

Board Office Use: Legislative File Info.	
File ID Number	12-2473
Committee	Facilities
Introduction Date	October 10, 2012
Enactment Number	12-2557
Enactment Date	10/10/12 OA



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date October 10, 2012

Subject Amendment No. 2, Architect and Engineer Contract- Loving & Campos Architects (LCA)- Laurel CDC Building Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 2, Architect and Engineering Contract with Loving & Campos Architects (LCA) for A/E Services on behalf of the District at Laurel CDC Building Replacement Project, in an amount not-to exceed \$58,950.00 increasing previous contract amount from \$347,567.00 to a not to exceed amount of \$406,517.00 and revising the end date from December 17, 2009 through December 31, 2013 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Previous bid results exceeded the approved budget. The overall scope includes a new CDC building to replace the existing portables including classrooms, restrooms, kitchen, utility rooms, offices, artificial turf play field and site improvements to support the new CDC.

Local Business Participation Percentage 30.00%

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. 2, Architect and Engineering Contract with Loving & Campos Architects (LCA) for A/E Services on behalf of the District at Laurel CDC Building Replacement Project, in an amount not-to exceed \$58,950.00 increasing previous contract amount from \$347,567.00 to a not to exceed amount of \$406,517.00 and revising the end date from December 17, 2009 through December 31, 2013 to December 31, 2014. 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



Community Schools, Thriving Students

Agreement for Professional Services EK

AMENDMENT NO. 2 TO A/E CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving & Campos (LCA). OUSD entered into an Agreement with CONTRACTOR for services on December 16, 2009, 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 to provide re-design services incorporating several cost saving revisions, coordinate Division of State Architect plan review and prepare documents to re-bid the Laurel CDC Replacement project. Significant scope revisions include reduction in the total number of classrooms from five to four, simplification of the trash enclosure design, deletion of conduits slated for future use and several miscellaneous revisions.
2. Terms (duration): [] The term of the contract is unchanged. [X] The term of the contract has changed.
If term is changed: The contract term is extended by an additional One year, and the amended expiration date is December 31, 2014.
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 \$58,950.00 to original contract amount
[] Decrease of \$_____ to original contract amount
and the new contract total is Four hundred six thousand, five hundred seventeen dollars and no cents (\$406,517.00)

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:

Table with 4 columns: No., Date, General Description of Reason for Amendment, Amount of Increase (Decrease). Row 1: 1, 6-27-2012, The scope include preparation of a separate set of construction bid documents (Phase #1) for the new Play Structure for Laurel Elementary School to set site ready for New Laurel Child Development Center in Phase No. 2. Scope also includes bid and construction administration services., \$14,567.00

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.

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1331
1272 AUC 30 A 1
PLANNING
DEPARTMENT

Contract No.

P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Jody London
Jody London, President, Board of Education

10/10/12
Date

[Signature]
Contractor Signature

8-30-12
Date

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

10/10/12
Date
Date

DAVID BOGSTAD, PRESIDENT
Print Name, Title

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

[Signature]
Date

File ID Number: 12-2475
Introduction Date: 10/10/12
Enactment Number: 12-2551
Enactment Date: 10/10/12
By: [Signature]

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Fifty-eight thousand, nine hundred fifty dollars and no cents (\$58,950.00)

D

1. **Description of Services to be Provided**

To provide additional Architect and Engineering Services for the Laurel CDC Replacement.

2. **Specific Outcomes:**

Provide an updated CDC for the students and staff.

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

X Ensure a high quality instructional core	0 Prepare students for success in college and careers
X Develop social, emotional and physical health	X Safe, healthy and supportive schools
S Create equitable opportunities for learning	0 Accountable for quality
0 High quality and effective instruction	0 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 8-31-2012
 Susie Butler-Berkley
 Contract Analyst

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Laurel CDC Replacement** ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION NO: **3r1**

OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **July 25, 2012**

TO: **Loving & Campos Architects Inc.** ARCHITECT'S PROJECT NO: **09005**
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax

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 / Mary Ledezma**

Subject: **Scope reductions**

Here is the background for our add services request:

The design team has been requested to reduce the project scope per the Scope Reduction Worksheet dated 7/18/2012. This scope reduction was requested after the project was initiated by the District to DSA previously approved plans and District program. We are requesting additional services.

Description	A&E Fee
Architectural Coordination	= \$26,850.00
Structural Coordination	= \$8,500.00
Civil Coordination	= \$4,750.00
Mechanical Coordination	= \$7,200.00
Electrical Coordination	= \$5,150.00
Landscape Coordination	= \$6,500.00
TOTAL ADDITIONAL SERVICE REQUEST	\$58,950.00

Thank you,



Carl Campos, CEO
LCA Architects Inc.

Date

OUSD

Date

Authorization of Additional Services indicated.

Attachments:

- Laurel CDC - OUSD Approved Scope Reductions FINAL List issued to LCA on 7/18/2012
- Laurel CDC Bioswale Integration Revised 7/18/12

245 Ygnacio Valley Road, Suite 200 • Walnut Creek, CA 94596 • 925. 944. 1626 • FAX 925. 944. 1666

Laurel CDC - OUSD Approved Scope Reductions

FINAL List issued to LCA on 7/18/2012

	Proposed Scope Deletions	Comments	Saylor's cost savings	notes/comments
1	Delete Classroom #5		(\$360,000)	
	Add decomposed granite and raised planter at deleted classroom #5.			
2	Add Hose Bib and Handsink.		\$30,000	
	Delete CMU & Metal Roofing Construction for Trash Enclosure & redesign to Chainlinked enclosure without a roof		(\$50,000)	
3	Delete Empty Conduits Designed for future Portables		(\$25,000)	
4	Reduce Planting (change spacing from 12" to 18")		(\$20,000)	
5	Delete Window & Door Switches on EMS system		(\$15,000)	
6	Replace adult-size toilets in classroom with child-size		\$0	
7	Add exterior drinking fountain to serve exterior play yard		\$5,000	
8	Add exterior hand sink to serve exterior play yard		\$2,000	
9	Remove full-height doors to classroom restrooms		(\$8,000)	
10	Add warm water service to all classroom lavatories (8 total)		\$10,000	
11	Revise Bioswale to integrate with CDC play area		\$20,000	
	Total Estimated Savings		(\$411,000)	
	Items to Remain			
13	Window dormers (facing north) to remain	Per LCA, deletion of north facing window dormers will impact quality of natural lighting substantially; LCA recommends Kalwal translucent skylights inlieu of dormer windows		
14	Metal roofing to remain	Per LCA, cool roof for T-24 compliance not available w/ shingle system		
15	Artificial Turf Play Field to Remain	LCA recommends deductive bid alternate for Asphalt		
16	600A Transformer & Switchgear location to Remain on Patterson Street	Per LCA, 600A is required which is only available off Patterson Street; recommend no change		

AMENDMENT TO ARCHITECT AND ENGINEER CONTRACT ROUTING FORM

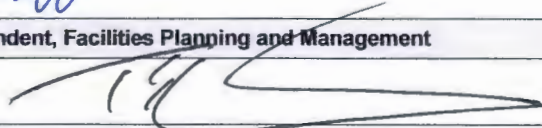
Project Information			
Project Name	Laurel CDC Building Replacement	Site	Laurel CDC
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including 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 & Campos Architects (LCA)	Agency's Contact	David Bogstad		
OUSD Vendor ID #	I010791	Title	Project Manager		
Street Address	245 Ygnacio Valley Road	City	Walnut Creek	State	CA Zip 94596
Telephone	925-944-1626	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 #	07027				

Term			
Date Work Will Begin	12-17-2009	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$406,517.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 58,950.00
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	8209901832	6235	\$58,950.00

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	510-879-8389 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	9-4-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	9.7.12
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	12-1799
Committee	Facilities
Introduction Date	6-27-2012
Enactment Number	12-1841
Enactment Date	6/27/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date June 27, 2012

Subject Amendment No. 1, Independent Consultant Agreement - Loving & Campos (LCA) Architects- Laurel CDC Building Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Loving & Campos (LCA) Architects for Design Services on behalf of the District at Laurel CDC Building Replacement project in an amount not-to exceed \$14,567.00 increasing previous contract amount from \$333,000.00 to a not to exceed amount of \$347,567.00 and revising the end date from December 17, 2009 through December 31, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The new Laurel CDC (Phase #2) will replace the existing CDC portables. The play structure needs to be built in a different spot inside the playground to get the site ready for the new CDC.

Local Business Participation Percentage 30.00%

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. 1, Independent Consultant Agreement with Loving & Campos (LCA) Architects for Design Services on behalf of the District at Laurel CDC Building Replacement project in an amount not-to exceed \$14,567.00 increasing previous contract amount from \$333,000.00 to a not to exceed amount of \$347,567.00 and revising the end date from December 17, 2009 through December 31, 2011 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



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving & Campos Architects (LCA). OUSD entered into an Agreement with CONTRACTOR for services on December 16, 2009, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: The scope include preparation of a separate set of construction bid documents (Phase #1) for the new Play Structure for Laurel Elementary School to set site ready for New Laurel Child Development Center in Phase No. 2. Scope also includes bid and construction administration services.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>Two years</u>, and the amended expiration date is <u>December 31, 2013</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$14,567.00</u> to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Three hundred forty-seven thousand, five hundred sixty-seven dollars and no cents (\$347,567.00)</u></p>			

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

5. **Amendment History:**

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

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

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

Jody London, President, Board of Education Date 6/28/12

Contractor Signature Date 6/13/12

Edgar Rakestraw, Jr., Secretary
 Board of Education Date 6/28/12

DAVID BOGSTAD, PRESIDENT
 Print Name, Title

Timothy White, Associate Superintendent
 Facilities, Planning and Management Date 6/28/12

File ID Number: 12-1799
 Introduction Date: 6/27/12
 Enactment Number: 12-1841
 Enactment Date: 6/27/12
 By: [Signature]

EXHIBIT "A" Scope of Work

Contractor Name: Loving and Campos Architects (LCA)

Billing Rate: Fourteen thousand, five hundred sixty-seven dollars and no cents (\$14,567.00)

Description of Services to be Provided

1. Description of Services to be Provided

Additional architectural design services

2. Specific Outcomes:

New play structure area for the Laurel Child Development Center

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 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 type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input checked="" type="checkbox"/> Full service community district

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: Laurel CDC Replacement ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION NO: 2r2
OWNER: Oakland Unified School District DATE OF ISSUANCE: May 15, 2012
TO: Loving & Campos Architects Inc. ARCHITECT'S PROJECT NO: 09005
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax

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 / Mrs. Mary Ledezma
Subject: Play Structure

Here is the background for our add services request:

The design team has been requested to produce a separate set of drawings and specs for the Southern Play Structure of Laurel Children's Center. Furthermore, LCA Architects and their consultant team will be required to have these drawings and specifications reviewed and approved by DSA. As this was requested after the project was initiated by the District, we are requesting additional services.

Description	A&E Fee
Architectural Coordination (37.5 hours at \$160/hr)	\$6,000.00
Landscape Architect Coordination	\$4,567.00
Civil Engineer Coordination	\$4,000.00
TOTAL ADDITIONAL SERVICE REQUEST	\$14,567.00

Thank you,


David Bogstad, President
LCA Architects Inc.

5/15/12
Date

OUSD Date
Authorization of Additional Services indicated.

GATES
ASSOCIATES

4671 CROW CANYON ROAD SAN RAFAEL, CALIFORNIA 94503 T 925.736.8176 F 925.838.6901 www.gates.com

WORK AUTHORIZATION #02

Date: April 11, 2012
Project Title: Laurel Children's Center -- New Play Area Project Number: P 4080
To: LCA Architects Attention: David Bogstead
245 Ygnacio Valley Road
Walnut Creek, Ca 94596

SCOPE OF WORK:

District directed revisions to South Play Area, including break out of South Play Area into separate submittal package.

Submittal #1: Changes to 100% CD set (Addendum 1) for new play structure in South Play Area (old play structure not viable for re-use per District), play structure options 1 and 2 provided. Includes changes to layout plan, dimension plan, specs and coordination with play structure manufacturer and District.

Submittal #1: \$1,200

Submittal #2: Creation of separate set for South Play Area only. Includes new cover sheet, layout plan, dimension plan, details and modification to specs to show south play area and its new play structures, options 1 and 2.

Submittal #2: \$2,000

Submittal #3: Modification to Submittal #2 to include access to site, involving existing chain link fence protection and reestablishment, new chain link fence, protection of existing planting area and irrigation line and removal of option 2 play structure from set. Revisions to layout plan, dimension plan, add additional detail for chain link fence.

Submittal #3: \$1,950

Bid review: Respond to RFI and prepare addendum as needed.

Bid review: \$500

Construction Administration: Respond to RFI and provide 2 site visits for punch and final punch review.

Construction Administration: \$1000

Total: ~~\$6,650~~

Note that scope of work includes only 2 site visits during the Construction administration phase only. Additional submittals dealing with significant changes to new play area are not a part of this Scope.

\$4567
SEE REVISED LCA PROPOSAL
DATED 5-15-12
M. LEONETTI

- Laurel New Play Ar

Revised May 7, 2012
April 11, 2012
Project No. 210045 994

Shawn Hunter
Project Designer
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925/ 944-1624 Fax: 925/ 944-1666

RE: LAUREL CDC -- PLAY STRUCTURE CONSTRUCTION DOCUMENTS
ADDITIONAL SERVICE REQUEST

Dear Shawn,

This letter is our revised amendment to the original agreement dated March 4, 2010 for the above referenced project.

The following scope of work is included in this amendment:

- ◆ Coordination with Client and Design Team.
- ◆ Revise Demolition Plans.
- ◆ Revise Utility Plans.
- ◆ Revise Grading and Drainage Plans.

*\$ 7000
SEE REVISED LCA
PROPOSAL
DATED 5-15-12
FL 120671A*

Our additional services will be provided for the sum of ~~\$6,800~~ (Six Thousand Eight Hundred Dollars) and will be performed under the provisions of our current contract.

If this proposal meets with your approval, please return one signed copy of this letter to our Sunnyvale office as your authorization to proceed

Very truly yours

Approved

SANDIS

LCA ARCHITECTS

Bruce Chu
Associate Principal

By: _____

Title: _____

Date: _____

SGY/bch

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Laurel CDC Building Replacement	Site	Laurel CDC
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 & Campos (LCA) Architects	Agency's Contact	David Bogstad				
OUUSD Vendor ID #	I010791	Title	Project Manager				
Street Address	245 Ygnacio Valley Road	City	Walnut Creek	State	CA	Zip	94596
Telephone	925-944-1626	Policy Expires	5-30-2013				
Contractor History	Previously been an OUUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUUSD Project #	07027						

Term			
Date Work Will Begin	12-17-2009	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	\$347,567.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 14,567.00
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	8209901831	6215	\$14,567.00

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		6-13-12	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved		6-14-12	
3.	Associate Superintendent, Facilities Planning and Management				
	Signature 	Date Approved			
4.	President, Board of Education				
	Signature	Date Approved			

but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of our Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to provide design services for the Laurel CDC Replacement project. Building design is to include a complete renovation to the existing new CDC building. Building will be approximately 6,500 square feet with 17 classrooms spaces, restrooms, custodial space, and office administration space. Scope will include site improvements necessary to support the new building. Project is to be designed to achieve CHPS certification and this contract includes \$15,000.00 for CHPS processing and documentation. Scope also includes 3rd party estimates during the design phase. Project also includes interim housing portables during the construction of the new building. Contract includes \$30,000.00 for reimbursable expenses.

LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business: 20% , Small Business 10% = Total 30%

FISCAL IMPACT

The funding source for this project is General Obligation Bond - Measure B.

RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement between District and Loving and Campos Architect, Inc. (LCA) for Design Services at Laurel CDC Replacement Project in an amount not to exceed \$333,000.00. The term of this Agreement shall commence on December 17, 2009 and shall conclude upon completion of the desired services described herein, but no later than December 31, 2011.

Key code: 3200001830

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

LOVING AND CAMPOS ARCHITECTS, INC. (LCA)

FOR

Architectural and Engineering Services
Laurel CDC Replacement Project
Project No. 07027

OAKLAND UNIFIED SCHOOL DISTRICT

October 30, 2009

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601 (hereafter "District") and Loving and Campos Architect, Inc. (LCA), 1970 Broadway Street, Suite 600, Oakland, CA 94612 (hereafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional Architectural and Engineering services for Laurel CDC Replacement Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

- 1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services
- 1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses
- 1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality
- 1.1.1.4 Appendix D, Consultant's Billing Rates and Direct Costs

1.1.2 **Work:** The entirety of the work to be done in providing the District with the architectural consulting services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

2 Term of the Agreement

2.1 The term of this Agreement shall commence on December 17, 2009 and shall conclude upon completion of the desired services described herein, but no later than December 31, 2011.

3 Services Consultant Agrees to Perform

3.1 Consultant must achieve the Work described in Appendix A, attached hereto and incorporated by reference as though fully set forth herein. Unless specifically accepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A and all work of each activity within the times specified.

3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix B.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all Deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.
- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8. Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this

Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.

- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor, Payment of Taxes and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance

policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California

- 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance
 - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.
 - 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
 - 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverages above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
- 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12. Suspension of Work

- 12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be affected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13. Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

- 13.2.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.2.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information, which may be owned or controlled by District, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing it in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601

To Consultant: Carl Campos
Loving and Campos Architect, Inc. (LCA)
1970 Broadway Street, Suite 600
Oakland, CA 94612

17 Ownership of Results Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18. Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analysis or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work for a period of at least five years following final completion and acceptance of the Plan.

19. Subcontracting Assignment Interest

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20. Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21. Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22. This Agreement shall be deemed to have been executed in Alameda County. The laws of the State of California, excluding its conflict of laws rules, shall govern the formation, interpretation and performance of this Agreement. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Law

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement, Modifications of Agreement

24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix B, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultants has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

CONSULTANT, Loving and Campos Architect, Inc. (LCA)

By:  Dated: 11/4/09
Title: CEO

OAKLAND UNIFIED SCHOOL DISTRICT

By:  Dated: 12/17/09
Noel Gallo, President, Board of Education

By:  Dated: 12/17/09
Edgar Rakesraw, Jr., District Secretary

By:  Dated: 11/25
Timothy F. White,
Assistant Superintendent of Facilities, Planning and Management,
Buildings & Grounds and Custodial Services

Approved as to form:

 Dated: 11.25.09
Cate Boskoff, Facilities Counsel

Attachments: Appendix A
Appendix B
Appendix C
Appendix D

Consultant: Loving and Campos Architect, Inc. (LCA)
School: Laurel Elementary CDC
Funding: General Obligation Bond - Measure B

APPENDIX A

Scope of Services:

Consultant will provide professional architectural and engineering services pertaining to Laurel CDC Replacement Project

1. Design Services
2. Complete Renovation of the existing new CDC building
3. Site improvements
4. Designed for CHPS certification

Scope of Work:

1. SCOPE OF WORK:
 - 1.1 Project shall be developed and designed to meet the current professional standards regarding interpretation of all applicable and most current codes, laws, regulations and professional standards.
 - 1.2 Consultant shall not, unless otherwise permitted in writing by District, propose or recommend any design, which has the effect of shifting design responsibilities from Consultant to contractor (or any other entity) through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.
 - 1.3 Consultant shall not, unless otherwise permitted in writing by District, specify unique, innovative, proprietary or sole source equipment, systems or materials.
 - 1.4 Consultant design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. Consultant shall meet with representatives of the District's operations and maintenance personnel to review, comment and participate in Consultant's design. The Consultant shall exercise its professional judgment respecting all ultimate design decisions.
 - 1.5 **Initial Planning Phase (New Construction/Additions only):**
 - 1.5.1 Assist District in the preparation of architectural programming for the Project to define scope, size, cost, space relationship and site development, as requested by District.
 - 1.5.2 Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.
 - 1.5.3 Consultant shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.
 - 1.5.4 Consultant shall advise District in securing easements, encroachment permits, right of ways, dedications, infrastructures, and road improvements and coordinating with utilities and adjacent property owners.
 - 1.6 **Schematic Design Phase:**
 - 1.6.1 Consultant shall review any diagrammatic program guidelines furnished by the District to ascertain the requirements of the Project, shall review the understanding of such requirements with the District and shall finalize the program and scope of work with the District and school site representative.

- 1.6.2 Consultant shall prepare schematic design studies and site utilization plans leading to a recommended solution based on meetings with site personnel and District project manager.
- 1.6.3 Consultant shall research, assemble, review and supplement information for Project including, but not limited to, field measurements as required to verify existing drawing information or ADA compliance reports, existing design data, existing structural capabilities as it pertains to scope of work, existing mechanical capabilities, and existing electrical capabilities.
- 1.6.4 Consultant shall prepare preliminary plans, schematic drawings, and phasing plans showing the scale and relationship of the components of the Project. Consultant shall prepare the plot plan development of the site and the proposed architectural concept of the buildings, incorporating the educational program and the functional requirements of the District. Such drawings and plans shall meet the requirements of the State Department of Education regulations and guidelines, and shall be prepared in such form as may be submitted to the State Department of Education for approval. Such drawings and plans shall show in single-line drawings all rooms incorporated in each building in the Project, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project.
- 1.6.5 If directed by the District at the time of approval of modernization documents, the documents shall be prepared so that portions of the Project may be performed under separate modernization contract, or so that modernization of certain buildings, facilities, or other portions of the Project may be deferred. The District recognizes that there are additional costs incurred by the creation of separate document packages. Consultant and District agree to negotiate in good faith a fair and reasonable compensation to the Consultant if District selects to have documents prepared so that portions of the Project may be performed under separate modernization contract or deferred as described in this section.
- 1.6.6 Consultant shall submit a preliminary cost estimate, in the format required by the District, which shall verify that the proposed scope of work is within the approved budget. If Consultant perceives site considerations, which render the Project cost prohibitive, Consultant shall disclose such conditions in writing to District immediately.
- 1.6.7 The District shall provide the Consultant with record drawings ("as built drawings") and surveys in its possession to assist the Consultant in determining the proper location of all improvements on existing sites. Consultant shall verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey of the site conditions, including the roofs of buildings where work on roofs is to occur.
- 1.7 **Design Development Phase:**
- 1.7.1 Upon approval by the District of the services set forth in Paragraph 1.6 above, Consultant shall prepare design development documents consisting of site plans, floor plans, elevations, and any other documents and drawings sufficient to fix and describe the size and character of the Project's materials, quantities, categories of work, structural systems, mechanical systems, electrical systems, types and makeup of materials, and outline specifications.
- 1.7.2 Consultant shall prepare an updated estimate of probable construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the design development documents.
- 1.7.3 Consultant shall prepare a timetable for completion of the Project.
- 1.7.4 Consultant shall use its best professional efforts to interpret applicable ADA requirements and California law to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of law.

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- 1.7.5 Consultant shall be required to attend meetings with the project team, consisting of the principal, District project manager, site committee, community and others as designated by the District to finalize design intent and desires of the District.
- 1.7.6 Consultant may be required to attend meetings of the School Board, as required by District.
- 1.7.7 Consultant shall provide a color schedule of all materials and selections of textures, finishes, and other matters requiring an aesthetic decision at this phase of the Project for District's review and approval.
- 1.8 **Construction Documents Phase:**
- 1.8.1 Upon approval by the District of the services set forth in Paragraph 1.7 above, Consultant shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of the Work. The final working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical systems and utility service connection equipment and site work.
- 1.8.2 District shall specify the final construction budget at the commencement of the construction documents phase. Should it become evident that the total construction cost will exceed the construction budget, Consultant shall at once present a statement in writing to District setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.
- 1.8.3 Consultant shall recommend alternates to reasonably provide competitive bids and phasing plans to accommodate facilities occupied during the construction phase.
- 1.8.4 Final working drawings and specifications must be in such a form as will enable Consultant and District to secure the required permits and approvals from the Division of the State Architect and for the District to obtain, by competitive bidding, a responsive and responsible bid. The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Consultant.
- 1.8.5 District shall review, study and check final working drawings and specifications presented to it by Consultant. Consultant shall make all District-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval. Changes shall be made at no additional cost to District unless such changes are inconsistent with previous written direction provided by the District, as evidenced by written documentation from the District showing such inconsistency. Consultant shall bring any such conflicts and/or inconsistencies to the attention of the District by a writing to such effect.
- 1.8.6 Consultant shall provide copies of final working drawings and specifications as required by federal, state, regional and local agencies concerned with the Project, including the State Department of Education and the Division of the State Architect.
- 1.8.7 Consultant shall apply for and obtain required approvals from the Division of the State Architect and all other applicable governmental agencies, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities. Consultant shall cause drawings and specifications to conform to applicable requirements of law – local, regional, and state – and to the requirements of the State Department of Education and Division of the State Architect with regard to structural safety, earthquake safety, fire life safety, and access compliance. Consultant shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.
- 1.9 **Bid Phase:**
- 1.9.1 If so required by District, Consultant shall assist District in completion of construction bid documents, including, but not limited to, Advertisement for Bids, Information to

Bidders, Bid Forms (including Alternate Bids as requested by District), Bonds, General Conditions, Special Conditions, form of Agreement, Disabled Veteran Business Enterprise preference forms, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District. At the time of delivery of the completed construction documents, Consultant shall provide District with its final written itemized estimate of probable construction costs.

- 1.9.2 Consultant shall provide one set of reproducible construction documents either to District or to the District's designated alternate location, or Consultant shall distribute plans and specifications and maintain bidders' list as directed by District. All reproduction for Consultant's own purposes, including but not limited to in-house reproduction, reproduction for engineering consultants, and computer drawing plotting shall be at no additional cost to District.
- 1.9.3 Consultant shall conduct no more than two (2) pre-bid walks with potential bidders.
- 1.9.4 If the lowest responsive bid exceeds the final construction budget by more than ten percent (10%), District may request Consultant to amend the final drawings and specifications and conduct additional pre-bid walks, at no additional expense to District, to re-bid the Project so that bids are within ten percent (10%) of the final construction budget.

1.10 **Construction Phase:**

- 1.10.1 Observation of the work executed from the construction documents shall be in person by Consultant.
- 1.10.2 Consultant shall provide general administration of the Project as detailed in the scope of services.
- 1.10.3 The construction phase shall commence with the Notice to Proceed to the contractor, and will terminate upon written recommendation by Consultant for final payment on the prime contract, approval by the District that the Project is complete, and with filing of a Notice of Completion with the County Recorder.

2. **SCOPE OF SERVICES:**

- 2.1 District employs Consultant as an Architect pursuant to Government Code Section 53060 to perform the necessary professional services of this Agreement. Consultant represents that Consultant is fully licensed, qualified and willing to perform the services required by this Agreement, and that it has the special training, skill and expertise necessary to design, supervise the project development and provide contract administration for the construction of the Work. Consultant represents that it will at all times act with the District's best interest in mind. Consultant shall name a specific person who is fully licensed to practice as an architect in the State of California to be the designated Consultant's project manager, subject to the approval of the District. The designated architect shall maintain personal oversight of the project and act as principal contact for all parties involved in the Project. Any change in the designated architect shall be subject to the approval of the District.
- 2.2 Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work of this Agreement.
- 2.3 Consultant shall engage all the appropriate architects, engineers, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of all parties engaged by the Consultant for the execution of the Work of this Agreement. Consultant shall notify District of the identity of all parties engaged for the Project prior to the commencement of their work. Consultant shall fully coordinate all architects, engineers and other parties involved in completing the Work. The objective of this

- coordination is to provide a complete, comprehensive and workable design in which the work of Consultant and each of its subconsultants is properly interfaced and coordinated with regard to details and systems.
- 2.4 All engineers, architects and other parties engaged to provide services for this Agreement shall be required to show evidence of a policy of professional liability insurance, if commercially available, meeting the same requirements as those required of Consultant in this Agreement.
- 2.5 Consultant shall promptly obtain written District approval of assignment and/or reassignment or replacement of such architects, engineers or other parties engaged for the work of this Agreement or of other staff changes of key personnel working on the Project. Any changes in Consultant's Project representatives and staff for the Project shall be subject to the approval of the District.
- 2.6 All architects, engineers, draftspersons, clerical personnel and others engaged to perform services under this Agreement shall be retained by Consultant at Consultant's sole expense.
- 2.7 Consultant shall coordinate its work, if required, with the work of the District's separately contracted hazardous materials consultants. Such coordination shall not impose on Consultant any responsibility for the work of the hazardous materials consultant. Consultant shall, however, consider the work of the hazardous materials consultant in development of construction phasing, overall cost estimates, design scope, and product specifications.
- 2.8 Consultant shall provide District with a copy of all written communications and submittals to third parties regarding the Project.
- 2.9 **Construction of the Project:** Consultant shall provide general administration of the Construction Documents, including, but not limited to, the following: The Architect's responsibility to Provide Basic Services for the Construction Phase under this agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the Final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under other terms of this agreement. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor, which shall not be unreasonable withheld. The Architect shall be a representative and shall advise and consult with the Owner (1) during until the final payment to the contractor is due, and (2) as an Additional Service at the Direction from time to time during the correction period in the Contract for Construction. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written agreement.
- 2.9.1 Attend a pre-construction meeting with all interested parties.
- 2.9.2 Conduct site visits as often as necessary and appropriate to the stage of construction, but at least one visit per week, to observe the contractor's work for conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and contractor's schedule.
- 2.9.3 Conduct site visits to communicate and observe the activities of the Project Inspector, who is mutually acceptable to Consultant and District, and employed by District. Consultant shall direct the Project Inspector and/or contractor and coordinate in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines.
- 2.9.4 Cause engineers and other parties engaged for the work to observe the work completed under their disciplines as required, and approve and review all test results for conformance with the original approved documents for their portion of the Work.
- 2.9.5 Make regular reports as may be required by the applicable federal, state, regional or local agencies.
- 2.9.6 Attend all construction meetings and provide written reports to the District, as requested, after each construction meeting to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than one meeting per week unless specifically directed otherwise by the District.

- 2.9.7 Make written reports as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problem, and progress of the work.
- 2.9.8 Keep records of construction progress and time schedules and advise contractor and District of any deviations from the time schedule, which could delay timely completion of the Project.
- 2.9.9 Check and process, in a timely manner, all required material and test reports and report to the Division of the State Architect, the contractor and the District any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.
- 2.9.10 Review and respond in a timely manner, but in no case in excess of ten (10) calendar days, to all schedules, submittals, shop drawings, samples, and other submissions of the contractor for compliance with design and specifications, and to ensure timely completion of the work.
- 2.9.11 Review and respond to all Requests for Information (RFIs) in a timely manner, but in no case in excess of five (5) calendar days.
- 2.9.12 Promptly reject, as confirmed with District, any work or materials, which do not conform to the Construction Documents and notify District in writing of such rejection.
- 2.9.13 Consult with District with regard to substitution of materials, equipment, and laboratory reports thereof prior to the final approval of such substitutions by District in writing.
- 2.9.14 Consultant shall prepare all documents and/or drawings made necessary by errors or omissions on the part of the Consultant or Consultant's subconsultants at no additional cost to District.
- 2.9.15 Evaluate and notify District, in a timely manner and in writing, of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project. Written notification may be by way of providing District with a copy of such request. Consultant shall not order contractors to make any changes affecting contract price without approval by the District of a written change order request.
- 2.9.16 Examine, verify and approve contractor's monthly application for payment and issue certificates for payment for work and materials approved by the Project Inspector which reflect Consultant's and District's recommendations as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.
- 2.9.17 Provide technical direction and interpret Contract Documents for Project Inspectors, conduct a review of the daily inspection reports submitted by Project Inspectors, and issue such recommendations to the District as the evaluation of the report data indicates necessary to insure that all work strictly complies with the requirements of the Contract Documents.
- 2.9.18 Render prompt advice to District on claims, disputes, and other matters in question between the contractor and District relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 2.9.19 Analyze and advise the District as to acceptability of test reports, methods, materials, equipment and systems.
- 2.9.20 In conjunction with District, determine date of completion.
- 2.10 **Construction Close-out:**
 - 2.10.1 After being notified that the Project is nearing completion, Consultant shall prepare the punchlist(s), incorporating all comments from Project Inspector, principal, and District project manager. Consultant shall participate in the final review of the Project and review completion of punchlist items. Consultant shall notify contractor in writing, with copies to District, that all deficiencies and punchlist items must be corrected prior to acceptance of the Project and final payment.
 - 2.10.2 Review materials assembled by contractor and deliver to District complete written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings

- ("as built") and any other materials required from the contractors in accordance with the Contract Documents.
- 2.10.3 Make further review necessary to issue Consultant's Notice of Completion and final certificate for payment.
 - 2.10.4 Cause Consultant's subconsultants to file required documentation with governmental agencies necessary to close out Project.
 - 2.10.5 Assist District in fulfilling requirements of authorities and funding agencies relative to disbursements made under the construction contract for the Project.
 - 2.10.6 Procure permits and coordinate all regulatory authorities as necessary to procure approvals and assure compliance with applicable laws.
 - 2.10.7 Prepare and submit such periodic reports as may be required, including but not limited to Form SSS-6A/E to the Department of General Services, Division of the State Architect.
 - 2.10.8 Prepare and/or furnish all documents necessary for final approval and/or acceptance to the Division of the State Architect. Obtain final Division of State Architect certification of compliance with regulations and or such other approval or certification as may be normal for the Project as contemplated by this Agreement, including requirements of the State of California, Department of Education, Office of Public School Construction, State Allocation Board, or any other governmental agency or lending authority having jurisdiction over the Project.
 - 2.10.9 On approval by District, Consultant shall forward to District two sets of plans and specifications corrected to "as built" conditions by the Contractor and reviewed by the Consultant for accuracy. Consultant shall also deliver a computer file in TIFF format of the same document at a minimum 300 d.p.i. resolution. The Consultant shall also deliver two sets of the original DSA approved plans and specifications in original word processing and CAD file format. If Record drawings are required by the District, the plans and specifications shall be provided to the District in a computer file in a format designated by District. District shall be provided with a computer file in TIFF format containing the plans and specifications of the Consultant or other subconsultants on the Project.
 - 2.10.10 Assist in the start-up, testing and placing in operation special equipment and systems.
- 2.11 **District Responsibilities**
- 2.11.1 Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project.
 - 2.11.2 Depending upon the scope of the Project, furnish Consultant with, or direct Consultant to procure at District expense a survey of the Project site preparation by a registered civil engineer or surveyor and any other record documents which shall indicate existing structures, land features, improvements sewer, gas, electrical and utility lines, topographical information and boundary dimensions of the site. District shall provide or direct Consultant to provide a soils investigation report and geological report, if required by law and by the scope of work.
 - 2.11.3 Appoint and pay, upon mutual agreement with Consultant, a Project Inspector as provided by state law. Said Project Inspector shall be qualified and approved by Consultant and the Division of the State Architect, shall be under the direction of Consultant, and shall be responsible to, and act in accordance with, the policies of District. Administration by Consultant shall be in addition to continuous inspection of Project Inspector.
 - 2.11.4 Assist in distribution of plans and specifications and conduct the opening of bids.
 - 2.11.5 Furnish surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.
 - 2.11.6 Retain a testing service for materials and inspection as required by Title 21 of the California Code of Regulation.

- 2.11.7 Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.
- 2.11.8 Designate a representative to act as liaison between Consultant and District in administration of the Agreement and the Construction Documents.
- 2.11.9 Review all documents submitted by Consultant, including change orders and other matters requiring District's Governing Board approval. Advise Consultant of decisions pertaining to such documents within a reasonable time after submission.
- 2.11.10 Notify Consultant of any deficiencies in material or workmanship that become apparent during contractor's warranty period.
- 2.11.11 Furnish such legal advice and services as may be required in the opinion of the District to protect District's interest in Project.
- 2.11.12 Nothing in this Agreement nor any act or failure to act on the part of the District shall be construed as a waiver of a claim by District for any defects or deficiencies in the drawings and/or specifications, or of the construction supervision required of Consultant.
- 2.12 Consultant shall be paid by District on a monthly basis, based upon percentage of work completed as defined in fee breakdown included in Appendix B. In order to receive payment, Consultant shall present an invoice for approval by District's project manager or representative.
- 2.13 For all invoices or statements from Consultant for additional services or billings based on hourly fees, Consultant shall present an itemized detailed accounting for all hours incurred.
- 2.14 Consultant shall be liable for any damages and costs incurred by, and any claims against, District that result from Consultant's negligence in performance of this Agreement. Additionally, Consultant shall not be paid a fee for work required due to Consultant's negligence or the negligence of Consultant's subconsultants engaged to provide services under this Agreement. Consultant shall familiarize himself/herself with actual condition of the site and buildings by conducting a physical examination of the premises, including any roofs, crawlspaces or attics where work of the contract is scheduled to occur.

3. ADDITIONAL SERVICES:

For the purposes of this Agreement, "Additional Services" shall mean those services, which exceed the scope of Basic Services to accomplish the Scope of Work outlined above. Prior to rendering any such services, Consultant shall advise District if it believes the services constitute Additional Services, and shall proceed with such services only after written approval from District. Consultant shall be compensated for Additional Services at the quoted hourly rates set forth in Appendix D. The following services shall be considered extra services:

- 3.1 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.
- 3.2 Property surveys, engineering surveys and staking, to the extent not required by other provisions of this Agreement.
- 3.3 Preparing to serve or serving on behalf of the District as an expert witness in connection with any arbitration, administrative or other proceeding, or legal proceeding.
- 3.4 Services to verify accuracy of geotechnical reports.
- 3.5 Services related to the selection of moveable furniture and equipment.
- 3.6 Services caused by the delinquency, default or insolvency of the contractor or by major defects in the work of the contractor in the performance of the construction contract, provided that such services made necessary by the failure of Consultant to detect and report such matters shall not be compensated.
- 3.7 Observation of repairs of damages to structure.
- 3.8 Providing additional insurance coverage requested by District beyond that specified in this Agreement. Consultant shall comply with this request and insurance shall be provided at Consultant's cost.

All work required as a result of any failure on the part of Consultant to perform its obligations under this Agreement shall be performed by Consultant at no additional cost to District and shall not be deemed to be Additional Services.

End of Appendix A

APPENDIX B

1. COMPENSATION AND PAYMENT

1.1 As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a Not-to-exceed amount **three hundred thirty-three thousand dollars and no cents (\$333,000.00)**, including all reimbursables, based on billing rates outlined below. The total amount of the fee is \$233,000.00, which is a negotiated fee between the District and the Consultant. The total Consultant fee shall be increased only after both parties have entered into properly assumed modifications to this Agreement.

1.2 A separate invoice shall be submitted for payment. Invoices should not be submitted in periods more frequent than monthly. The accumulated amount shall not exceed the percentage of completion of the services as estimated by the Consultant and approved by District. All invoices shall be accompanied by a District Form "Consultant Invoice and Status Report".

2. PERFORMANCE

2.1 Payments for services shall be made in accordance with a schedule of completion as follows:

Schematic Design Phase: Preliminary investigation and schematic design, including submittals	13%	\$37,440.00
Design Development Phase: Preparation of design development drawings based upon approved preliminary submittal	15%	\$43,200.00
Construction Documents Phase: Preparation of contract based upon approved design development submittal	45%	\$129,600.00
Bidding and Public Agency Approval Phase: Service during bid phase and agency approvals	5%	\$14,400.00
Construction Phase: Contract administration services during construction	30%	\$57,600.00
Closeout Phase: Services provided during construction closeout	2%	\$5,760.00
Reimbursables		\$25,000.00
Agency Fees		\$5,000.00
CHPS Processing		\$15,000.00
Total	100.00%	\$333,000.00

3. ADDITIONAL PROVISIONS

The Consultant shall, at no additional cost to District, make any changes in approved plans and specifications necessary to obtain a responsible and responsive bid, which is acceptable to, and within the cost standards established by District.

The Consultant shall not perform or receive payment for extra cost services of this contract without specific prior written approval of District.

Consultant's compensation shall be based upon the negotiated contract compensation amount, with payment to be made in accordance with the above noted schedule. The parties understand and agree that the negotiated contract price may be increased by an amount to be negotiated between the parties to cover additive change orders, or the negotiated contract price may be decreased by an amount to be negotiated between the parties cover deductive change orders. The parties agreed to use their best efforts to negotiate a reasonable increase or decrease in the contract price, in the event that the scope of work for the design services is changed.

The final five percent (5%) of Consultant's fee for the construction project Closeout phase shall be retained by District until final acceptance of the project by District and delivery from Consultant of all closeout items, inclusive of those required by all governing agencies.

4. REIMBURSABLE EXPENSES

Reimbursable Expenses requiring approval (written or verbal) by the District prior to charging for reimbursement include, but are not limited to, the following:

Travel expenses for airfare, reasonable lodging and car rental.

Regulatory agency and permit-filing fees that are specific to the Project.

Unique presentation or printed material only and specifically as requested by District, including presentation models, mylar/reproducible sets, additional District check sets, and presentation supplies beyond that which the Consultant typically uses.

Mileage beyond a 50 mile radius of Consultant's office, in connection with the performance of Basic and/or Additional Services, at the Federal rate for mileage reimbursement at the time of this Agreement.

Postage or delivery service for printed documents.

Express/overnight mailings.

Expenses incurred by the Consultant which are not Reimbursable Expenses include, but are not limited to the following:

Printing and reproduction expense for Consultant and sub-consultant for coordination, submission to agencies having jurisdiction, check sets or reviews, concept drawings and presentation working models.

Deliverables for each phase of the Work: 3 full size copies of all required drawings and outline specifications at completion of Schematic Design and Design Development phases; 3 copies of half-sized plans, along with specifications and calculations, at 75% completion of Construction Document phase; 3 full size copies of plans, specifications and calculations at 100% Construction Document phase; 3 full size plans and specifications to District and 1 full size record set for Division of the State Architect at DSA approval phase; and Original project construction documents, 1 set of record prints and electronic disks at Project Closeout Phase.

Photographs

Office supplies, labels, postage stamps, local phone calls.

Clerical support.

Computer hardware and software.

Long-distance telephone calls.

Facsimile transmissions.

All CAD costs, including plotting and operations costs.

Invoices submitted by the Consultant for Reimbursable Expenses shall include the following:

All invoices shall clearly indicate dollar value, purpose of charge, recipients, and any authorization if necessary for each separate expense.

All invoices for Reimbursable Expenses shall be at cost of service, and shall not include a mark-up or surcharge beyond the cost of service and any applicable taxes.

Consultant shall ensure that all sub-consultants adhere to the above reimbursable expense requirements while rendering services for the purposes of this Agreement.

5. ADDITIONAL SERVICES

Consultant shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by the District:

Five percent (5%) of the cost of furnishings, equipment, or other articles incorporated in the Contract Documents by Consultant and not included in the cost of the Work.

Special sub-consultants, prior approval of which is required, shall be paid at a multiple of 1.05 times the amount billed to Consultant for services, or the equivalent of a five percent (5%) markup.

End of Appendix B

APPENDIX C

Project Schedule

The consultant shall complete the scope of services and deliver to the Owner all documents, reports and other deliverables per the following schedule:

Description	Start Date	Completion
Scoping	12-15-2009	2-19-2010
Schematic Design	2-19-2010	4-23-2010
Design Development	4-23-2010	6-25-2010
Construction Documents	6-25-2010	9-24-2010
Building Department Review	9-27-2010	1-3-2011
Bidding	1-10-2011	2-14-2011
Construction Closeout	2-14-2011	12-5-2011

Project Budget

The budget established for the entire project scope of work is not to exceed \$333,000.00. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget. The consultant understands and agrees that consultant's compensation amount is a sum that is negotiated between District and consultant and such amount is not calculated based upon the overall Project Budget.

Statement of Confidentiality

This Confidentiality agreement is between Loving and Campos Architect, Inc. (LCA) (hereinafter referred to as "Consultant") and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of architectural and engineering services pertaining to the Laurel CDC Replacement Project.

Consultant agrees to keep confidential and not disclose to anyone other than the Superintendent, his/her designee, and authorized personnel in the District's Facilities Planning and Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work, to the extent allowed by law. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed and this agreement does not create any interest expectation in any work to be performed.

..... Date:

..... Date:

..... Date:

..... Date:

..... Date:

End of Appendix C.

Consultant's Billing Rates and Direct Costs:

Hourly Rates:

Consultant shall be compensated for basic services and additional services at the following hourly rates as set forth below:

Description	Hourly Rate
Principal	\$210.00
Principal Emeritus	\$210.00
Associate	\$190.00
Project Manager	\$190.00
Project Architect	\$135.00 to \$175.00
Quality Control Manager	\$190.00
Specifications Writer	\$190.00
Job Costum	\$110.00 to \$125.00
Designer	\$90.00 to \$135.00
CAD Tech	\$90.00 to \$135.00
Project Coordinator	\$95.00 to \$130.00
Administration Research, Presentations	\$90.00 to \$105.00
Clerical	\$105.00
Perspectiv., Sketches and Renderings, Visual Simulations	On a Per Drawing Basis
Architectural Animation	\$150.00/hr
Expert Witness	\$500.00/hr
Mileage	\$0.55 per mile
Overtime	If overtime is required by staff, to meet a customer's timing request, additional hourly fee charges may apply. California employment law will apply.

End of Appendix D

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 11/04/09
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 Loving & Campos Associates Architects, Inc. dba LCA Architects, Inc 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURER A: Hartford Casualty Insurance Co. INSURER B: American Automobile Ins. Co. INSURER C: New Hampshire Ins. Co. 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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBALQ8132	05/30/09	05/30/10	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 - 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	05/30/09	05/30/10	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	57SBALQ8132	05/30/09	05/30/10	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WP80969790	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> JOH <input type="checkbox"/> LIMITS <input type="checkbox"/> FP 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	8760235	12/01/08	12/01/09	\$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: Laurel CDC Replacement Project / Project No. 07027.

(See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Butler-Berkley Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

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., Additional Insureds When Required By Written Contract, Written Agreement Or Permit, Subsection f. Any Other Party of the Business Liability Coverage Form, Form No. SS 00 00.

***ADDITIONAL INSUREDS PER POLICY FORM WORDING:** Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives.

Insurance is primary per policy form.

A Waiver of Subrogation applies to Workers' Compensation.

Insurer: Hartford Casualty Insurance Co.
Insured: Living Concepts Architects, Inc. dba LCA Architects, Inc.
Policy Number: STSSAL03132
Policy Period: 07/01/19 - 06/30/20

Additional Insured: (b)(1)(ii) United School District, et. 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 debts 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.

Insured: Loving Camp & Architects, Inc. dba LCA Architects, Inc.

Insurer: Hartford Underwriters Ins. Co.

Policy Number: 571 ECHS0127

Policy Period: 05/30/99 - 05/30/00

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 provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V - DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

15. WAIVER OF SUBROGATION - We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: [redacted]
Insurer: [redacted]
Policy Number: [redacted]
Policy Effective Date: [redacted]
Additional Insured:

DO NOT WRITE NAME OF ADDITIONAL INSURED HERE. ONLY FOR ORGANIZATIONS CONTROLLED BY THE
Subcontractor, Independent Contractor, Employee, Agent, or Other Representative.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard," but only if:

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."

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

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

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

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: LCA Architects, Inc.

Policy Number: STUELHS3127

Policy Effective Dates: 1/2012

Additional Insured:

SCHEDULE NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS CONT'D: Oakland Unified School District
its Directors, Officers, Employees, Agents and Representatives

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are "insureds"
 - c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0302)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION - We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured LCA Architects inc
Policy Number WZP80998697
Effective Date 01/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District
Attention: Susie Butler-Berkley
Department of Facilities Planning & Mgmt
35 High Street

Ref: OUSD Laurel CDC Building Replacement /Amendment No. 1 SCHEDULE NAME OF
ADDITIONAL PERSON(S) OR ORGANIZATIONS CONT'D. Oakland Unified School District,
its Directors, Officers, Employees, Agents and Representatives

Countersigned by Michael Cis
Authorized Representative