94596-4025
Attn: Carl Campos

Subject: Add Service for Addendum #2 @ Calvin Simmons Middle School
Oakland Unified School District

Dear Carl,

Thank you for considering American Consulting Engineers Electrical, Inc (ACEE) for this project. I am pleased to present this proposal to provide our electrical engineering add services for additional services for Addendum #2 @ Calvin Simmons Middle School. The scope of work for the additional service is to provide revisions to rooms requested by the district.

Electrical Scope of Work

A. Electrical Design – ACEE will provide the following electrical services:

1. Custodial Room #105 to be converted to a Custodial Office. Provide additional GFCI Receptacles, Intercom Handsets, Telephone/Data Outlets, and Clock/Speakers as required for conversion. Revise electrical panel schedules accordingly.
2. Storage Room #101 to be converted to Custodial Room. Provide additional GFCI Receptacles as required. Revise the room's smoke detector to a heat detector and adjust the Fire Alarm Riser Diagram accordingly.

B. Fee for Design Services:

In consideration of the scope of services as outlined above, we proposed to provide the design services on a Fixed Fee Basis. We propose the following design fees:

Design & Engineering	<u>\$1,000</u>
Total	\$1,000

Changes in overall project scope, construction management group engineering/design involvement, construction phasing, value engineering and/or substantial revisions during construction document phase will require a revised mutually acceptable fee structure.

Reimbursable normally associated with project (such as printing and delivery) will be billed at cost, plus 15%, in addition to our professional fees. The amount of any excise gross receipt's tax that may be imposed shall be added to the fee listed.

ASR #2r2 | Item #4

Page 2
Add Services for Addendum #2 @ Calvin Simmons Middle School
5/3/2012

Invoices are due and payable thirty (30) days from the statement date of receipt.

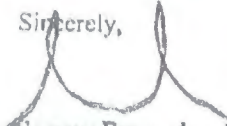
The duration of this contract shall be assumed to be twelve (12) months. Should the project exceed this time frame, the consultant's compensation shall be equitably adjusted.

In the event the project is suspended or abandoned in whole or in part for more than three (3) months, the consultant shall be compensated for all services performed prior to receipt of written notice from the client of such suspension or abandonment, together with all reimbursable expenses then due and all Termination expenses as specified in the termination notice.

If the project is resumed after being suspended for more than twelve months, the consultant's compensation shall be equitably adjusted.

We trust this is in agreement with your understanding of subject project and meets with your approval. Please sign and return this letter to our office as soon as possible so we may proceed. This proposal is valid for thirty (30) days.

Sincerely,



Sammy Fernandez, P. E.
Principal

SF/ñ

Accepted by

Carl Campos
LCA Architects, Inc.

Date _____



July 16, 2012

Mr. Brent Randall
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596
(925) 944-1626

RE: Additional Service Request for Professional Services related to the Calvin Simmons Project Site – 2101 35th Avenue, Oakland, California 94601 – Increments 1 and 2.

Dear Mr. Randall:

CaliChi Design Group ("CDG" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to LCA Architects, Inc. ("LCA" or "the Client") to provide civil engineering and associated services for the above-referenced project ("The Project").

This additional service request is based on email correspondence with the Client on July 12, 2012, and the Consultant's experience working on similar projects.

Please note: ~~TASKS THAT HAVE ALREADY BEEN AUTHORIZED ARE CROSSED OUT.~~

PROJECT UNDERSTANDING

The Oakland Unified School District is proposing to design and construct a new Career Technical Science Building, having an approximate square footage of seven thousand five hundred (7,500) square feet, on the Calvin Simmons Middle School Site. The proposed building has been designed and approved through the Division of the State Architect (DSA); however it was done so for a different project location and must be submitted and approved again.

Increment 1 will include the new 2-story Career Technical Science Building, emergency fire access and curb cut closure, possibly a 2nd floor enclosed corridor between the new building and an existing building to the north, and the required off-site improvements to serve the proposed building with utilities. The scope of work will include submitting for a P-Job Permit through the City of Oakland for utility connections in the Public Right of Way (ROW) and any changes to the curb cuts on 35th Avenue.

Increment 2 will include modernization of existing buildings, a new artificial turf soccer field, demolition of existing portable classroom buildings, the reconfiguring of a trash enclosure and site entry gates, a new staff parking lot and an exterior covered walkway along the new soccer field.

ASR #2r2 | Item #5



CALICHI
CALICHI DESIGN GROUP

CALICHI DESIGN GROUP

Page | 2

SLBE / LBE Status:

CaliChi is currently certified by the City of Oakland as Small Local Business Entity (SLBE).

SCOPE OF SERVICES

Task 1 – Schematic Design (SD) (13%)

Increment 1 & 2: Already authorized.

Task 2 – Design Development (DD) (15%)

Increment 1 & 2: Already authorized.

Task 3 – Construction Documents (45%)

Increment 1 & 2: Already authorized.

Task 4 – DSA Approval and Bidding Assistance (5%)

Increment 1 & 2: Already authorized.

Task 5 – Construction Administration Assistance (20%)

Increment 1 & 2: Already authorized.

Task 6 – Close-Out Documentation and Coordination (2%)

Increment 1 & 2: Already authorized.

Task 7 – Phase 2 DSA Re-submittal

to DSA as a separate project. Under the scope of this Task, CDG shall revise the project titleblock and re-submit wet stamped and signed drawings to the Client for submission to DSA.

Additional Services

Any services not specifically and expressly listed in the tasks above may be completed on an hourly basis under this Task. 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. As an alternate option, the Client has the option to renegotiate lump sum fees for additional consulting services. Some potential Additional Services that CDG is capable of providing include:

- Due Diligence
- Environmental Review / Studies and Phase 1 or 2 Environmental Site Assessment (ESA)
- Cost Estimating

ASR #2r2 | Item #5



CALICHI
ARCHITECTS INC.

CALICHI DESIGN GROUP

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- Topographic Survey, Boundary Survey, and Existing Utility Research / Coordination
- Traffic Signal Design and / or Traffic Impact Studies
- Dry Utility Design
- Retaining Wall, Screen Wall, and/or Sound Barrier Design
- Landscape Architecture
- Certifications
- Legal review of documents

Information Provided By Client

CDG shall rely on the completeness and accuracy of all information provided by the Client. The following information shall be provided by the Client:

- Signed agreement
- An electronic copy of the revised Title Blocks in AutoCAD 2004 or newer.
- 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. We recognize the aggressive schedule of Increment 1 and we are ready and willing to meet the provided submittal deadlines.

Use of Information

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 Agreement 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 terms "the Client" and "LCA" shall refer to LCA Architects Inc.

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Method of Compensation: *Professional Services related to the Life Academy High School Project Site – 2101 35th Avenue, Oakland, California 94601 – Increments 1 and 2.*

Task	Task Description	Increment 1 Labor Fee	Increment 2 Labor Fee	Fee Type
1	Schematic Design (13%)	\$4,160	\$6,142	Lump Sum
2	Design Development (15%)	\$4,800	\$7,088	Lump Sum
3	Construction Documents (45%)	\$14,400	\$21,262	Lump Sum
4	DSA Approval and Bidding Assistance (5%)	\$1,600	\$2,362	Lump Sum
5	Construction Administration Assistance (20%)	\$6,400	\$9,450	Lump Sum
6	Close-Out Documentation and Coordination (2%)	\$640	\$945	Lump Sum
7	Phase 2 DSA Re-Submittal	N/A	\$4,000	Lump Sum
Total		\$0	\$4,000	Lump Sum

The fees listed above are Lump Sum and will be invoiced monthly based upon the percent complete of tasks as of the invoice date. Reasonable direct reimbursable expenses such as express delivery services, travel expenses, and other direct expenses are included in the sums listed above. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within sixty (60) days of Client's receipt of each invoice.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below and return the other to us electronically or by mail. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact CDG if you have any questions.

CLIENT

CaliChi Design Group

BY: _____
TITLE: _____
DATE: _____

BY: Reco V. Prianto, P.E., LEED AP
TITLE: Principal
DATE: 07/16/2012

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CALICHI DESIGN GROUP
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses are included in the lump sum totals.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within thirty (30) days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within thirty (30) days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.



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CALICHI DESIGN GROUP

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(c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has sixty (60) days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

party by a written notice, with a copy to the other party, in accordance with the terms hereof through no fault of the terminating party, or upon thirty (30) days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries professional liability insurance and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

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(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) Hazardous Substances and Conditions.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

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C
CHICAGO, IL

DENVER, CO

FINDLAY, OH

D
LOS ANGELES, CA
JULY 16, 2012

OAKLAND, CA

SACRAMENTO, CA



CALICHI
CALICHI DESIGN GROUP

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(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Illinois. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

C
CHICAGO, IL

DENVER, CO

FINDLAY, OH

LOS ANGELES, CA
JULY 16, 2012

OAKLAND, CA

SACRAMENTO, CA

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July 13, 2012

Brent Randall
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Project: Phase 1B & 2, Separate DSA Application No.,
Calvin Simmons
Oakland, CA
KPW Proposal No. 12P268

Subject: Fee proposal to provide structural engineering services

Dear Brent:

Per your request, we are providing this fee proposal.

This fee proposal is based on your email of Thursday, July 12, and our subsequent telephone conversations.

We understand the project scope includes the following:

- A. Provide separate submittal to DSA under a new project application for Phase 1B and 2 of the Calvin Simmons School Modernization project.
 - 1. Update title block per LCA
 - 2. Provide new specifications
 - 3. Provide new Test and Inspection form
 - 4. Reformat structural calculations for stand-alone project
- B. DSA Review and Backcheck
- C. C/A for this stand alone project, including reviews of submittals, RFI's, DSA 5 forms, site visits, project closeout, etc.

We propose to provide the structural design for the lump sum fee of \$9,700 with breakdowns by phase as follows:

DSA Submittal Package	\$3,950
DSA Backcheck	\$3,250
C/A	\$2,500

Reimbursables will be invoiced in addition to the lump sum fee, and include drawing plots at a rate of \$19.65/plot, overnight and courier expenses.

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130 Webster Street, Suite 200, Oakland, California 94607 T 510.208.3300 F 510.208.3303 www.kpwae.com

Mr. Brent Randall
July 13, 2012
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This letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We are very enthusiastic about the opportunity to work with you on this project and look forward to hearing from you soon.

Very truly yours,

Accepted,

KPW Structural Engineers, Inc.

LCA Architects

A handwritten signature in black ink, appearing to read 'J. Westphal', with a long horizontal line extending to the right.

John Westphal, SE 4575

Principal

By: _____

Date: _____

Attachment -- Standard Terms & Conditions



HOURLY RATES SCHEDULE

<u>TITLE</u>	<u>RATE</u>
Principal	\$180 / hr
Associate	\$170 / hr
Senior Structural Engineer (SE License)	\$165 / hr
Structural Engineer (SE License)	\$160 / hr
Project Engineer (PE License)	\$150 / hr
Staff Engineer	\$135 / hr
Drafting	\$110 / hr
Administrative	\$ 55 / hr

January 2012

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American Consulting Engineers Electrical, Inc.

1590 The Alameda Suite 200 San Jose, CA 95128 408/236-2312 Fax: 408/236-2316

July 16, 2012

LCA Architects, Inc.
245 Ygnacio Valley Road, Suite 200
Walnut Creek, CA 94596-4025
Attn: Carl Campos

Subject: Add Service for Phase 1B and Phase 2 DSA Submittal @ Calvin Simmons Middle School
Oakland Unified School District

Dear Carl,

Thank you for considering American Consulting Engineers Electrical, Inc (ACEE) for this project. I am pleased to present this proposal to provide our electrical engineering add services for additional services for Phase 1B and Phase 2 DSA Submittal @ Calvin Simmons Middle School. The phase 1B and Phase 2 drawings were developed as part of Increment 2 work as an addendum to Phase 1A (Science Building). The scope of work for this additional service will be to convert the addendum drawings into a separate DSA submittal under a different DSA application number. The scope of work is as follows.

Electrical Scope of Work

A. Electrical Design – ACEE will provide the following electrical services:

1. Breaking out the drawings from the Phase 1B and Phase 2 addendum drawings into a stand alone set of drawings. Additional drawings will be added as required for the set of drawings to stand alone.
2. Provide 1 set of drawings for 1st DSA submittal
3. Review DSA comments and revise drawings as required to address DSA comments.
4. Provide final signed drawings for back check.
5. Attend DSA back check if required by the DSA comments.

B. Fee for Design Services:

In consideration of the scope of services as outlined above, we proposed to provide the design services on a Fixed Fee Basis. We propose the following design fees:

Design & Engineering	\$4,000
Total	\$4,000

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Add Service for Phase 1B and Phase 2 DSA Submittal (at Calvin Simmons Middle School)
7/16/2012

Changes in overall project scope, construction management group engineering/design involvement, construction phasing, value engineering and/or substantial revisions during construction document phase will require a revised mutually acceptable fee structure.

Reimbursable normally associated with project (such as printing and delivery) will be billed at cost, plus 15%, in addition to our professional fees. The amount of any excise gross receipt's tax that may be imposed shall be added to the fee listed.

Invoices are due and payable thirty (30) days from the statement date of receipt.

The duration of this contract shall be assumed to be twelve (12) months. Should the project exceed this time frame, the consultant's compensation shall be equitably adjusted.

In the event the project is suspended or abandoned in whole or in part for more than three (3) months, the consultant shall be compensated for all services performed prior to receipt of written notice from the client of such suspension or abandonment, together with all reimbursable expenses then due and all Termination expenses as specified in the termination notice.

If the project is resumed after being suspended for more than twelve months, the consultant's compensation shall be equitably adjusted.

We trust this is in agreement with your understanding of subject project and meets with your approval. Please sign and return this letter to our office as soon as possible so we may proceed. This proposal is valid for thirty (30) days.

Sincerely,



Sammy Fernandez, P. E.
Principal

SF/fl

Accepted by

Carl Campos
LCA Architects, Inc.

Date _____

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ADDITIONAL WORK AUTHORIZATION #01

Project Number: 4299
Date: July 16, 2012
Project Title: Calvin Simmons School – Phase 2 Application
To: Brent Randall, LCA Architects

Please be advised that we have been asked to perform work which is not in our original scope of services.

Extra Worked requested by: Brent Randall, LCA Architects
Date: July 16, 2012

SCOPE OF WORK:

- Repackage of set for DSA submittal
- Additional construction administration to address DSA requirements

FEES FOR WORK:

- | | | |
|---|-----------|---|
| <input type="checkbox"/> Fixed Rate | \$ _____ | <input type="checkbox"/> Reimbursables included in fee |
| <input checked="" type="checkbox"/> Hourly not to exceed: | \$850.00 | <input checked="" type="checkbox"/> Reimbursables not included in fee |
| <input type="checkbox"/> Hourly, no set maximum | ("T & M") | <input type="checkbox"/> We are awaiting your written authorization |
| <input checked="" type="checkbox"/> We are proceeding with this work based on your verbal authorization | | <input type="checkbox"/> prior to proceeding with this work |

Please return one signed copy of this work authorization to Gates + Associates as soon as possible. If you have questions or comments regarding this matter, please contact us at your earliest convenience.

ISSUED:

AUTHORIZATION CONFIRMED:

BY: *Linda Gates* DATE: 7-16-12 .. BY: DATE:

LINDA GATES
PARTNER

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MK2

Attachment C

Standard Billing Rates

HOURLY SERVICE RATES (Personnel to be assigned as required per contract terms.)

POSITION	RATE
Principal	\$ 175 per hour
Project Manager	\$ 160 per hour
Senior Engineer	\$ 165 per hour
Project Engineer	\$ 150 per hour
Staff Engineer	\$ 120 per hour
Senior Design Engineer	\$ 145 per hour
Project Design Engineer	\$ 135 per hour
Staff Design Engineer	\$ 125 per hour
Senior CADD	\$ 115 per hour
Project CADD	\$ 85 per hour
Project Administrator	\$ 75 per hour
Clerical	\$ 50 per hour

REIMBURSABLE EXPENSES (As required per contract terms and project.)

ITEM/CATEGORY	RATE
In House Reproduction	\$2.50 PER PRINT
In House Drawing Plots	\$9.50 PER DRAWING
Outside Consulting Services	Actual Cost + 15%
Outside Reproduction Charges	Actual Cost + 15%
Transportation (Air and/or Ground)	Actual Cost + 15%
Postage and Shipping	Actual Cost + 15%
Mileage (when using MK2 Vehicles)	\$.55 Per Mile (or current Federal Allowance)
Per Diem – (Lodging, Meals, Incidental Expense)	Per Federal GSA Standards (*Schedule of Estimated Per Diem Costs' available upon request.)
In-House Photocopy, FAX and Telephone expenses.	+ 2% of Base Contract Fee (this amount, when applicable, will be billed proportionally per invoice.)

Deposition, Hearing or Court Appearance is charged at 2 times the rate for engineering services. Half-day minimums apply.

Invoices will be submitted as agreed and are due on presentation. Unpaid bills will be considered past due after 15 days from invoice date and will be subject to a late payment charge at the rate of 1.0 percent per month, subject to a minimum charge of \$15.00 per month.

Standard Billing Rates Effective: 01, 01, 2011

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Attachment D - Page 1 of 2

Standard Contract Terms and Conditions

Definitions: The term "MK2" as used herein shall include MK2 Engineers, MK2 Engineers employees, agents and consultants, subsidiaries, successors, and assigns. The term "Client" as used herein shall include Client, Client's employees, agents, consultants, subsidiaries, successors, and assigns.

Prompt Payment: Billing is on a basis; payment is due net days from invoice date. Late charges of 1.0% per month (12% per annum) will accrue on past due invoices. Failure of the Client to make payments to MK2 in accordance with this Agreement shall be considered substantial non-performance and is sufficient cause for MK2 to either suspend or terminate services.

Additional Services: Should the Scope of Work under this agreement change, or should the Client request additional services not covered in the Scope of Work, MK2 will forward a written request for additional services to the Client. Additional services include, among others, revisions due to changes in the scope, quality or budget and those items that are not reasonably incidental to or specifically mentioned in Attachment A – Scope of Work. All additional services will be billed on a time and expense basis in accordance with MK2's then prevailing Attachment C – Standard Billing Rates.

Independent Contractors: The relationship of MK2 to Client shall at all times be that of an Independent Contractor. MK2 shall not be liable for the acts of Client or its agents in performing work, except in the case of damages or injuries caused solely by the negligence of MK2.

Project Personnel: As necessary, MK2 will furnish or subcontract for specialist and engineering personnel for the performance of this work. We reserve the right to make necessary substitutions, adaptations or part-time use of such individuals or others as required for the proper performance of work.

Document Ownership: Drawings, specifications and other documents, including those in electronic form, prepared by MK2 and MK2's consultants are instruments of service, for use solely with respect to this project. MK2 and MK2's consultants shall be deemed the authors and owners of their respective instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Existing Conditions: Inasmuch as the remodeling and/or rehabilitation of the existing building requires that certain assumptions be made regarding existing conditions, and because these assumptions are not reasonably verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, MK2 is not responsible for erroneous assumptions.

Client Provided Data: MK2 shall indicate to the Client the information needed for rendering of services hereunder. The MK2 shall be entitled to rely upon the accuracy and completeness thereof.

Indemnification: The Client shall indemnify and hold MK2 harmless from all claims, demands or liability resulting from the performance of this Agreement, except for loss caused solely by the negligence of the indemnitee.

Severability: If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

Integration: This Agreement and all attachments referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

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Attorney Fees: In any action brought to enforce any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

Suspension: If the Client suspends the project for more than 90 consecutive days, MK2 shall be compensated for expenses incurred in the interruption and resumption of MK2's services. MK2's fees for the remaining services and the time schedules shall be equitably adjusted.

Termination for Convenience: Either party may terminate this Agreement at any time with or without cause upon giving the other party ten (10) days written notice. In the event of such termination, MK2 Engineers, Inc. will be paid in accordance with this Agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.

Claims for Consequential Damages: MK2 and the Client waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. MK2's liability for all other damages shall not exceed the value of the services under this agreement.

Mediation: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of MK2's services, MK2 may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

Arbitration: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Governing Law: California law shall govern this Agreement, and any dispute arising from the relationship between the parties, including any laws that direct the application of another jurisdiction's laws.

Cost Opinions: Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilization considerations of operations and maintenance costs prepared by MK2 are supplied as a guide only. Since MK2 has no control over the cost of labor and material or over competitive bidding and market conditions, MK2 does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

Construction Support: Construction Support services performed by MK2, whether of material or work, and whether performed prior to, during or after completion of construction, shall be performed solely for the purpose of assisting in quality control and in achieving conformance with contract drawings and specifications.

Submittal Review: MK2 shall review and take appropriate action on shop drawings, product data, samples and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents.

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August 1, 2012

Mr. David Bogstad
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596
(925) 944-1626

RE: Additional Service Request for Professional Services related to the Calvin Simmons Project Site – 2101 35th Avenue, Oakland, California 94601 – Public Sewer Main Relocation.

Dear Mr. Bogstad:

CaliChi Design Group ("CDG" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to LCA Architects, Inc. ("LCA" or "the Client") to provide civil engineering and associated services for the above-referenced project ("The Project").

This additional service request is based on email correspondence with the Client on August 1, 2012, and the Consultant's experience working on similar projects.

PROJECT UNDERSTANDING

During construction, the Contractor determined that the existing 8" public sanitary sewer line that is routed under the existing main school building is active instead of abandoned in place per the City of Oakland sewer block maps. CDG requested potholing information and line tracing of the sewer line and all laterals, which was provided by the Contractor on 7/17/2012.

This Additional Service Request (ASR) is for CDG to coordinate with the Client, the District, and the City of Oakland Public Works Department to design an acceptable re-routing of the existing public and on-site sanitary sewer lines to ensure continuous service during construction of the proposed building and athletic fields, as well as post construction.

SLBE / LBE Status:

CaliChi is currently certified by the City of Oakland as Small Local Business Entity (SLBE).

SCOPE OF SERVICES

Task 1 – Public Sewer Line Relocation Coordination and Design

CDG will use the pothole and sewer line tracing information provided by the Contractor to generate two (2) schematic level options (Options A and B) as follows:

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- Option A - Develop a schematic design for the abandonment of the existing 8" public sewer line under the existing main building and relocation along the North property line and tie into the existing 27" sewer main in 35th Avenue with a new manhole. The existing on-site sanitary sewer lines that tie into the existing 8" public sewer line South of the main school building will be relocated to flow East to 35th Avenue. With this scenario the public sewer line will be removed from under the existing building.
- Option B - Develop a schematic design for the relocation of the existing 8" public sewer line in the existing concrete play area just South of the existing main building and tie into the existing 27" sewer main in 35th Avenue with a new manhole. The existing on-site sanitary sewer lines that tie into the existing 8" public sewer line will be routed through the site to connect to this new public sewer line. With this scenario the public sewer line will remain under the existing building.

The design options will need to be presented to the District, DSA, and the City of Oakland Public Works Department for coordination and comment. Once the preferred Option is selected, CDG will revise the existing Increment 1 and Increment 2 Construction Documents (CD's), as well as develop a separate set of public sewer plans for the project. These public sewer plans may include:

- (1) Cover and General Notes Sheet - Project information, abbreviations, legend, contact information, and construction notes.
- (1) Existing Conditions and Demolition Plan - The existing site topographic and surface features for the site and denote the items to be demolished, relocated, or preserved.
- (1) Plan and Profile - The Plan and Profile sheet will include a plan view and a profile view of the relocated public sewer main.
- (1) Detail and Sections Sheets - Sections and standard details specified on the plans.
- (1) Erosion Control Plan, Notes, and Details - The notes and details for the implementation of best management practices (BMPs) to control construction related runoff from the project site.

In addition, CDG will provide the following:

- Coordinate our work with the design team.
- Prepare Technical Specifications for the civil portion of the work.
- Develop or review Client-provided Opinion of Probable Construction Cost (OPCC).
- Attend a meeting with LCA at the Division of State Architect (DSA) to discuss the sewer re-alignment options.
- Attend a meeting with LCA at the City of Oakland Public Works Department to discuss the sewer re-alignment options.
- Issue up to one (1) full-size set, up to two (2) half-size sets, and electronic copies (PDF and AutoCAD 2005) of 50% Construction Documents and 90% Construction Documents to the Client for review and comment.

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- Issue up to three (3) full-size, stamped and signed sets to the Client for submission to the Division of the State Architect (DSA) at 100% Construction Documents (DSA Submittal).
- Issue up to three (3) full-size, stamped and signed sets to the City of Oakland Public Works Department at 100% Construction Documents as an addendum to the existing P-Job Permit.
- CDG will respond to up to one (1) round of comments from both DSA and the City of Oakland for revised design documents.

Any design outside the property line will be submitted as an addendum to the previously approved City of Oakland P-Job Plans. CDG will provide location and elevation but not structural design of retaining walls, if required.

Task 2 – On-Site Sanitary Sewer Coordination and Design

CDG will use the pothole and sewer line tracing information provided by the Contractor to generate revisions to the DSA approved plans. These revisions will need to be presented to the District and DSA for coordination and comment. Once the modifications are approved, CDG will revise the existing Increment 1 and Increment 2 Construction Documents (CD's) for the project and issue the changes as an addendum.

In addition, CDG will provide the following:

- Coordinate our work with the design team.
- The document changes generated for this Task will be submitted to DSA as a part of Task 1.

Task 3 – Public Sewer Approval and Bidding Assistance

CDG will provide bidding assistance for up to eight (8) hours for the following Bidding Phase Assistance:

- ~~Provide assistance with review of bids.~~

CDG will only respond to bid questions from the Architect (whom we have a contractual relationship with) to ensure that one bidder doesn't have an advantage over another.

Task 4 – Public Sewer Construction Administration Assistance

CDG will provide up to eight (8) hours of Construction Phase Services and will be limited to the following:

- Attend meetings on site to observe the construction of the civil related site work. During such visits, CDG will review the SWPPP log maintained by the Contractor. Based on our observations, CDG will inform the Client as to the progress of work, and advise the Client of any substantial visible defects in the work of the contractor that are discovered by CDG or are otherwise brought to CDG's attention.

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- Assist the Owner/Client in Civil related Requests for Information and Contractor submittals during construction.
- Prepare up to one (1) civil punch list (per Increment) prior to close-out of the project.

CDG shall not be responsible for on-site compliance with stormwater and/or erosion control regulations. Material testing and inspections are also excluded from this task. Additional site visits can be completed under a separate contract.

CDG will, if deemed appropriate, consult with and advise the Client on civil engineering items as requested, and will review product samples, catalogue data, schedules, shop drawings, tests of materials and other civil engineering-related data the contractor submits. CDG will not provide means and methods of construction to the contractor.

Task 5 – Public Sewer Close-Out Documentation and Coordination

CDG will provide up to one set of clean record drawings of horizontal civil improvements for the Public Sewer Line drawings. These drawings will be based on a single consolidated, redlined set of construction documents provided by the Contractor.

The deliverable for this task will be up to one (1) full-size bond copy, up to one (1) half-size bond copy and an electronic copy (AutoCAD 2004 and pdf) provided to the Client.

Additional Services

Any services not specifically and expressly listed in the tasks above may be completed on an hourly basis under this Task. 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. As an alternate option, the Client has the option to renegotiate lump sum fees for additional consulting services. Some potential Additional Services that CDG is capable of providing include:

- Topographic Survey, Boundary Survey, and Existing Utility Research / Coordination
- Retaining Wall, Screen Wall, and/or Sound Barrier Design
- Certifications

Information Provided By Client

CDG shall rely on the completeness and accuracy of all information provided by the Client. The following information shall be provided by the Client:

- Signed agreement
- An electronic copy of the revised Title Blocks in AutoCAD 2004 or newer.
- Any project fees due to any agency having jurisdiction.

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Schedule

CDG will provide its services in a professional manner in order to meet a mutually agreed upon schedule. We recognize the aggressive construction schedule of Phase 1 and we are ready and willing to meet the provided submittal deadlines.

Use of Information

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 Agreement 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 terms "the Client" and "LCA" shall refer to LCA Architects Inc.

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C CHICAGO, IL D DENVER, CO F FINDLAY, OH G LOS ANGELES, CA O OAKLAND, CA S SACRAMENTO, CA
AUGUST 1, 2012



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Method of Compensation: *Professional Services related to the Life Academy High School Project Site – 2101 35th Avenue, Oakland, California 94601 – Public Sewer Main Relocation.*

Task	Task Description	Phase 1 Labor Fee	Phase 2 Labor Fee	Fee Type
1	Public Sewer Line Relocation Coordination and Design	\$4,000	N/A	Lump Sum
2	On-Site Sanitary Sewer Coordination and Design	\$400	\$400	Lump Sum
3	Public Sewer Approval and Bidding Assistance	\$800	N/A	Lump Sum
4	Public Sewer Line Construction Administration Assistance	\$800	N/A	Lump Sum
5	Public Sewer Line Close-Out Documentation and Coordination	\$800	N/A	Lump Sum
Total		\$6,800.00	\$400	Lump Sum

The fees listed above are Lump Sum and will be invoiced monthly based upon the percent complete of tasks as of the invoice date. Reasonable direct reimbursable expenses such as express delivery services, travel expenses, and other direct expenses are included in the sums listed above. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within sixty (60) days of Client's receipt of each invoice.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below and return the other to us electronically or by mail. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact CDG if you have any questions.

ACCEPTED:

LCA Architects, Inc.

CaliChi Design Group

BY: _____

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

TITLE: _____

TITLE: Principal

DATE: _____

DATE: 08/01/2012

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CALICHI DESIGN GROUP STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses are included in the lump sum totals.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an

acceptable site plan, permitting conditions and directly progress through completion of the services. The Consultant's performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within thirty (30) days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within thirty (30) days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or the Client's objections will be waived, and the Invoice shall conclusively be deemed due and owing.

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ARCHITECTS & DESIGNERS

CALICHI DESIGN GROUP

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(c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has sixty (60) days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty (30) days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries professional liability insurance and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

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(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) If the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

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CHICAGO, IL

DENVER, CO

FINDLAY, OH

LOS ANGELES, CA
AUGUST 1, 2012

OAKLAND, CA

SACRAMENTO, CA



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CALICHI DESIGN GROUP

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(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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LCA PROPOSED FEE INCREASES

#1	6/8/2012	\$245,675	D&	ee Structure
#2	6/11/2012	\$175,000	D:	ee Structure (Reduced)
#3	6/21/2012	\$187,690	Ite.	Increase based on GC's Construction Cost
			Ite	Add #2 work -New clock, bell, PA System;Revision of custodian spaces.
			Ite	Revise intrusion alarm standards
#4	7/16/2012	\$186,240	Ite	Design 10 classroom addition,elevation studies, site studies, explored classrooms in gym.
			Ite	Modify classrooms, library, add bathrooms, convert teen center to classroom
			ite.	Modify fire alarm drawings to comply with new standard
			Ite.	Add #2 work - New clock, bell, PA System; Revision of custodian spaces
			Ite	Add increment 2 work to scope before bidding then revised all document for DSA. Package was rejected by DSA and revised again to submit as seperate project
#5	8/1/2012	\$175,570	Ite	Design 10 classroom addition, elevation studis, site studies, explored classrooms in gym.
			Ite	Modify classrooms, library, add bathrooms, convert teen center to classroom.
			Ite	Modify fire alarm drawings to comply with new standard
			Ite	Add #2 work - New clock bell, PA System; Revision to custodian spaces
			Ite:	Add increment 2 work to scope before bidding then revised all documentsfor DSA. Package was rejected by DSA and revised again to submit as separate project
			Ite	Increase scope of work to include Sanitary Sewer

Client#: 257

LCAARCHIT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2012

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2875
510 485-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LCA Architects, Inc.
245 Ygnacio Valley Road, #200
Walnut Creek, CA 94596

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.
INSURER B: American Automobile Ins. Co.
INSURER C: Catlin Insurance Company, Inc.
INSURER D: Hartford Underwriters Ins. Co.
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. ADD'L LTR. INSTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <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.	57SBALQ8132	05/30/12	05/30/13	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	57UECHS9127	05/30/12	05/30/13	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	57SBALQ8132	05/30/12	05/30/13	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP8098697	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
C	Other Professional Liability	AED981851212	12/01/11	12/01/12	\$2,000,000 per claim \$2,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 General Liability Excludes Claims Arising Out of the Performance of Professional Services.
 Ref: Architect and Engineering Agreement-Loving & Campos Architects (LCA)
 Calvin Simmons Improvements and Career Tech Lab-\$1,000,000.00.
 (See Attached Descriptions)

CERTIFICATE HOLDER

Oakland Unified School District
 Attn: Susie Butler-Berkley
 Contract Analyst
 955 High Street
 Oakland, CA 94601

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL IMMEDIATELY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~EXCEPT FOR POLICIES WHICH ARE CANCELLED FOR NON-PAYMENT OF PREMIUMS OR FOR OTHER REASONS SPECIFIED IN THE POLICY CONTRACT.~~
 AUTHORIZED REPRESENTATIVE
Julie La Nelson

AMENDMENT TO INDEPENDMENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	Calvin Simmons Middle School

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


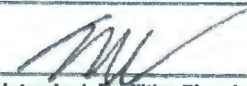

Contractor Information							
Contractor Name	Loving and Campos Architects (LCA)	Agency's Contact	Carl Campos				
OUSD Vendor ID #	1010791	Title	AOR				
Street Address	1900 Broadway Avenue, Suite 800	City	Oakland	State	CA	Zip	94621
Telephone	510-272-1080	Policy Expires	5-30-2013				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	07140						

Term			
Date Work Will Begin	10-27-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$1,199,566.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 175,570.00
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
9299, 9399, 9499, 9599, 9699	Measure B	2059901821	6215	\$175,570.00

knowledge services were not provided before a PO was issued.

	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	9-13-12		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	10-1-12		
3.	Associate Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			

Board Office Use: Legislative File Info	
File ID Number	12-0542
Committee	Facilities
Introduction Date	2-22-2012
Enactment Number	12-2521
Enactment Date	2-22-12-73

OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date February 22, 2012

Subject Amendment No.1, Independent Contractor Agreement - Loving & Campos (LCA) Architects - Calvin Simmons Improvements and Career Tech Lab Project



Action Requested Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement with Loving & Campos (LCA) Architects for Architectural Services on behalf of the District at Calvin Simmons Improvement and Career Tech Lab Project, in an amount not-to exceed \$23,360.00 increasing previous contract amount from \$1,000,636.00 to a not to exceed amount of \$1,023,996.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The District is targeting a June 2012 approval from the Division of State Architect (DSA) to secure matching funds for the Career Tech Lab at Simmons for Life Academy. This requires a very aggressive schedule that dictates a redesign for any revisions now that the design team has started construction documents.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement with Loving & Campos (LCA) Architects for Architectural Services on behalf of the District at Calvin Simmons Improvement and Career Tech Lab Project, in an amount not-to exceed \$23,360.00 increasing previous contract amount from \$1,000,636.00 to a not to exceed amount of \$1,023,996.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

GO Bond-Measure B

Attachments

- Independent Contractors Amendment including scope of work

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving and Campus Architects (LCA). OUSD entered into an Agreement with CONTRACTOR for services on October 27, 2011, 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 the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis.</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 _____ (days/weeks/months), and the amended expiration date is _____, 20____.		

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 \$23,360.00 to original contract amount		
<input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the new contract total is <u>One million, twenty-three thousand, nine hundred ninety-six dollars (\$1,023,996.00)</u>		

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

5. **Amendment History:**

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

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

6. **Approval:** This 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

Jody London
Jody London, President, Board of Education

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education

Timothy White
Timothy White, Associate Superintendent
Facilities, Planning and Management

2/23/12
Date

2/23/12
Date

SSS
Date

CONTRACTOR

[Signature]
Contractor Signature

CARL E CAMPOS
Print Name, Title

2/2/12
Date

IN341
12-0544
2-22-12

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

SCOPE OF WORK

Contractor Name: Loving & Campos Architects (LCA)

Billing Rate: Twenty-three thousand, three hundred sixty dollars and no cents (\$23,360.00)

Description of Services to be Provided

1. **Goals or Objectives**
The contractor is to provide updated plans to eliminate some administrative spaces.
 2. **Description of Services to be Provided**
The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis.
 3. **Deliverables**
List the specific things the contractor will deliver as a result of this contract. Deliverables should be quantifiable.
-



October 25, 2011

Brent Randall
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Project: District Changes – October 3, 2011
Calvin Simmons Modernization
Oakland, CA
KPW Proposal No. 11P347

Subject: Additional Service Fee proposal to provide structural engineering services

Dear Brent:

Per your email dated October 19, 2011, we understand the District has requested changes to the design. Our 50% CD submittal was posted on October 12, 2011, per your schedule.

The District changes are fairly extensive throughout the building. They require changes to the structural design, drawings, and structural calculations.

We have broken down the modifications into a list of items with estimated hours to adjust our design, drawings, and structural calculations, as follows:

Item	Description	Labor by Title		
		PIC	PE	CAD
1 & 2	Eliminate Lobby Eliminate Corridor Adjust restroom, east stairs Modify Shearwalls line 2, A, C	4	18	8
3	Flip Health Classroom with Science Lab Modify Shearwalls line 4, 3.9	1	8	4
4	Modify West Stair Add fire riser closet Modify Shearwalls line O	1	4	2
5	Modify Shearwalls line G&I	2	4	2
6	Relocate entry gate structure in plan Details unchanged	0	2	4

Mr. Brent Randall
October 25, 2011
Page 2 of 2



7	Modify dimensions of bridge structure Re-do structural analysis and connection design Revise drawings	4	12	4
8	Modify openings Line 5	0	2	2
9	Reconfigure 2 nd story restroom	0	2	2
10	Modify extents of flat roof/mansard Modify mech eqpt layout, loading Modify skylights	6	12	8
	Total Hrs	18	64	36
	Rate	\$180	\$140	\$110
	Sub-Total	\$3,240	\$8,960	\$3,960
	Total			\$16,160

We propose to provide the above noted services for the lump sum fee of \$16,160 as a supplement to our original agreement.

We understand there will be another 50% CD submittal on November 2, 2011, with 90% submittal November 23, 2011, and DSA submittal December 5, 2011. We are actively adjusting our designs currently to reflect the changes above to accommodate the aggressive schedules on this project.

We will bill you on a monthly basis. These invoices will include charges for percentage completion.

We hope you find this proposal acceptable. This letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office.

KPW Structural Engineers, Inc.

LCA Architects

John Westphal, SE 4575

Principal

By: _____

Date: _____

Board Office Use: Legislative File Info.	
File Number	11-2894
Committee	Facilities
Introduction Date	11-8-2011
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date November 16, 2011

Subject Agreement for Architectural Services - Loving & Campos Architects (LCA) - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of an Agreement for Architectural Services with Loving & Campos Architects (LCA) for Architectural and Engineering Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$1,000,636.00. The term of this Agreement shall commence on November 8, 2011 and shall conclude no later than July 1, 2013.

Background OUSD owns the Red Cross Building on International Blvd. Life Academy was relocated from the Fremont Campus to Red Cross. During the application process for a career tech lab grant the District discovered the site was not compliant with school construction standards and the students were relocated to Calvin Simmons. Funds were Board approved for constructing the lab and campus improvements at Calvin Simmons.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



OAKLAND UNIFIED
SCHOOL DISTRICT

Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of an Agreement for Architectural Services with Loving & Campos Architects (LCA) for Architectural and Engineering Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$1,000,636.00. The term of this Agreement shall commence on November 8, 2011 and shall conclude no later than July 1, 2013.

Fiscal Impact

The funding sources for this project Resource Codes: 9299, 9399 and 9499.

Attachments

- Professional Services Contract including scope of work

Key Code:

2059901820-6215

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

WITH

Loving & Campos Architects (LCA)

FOR

**Calvin Simmons Improvements and
Career Tech Lab**

September 23, 2011

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of **September 23, 2011**, between the Oakland Unified School District, a California public school district, ("District") and **Loving & Campos Architects (LCA)**. ("Architect") (both collectively "Parties"), for the following project ("Project"):

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 or 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 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 the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **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.
 - 1.1.6. **Construction 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.
 - 1.1.7. **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 the Architect's consultants, the cost of the land, rights-of-way, financing or

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

other costs which are the responsibility of the District, including construction management.

1.1.8. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.

1.1.9. **District:** The Oakland Unified School District.

1.1.10. **DSA:** The Division of the State Architect.

1.1.11. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

1.1.12. **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.

1.1.13. **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."

2.2. Architect shall provide Services that shall comply with professional architectural standards including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, the California Code of Regulations, including the California Green Building Standards Code, effective 01/01/2011, and other amendments. All persons providing professional services hereunder shall be properly licensed as required by California law.

2.3. The District intends to award the Project to contractor(s) pursuant to a competitive bid process and a construction manager and/or contractor(s) may provide input to the Architect on the constructability and design features of the Project.

2.4. Architect acknowledges that all California public school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:

2.4.1. A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs,

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	Calvin Simmons Middle School
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 Architects (LCA)	Agency's Contact	Carl Campos		
OUSD Vendor ID #	I010791	Title	AOR		
Street Address	1900 Broadway Avenue, Suite 800	City	Oakland	State	CA
Telephone	510-272-1060	Policy Expires	5-30-2014		
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 #	07140				

Term			
Date Work Will Begin	10-27-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$1,289,986.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 17,680.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	2059003821	6215	\$17,680.00

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	Fax 510-535-7082
1.	Accounting Manager		
		Date Approved	7/8/13
2.	General Counsel, Department of Facilities Planning and Management		
		Date Approved	7/16/13
3.	Associate Superintendent, Facilities Planning and Management		
		Date Approved	7/8/13
4.	President, Board of Education		
	Signature	Date Approved	