

Board Office Use: Legislative File Info.	
File ID Number	11-2766
Committee	Facilities
Introduction Date	10-18-2011
Enactment Number	11-2342
Enactment Date	10-26-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Training Students.

Memo

To Board of Education

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

Board Meeting Date October 26, 2011

Subject Amendment No. 10, Professional Services Facilities Contract - Loving & Campos Architects (LCA)- Oakland High School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 10, Professional Services Facilities Contract with Loving & Campos Architects (LCA) for Architectural Services on behalf of the District at Oakland High School Modernization Project, in an amount not-to exceed \$91,840.00 increasing previous contract amount from \$1,827,277.00 to a not to exceed amount of \$1,919,117.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Restrooms were not included in the original design of Building G. After discussions with the site staff and review with the Facilities Department, it was determined that Building G would need restrooms.

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

Approval by the Board of Education of Amendment No. 10, Professional Services Facilities Contract with Loving & Campos Architects (LCA) for Architectural Services on behalf of the District at Oakland High School Modernization Project, in an amount not-to exceed \$91,840.00 increasing previous contract amount from \$1,827,277.00 to a not to exceed amount of \$1,919,117.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

3049901812-6215

AMENDMENT NO10 TO PROFESSIONAL SERVICES 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 July 9, 2007, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional construction administration and additional design services to provide restrooms for Building G that were not incorporated into the original design of the project.</u></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>Eighteen months (days/weeks/months)</u>, <u>and the amended expiration date is December 31, 2012.</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>\$91,840.00</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>One million, nine hundred nineteen thousand, one hundred seventeen dollars and no cents (\$1,919,117.00)</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:**

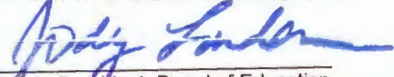
There are no previous amendments to this Agreement. This contract has previously been amended as follows:

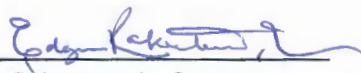
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	8-27-2008	The scope of the project is to provide added work due to an increase in Construction Cost change associated with the recent cost estimate. The original project budget cost of \$8,400,000.00 is now increased to \$17,778,496.00 as per extensive site and school program investigation, in conjunction with site administration. OUSD Facilities Director and Assistant Superintendent were briefed by Project Senior Designer and Project Manager from Loving & Campos, whose recommendation along with OUSD Project Manager's was accepted to proceed with Option 4 (see attached) for optimal site improvements. The new OPSC fee coupled with the new design costs requires additional funding from the District and a revised overall increase, per a District requested change in scope.	\$741,407.00
2	11-19-2008	The scope of the project consists of replacement of various HVAC system which includes the basic services include heating, ventilating and air conditioning design services, and plumbing design. Schematic Phase: perform a mechanical load analysis, and determine space allotments for mechanical equipment. Design Development Phase: prepare diagrammatic plans and outline specifications encompassing building plumbing, heating, ventilation, and air conditioning systems per a District requested change in scope.	\$40,460.00
3	April 8, 2009	The scope of the project is to address reimbursable expenses that need to be billed as part of contract in lieu of separate billings, per the attached proposal dated January 21, 2009. As per previous consultation with Facilities Counsel; this is the same issue that required reimbursement for	\$100,000.00


		Additional Service Request for the Oakland High School Mechanical Repair Project, due to a District request.	
4	4-8-2009	The scope of the project is for the consultant increased costs are for the additional work required to submit Building G package as a separate increment to Division of State Architect (DSA), due to a District requested change.	\$18,000.00
5	9-9-2009	The scope of the project is for the consultant increased costs are for the additional work required to submit the design package for CHPS verifications. As part of the requirements, an acoustical analysis and report is required, per proposal dated March 13, 2009, which is attached and forms an integral part of this contract.	\$13,540.00
6	8-12-2009	The scope of the project is to provide additional structural services to include separating the project into 2 increments, modify the foundation system based upon late receipt of the geotechnical report and provide seismic upgrade of Building F for Division of State Architect (DSA) per a District Requested change in scope, whereas the project has been separated into two separate increments to track the cost for the Oakland High School Modernization and the Oakland High School Health Center separately. As per the attached proposal which is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.	\$30,620.00
7	9-9-2009	The scope of the project is to provide additional structural services to include: architectural coordination, acoustical evaluation with site visit and measurements, noise calculations, analysis and report. Site visit during implementation and follow-up measures as required per a District Requested change in scope, and per the attached proposal which is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.	\$6,810.00
8	10-28-2009	The scope of the project is to provide additional Architectural Services to include preparation of California High Performance Standards (CHPS) documentation to Division of State Architect (DSA) for certification, per the attached proposal which is incorporated into the contract to the extent that it is subordinate to and nor inconsistent with the contract terms.	\$20,000.00
9	1-13-2010	The scope of the project is for OUSD to incorporate the required changes into the Design of the New Classroom Building G, before Advertisement and the Public Bidding Process, and it was submitted to Division of State of Architect (DSA), after Initial Package. Additional Architectural Services will include Mechanical Engineering Changes for Additional Plumbing for New Building G Science Rooms and Modifications to Ducting as Recommended by Acoustical Engineer, per the attached quote from Loving & Campos Architect, Inc., dated August 11, 2009.	\$12,940.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT


 Jody London, President, Board of Education
 Date: 10/27/11


 Edgar Rakestraw, Jr., Secretary
 Board of Education
 Date: 10/27/11


 Timothy White, Assistant Superintendent
 Facilities, Planning and Management
 Date: _____

CONTRACTOR


 Contractor Signature
 Date: 9/29/11

Campos, CEO
 Print Name, Title


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 By: 

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Loving & Campos Architects (LCA)

Billing Rate: Ninety-one thousand, eight hundred forty dollars and no cents (\$91,840.00)

Description of Services to be Provided

- 1. Goals or Objectives**
Additional construction administration and design work.
 - 2. Description of Services to be Provided**
The scope of the project is to provide additional construction administration and additional design services to provide restrooms for Building G that were not incorporated into the original design of the project.
 - 3. Deliverables**
Architectural design
-

DESCRIPTIONS (Continued from Page 1)

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 08.

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

Policy Number: 57SBALQ8132

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

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

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

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

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

Insurer: Hartford Underwriters Ins. Co.

Policy Number: 57UECHS9127

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

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WZP80990344

Issued to: LCA Architects, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

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

Job Description

Ref: Oakland High School Modernization
Project No. 05016. Oakland Unified
School District, its Directors,
Officers, Agents and Representatives.



ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Oakland High School
Modernization** ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: **12**

OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **January 7, 2011**

TO: **LCA Architects Inc.
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax** ARCHITECT'S PROJECT NO: **07033**

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

Individual: **Mr. Tadashi Nakadegawa / Mr. Rock Borton**
Subject: **Owner Directed Changes**

Here is the background for our add services request:

As requested by OUSD, the design team has prepared design changes associated with new restrooms for Building G. These services include architectural, mechanical and electrical.

Description		A&E Fee
Architectural Design/Drawings/Coordination (80 hours at \$160/hr)	=	\$12,800.00
Mechanical Engineering	=	\$4,500.00
Electrical Engineering	=	\$2,500.000
TOTAL ADDITIONAL SERVICE REQUEST		\$19,800.00

Thank you,



Carl Campos, CEO Date
Loving & Campos Architects Inc.

OUSD Date
Authorization of Additional Services indicated.

Attachments:

- Capital Engineering Fee Proposal, dated 10/26/10
- American Consulting Engineers Fee Proposal, dated 11/17/10

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Oakland High School
Modernization** ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: **12**

OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **April 6, 2011**

TO: **LCA Architects Inc.
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax** ARCHITECT'S PROJECT NO: **07033**

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

Individual: **Mr. Tadashi Nakadegawa / Mr. Rock Borton**

Subject: **Extended Construction Administration**

Here is the background for our add services request:

As the OHS Modernization has been delayed due to construction activities, the design team will need to extend contract time and fee to complete the work on site. The base construction administration fee for this project is \$316,981.00 (20% of base contract + 20% of added construction cost) over the duration of contract time of 22 months. This averages to be \$14,408.00/mo. We are requesting an additional service of a not-to-exceed amount for 5 months from April 1, 2011 through August 31, 2011. We anticipate the project should be complete with construction activities by that time.

Description	A&E Fee
Extended Construction Administration (\$14,408.00 x 5 months)	= \$72,040.00
TOTAL ADDITIONAL N-T-E SERVICE REQUEST	\$72,040.00

Thank you,



Carl Campos, CEO
Loving & Campos Architects Inc.

4/6/11
Date

OUSD
Authorization of Additional Services indicated.

Date

Attachments:
• None

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Oakland High School Modernization** ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION NO: **12**

OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **April 6, 2011**

TO: **LCA Architects Inc.
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax** ARCHITECT'S PROJECT NO: **07033**

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

Individual: **Mr. Tadashi Nakadegawa / Mr. Rock Borton**

Subject: **Extended Construction Administration**

Here is the background for our add services request:

As the OHS Modernization has been delayed due to construction activities, the design team will need to extend contract time and fee to complete the work on site. The base construction administration fee for this project is \$316,981.00 (20% of base contract + 20% of added construction cost) over the duration of contract time of 22 months. This averages to be \$14,408.00/mo. We are requesting an additional service of a not-to-exceed amount for 5 months from April 1, 2011 through August 31, 2011. We anticipate the project should be complete with construction activities by that time.

Description	A&E Fee
Extended Construction Administration (\$14,408.00 x 5 months)	= \$72,040.00
TOTAL ADDITIONAL N-T-E SERVICE REQUEST	\$72,040.00

Thank you,

 **4/6/11**
 Carl Campos, CEO Date
 Loving & Campos Architects Inc.

 OUSD Date
 Authorization of Additional Services indicated.

Attachments:
 • None



October 26, 2010

Carolyn Challice, Associate
LCA ARCHITECTS, INC.
245 Ygnacio Valley Road, Suite 200
Walnut Creek, CA 94596-4025

PROJECT: OAKLAND HIGH SCHOOL MODERNIZATION - INCREMENT #1
OAKLAND UNIFIED SCHOOL DISTRICT
LCA JOB NO. 07033

SUBJECT: PROPOSAL FOR MECHANICAL ENGINEERING – ADDITIONAL
SERVICES – OHS / MOD (Bulletin #63.0A)
CECI PROPOSAL # 10297
CECI Project # 080501.03

Dear Carolyn:

We are pleased to offer this fee proposal for mechanical engineering services for the subject
project.

A. **Project Description:** The project consists of revisions to the Mechanical & Plumbing plans to incorporate various Owner Directed Changes. These changes are outlined in your email dated October 25th, 2010. and include reconfiguring the teachers workroom to accommodate men's & women's restrooms.

B. **Compensation:**

1. Additional Services: Compensation for Services outlined under Paragraph A above shall be as follows:

HVAC Engineer	5 hrs. x \$160/hr. =	\$ 800.00
Plumbing Designer	20 hrs. x \$ 115/hr. =	\$ 2,300.00
CAD Tech	10 hrs. x \$ 100/hr. =	\$ 1,000.00
Principal Review	2 hrs. x \$ 200/hr. =	\$ 400.00
Total, (HNTE)		<u>\$4,500.00</u>

2. Extra Services:

a. Compensation for authorized Extra Services as defined in Paragraph C shall be hourly at the rates indicated in the attached rate schedule.

Carolyn Challice, AIA
October 26, 2010
Page 2 of 2

C. Insurance Coverage:

1. General Liability \$1,000,000 per claim, \$2,000,000 aggregate.
2. Professional Liability \$1,000,000 per claim, \$2,000,000 aggregate.

D. Use of Documents:

1. The use of CAD files by Owner or Contractor is prohibited without written authorization and suitable additional compensation to Capital Engineering Consultants, Inc.

Thank you for the opportunity to offer our services!

Very truly yours,

CAPITAL ENGINEERING CONSULTANTS, INC.



Michael Minge, Principal
LEED Accredited Professional

**Capital Engineering Consultants, Inc.
2010 Billing Rates**

Sr. Principal	\$220.00 / hour
Principal	\$200.00 / hour
Director	\$190.00 / hour
Sr. Project Manager	\$170.00 / hour
Project Manager	\$160.00 / hour
Field Services	\$160.00 / hour
CFD Engineer	\$150.00 / hour
Senior Engineer	\$145.00 / hour
Engineer	\$130.00 / hour
Senior Designer	\$125.00 / hour
Designer	\$115.00 / hour
Technician / CADD	\$100.00 / hour
Project Administrator	\$90.00 / hour
Clerical / Admin.	\$80.00 / hour

Reimbursable Expenses

Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; Overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date.

Reimbursable expenses will be billed at actual cost plus a service charge of 10%.

CECI Tax ID No. 94-1492674



American Consulting Engineers Electrical, Inc.

100 Saratoga Avenue Suite 200 Santa Clara, CA 95051 408/236-2312 Fax: 408/236-2316 www.amceinc.com

November 17, 2010

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

Subject: Add Services for Staff Lounge Conversion to Toilet for
Oakland High School Modernization
Oakland Unified School District

Dear Carl,

We are please to provide our add services as requested from your office to convert a staff lounge to a staff toilet room in regards to the **Modernization Project @ Oakland High School**. The additional work is for design drawings only and support of DSA submittal & Approval. Construction support will be based on original proposal.

It is our understanding that the district has requested this change request and construction work for this project has not started.

Our understanding of the additional scope of work for the project is as follows:

A. Additional Electrical Design Work:

1. Provide and revise staff lounge to a staff toilet layout. Coordinate with architect requirements and standards.
2. Provide and re-use power to connect toilet exhaust fans.
3. Provide and re-use existing branch power for GFCI receptacles.
4. Provide and revise panel schedule to reflect new loads for Toilet rooms.
5. Provide and re-use power to connect lighting layout. Lighting layout to remain. Adjust fixtures as needed to coordinate new exhaust fans.
6. Provide Title 24 adjustments as needed.
7. Fire Alarm adjustments to be completed by Others.

B. DSA Resubmittal:

1. Assist architect with resubmitting changes to DSA.
2. Respond and make corrections to DSA comments.

C. Exclusion:

1. Upgrade of main communication system.
2. Upgrade of main utility service.

Our proposed add service fee are as follows:

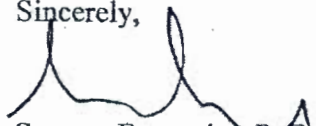
Electrical Design Work Only	<u>\$2,500</u>
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Additional Changes/Increases in the scope of subject work and/or revisions after our submission of substantially completed documents or review of change orders not initiated by or as a result of this firm that results in additional work by this firm will require negotiating fees.

The invoices shall be submitted monthly and are due and payable thirty (30) days from the date of receipt.

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

Sincerely,


Sammy Fernandez, P. E.
Principal

SF/ft

Accepted by

Carl Campos
LCA Architects, Inc.

Date _____

PROFESSIONAL SERVICES CONTRACT ROUTING FORM


Project Information			
Project Name	Oakland High School Modernization	Site	Oakland High School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Loving & Campos Architects (LCA)	Agency's Contact	Carl Campos
OUSD Vendor ID #	1010791	Title	Architect of Record
Street Address	245 Ygnacio Valley Road	City	Walnut Creek State CA Zip 94596
Telephone	925-944-1626	Policy Expires	5-30-12
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 #	05016		

Term			
Date Work Will Begin	7-9-2007	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 1,919,117.00
Pay Rate Per Hour <small>(If Hourly)</small>	\$	If Amendment, Changed Amount	\$ 91,840.00
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	3049901812	6215	\$ 91,840.00
				\$

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 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	10-4-11
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	

PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Oakland High School Modernization	Site	Oakland High School



Basic Directions	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information			
Contractor Name	Loving & Campos Architects (LCA)	Agency's Contact	Carl Campos
OUSD Vendor ID #	1010791	Title	Architect of Record
Street Address	245 Ygnacio Valley Road	City	Walnut Creek
Telephone	925-944-1626	State	CA
		Zip	94596
		Policy Expires	5/30/12
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 #	05016		

Term			
Date Work Will Begin	7-9-2007	Date Work Will End By	12-31-2012
		(not more than 5 years from start date)	

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 1,919,117.00
Pay Rate Per Hour (if hourly)	\$	If Amendment, Changed Amount	\$ 91,840.00
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.				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	3049901812	6215	\$ 91,840.00
				\$

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	510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	10-4-11
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	10-5-11
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	

LEGISLATIVE FILE

File ID No. 09-3454
Introduction Date 1-5-2010
Enactment No. 10-0120
Enactment Date 1/13/10
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
January 13, 2010

To: Board of Education
From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services
Subject: **Amendment No. 9 - Loving & Campos Architects, Inc. (LCA) - Oakland High School Modernization Project**

ACTION REQUESTED

Approval by Board of Education of Amendment No. 9 with Loving & Campos Architects, Inc. (LCA) for Additional Architectural Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$12,940.00, increasing previous contract amount from \$1,814,337.00 to a not to exceed amount of \$1,827,277.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

Oakland Unified School Administration made the Design Team aware of Programmatic Necessities, at a late date – after our Original Submittal of our Project, and the Design Team made the necessary Mechanical Engineering, Plumbing, and Ducting Changes to create our New Building G Science Rooms, as required. This Amendment remunerates LCA and their Consultants for their efforts.

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.

DISCUSSION

The scope of the project is for OUSD to incorporate the required changes into the Design of the New Classroom Building G, before Advertisement and the Public Bidding Process, and it was submitted to Division of State of Architect (DSA), after Initial Package. Additional Architectural Services will include Mechanical Engineering Changes for Additional Plumbing for New Building G Science Rooms and Modifications to Ducting as Recommended by Acoustical Engineer, per the attached quote from Loving & Campos Architect, Inc., dated August 11, 2009.

FISCAL IMPACT

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

RECOMMENDATION

Approval by Board of Education of Amendment No. 9 with Loving & Campos Architects, Inc. (LCA) for Additional Architectural Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$12,940.00, increasing previous contract amount from \$1,814,337.00 to a not to exceed amount of \$1,827,277.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 3049901810-6215

AMENDMENT NO. 9 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects, Inc. (LCA)

FOR

**Additional Services for the
Oakland High School Modernization Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

December 9, 2009

AMENDMENT NO.9 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
 OAKLAND UNIFIED SCHOOL DISTRICT AND LOVING & CAMPOS ARCHITECTS, INC.
 (LCA)
 DATED JULY 9, 2007

This 9th Amendment is entered into this 9th day of December, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND LOVING & CAMPOS ARCHITECTS, INC. (LCA) ("CONSULTANT") for the Oakland High School Modernization.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional architectural services provided by CONSULTANT. Whereas OUSD incorporate the required changes into the Design of the New Classroom Building G, before Advertisement and the Public Bidding Process, and it was submitted to Division of State of Architect (DSA), after Initial Package. Additional Architectural Services will include Mechanical Engineering Changes for Additional Plumbing for New Building G Science Rooms and Modifications to Ducting as Recommended by Acoustical Engineer, per the attached quote from Loving & Campos Architect, Inc., dated August 11, 2009.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project is to provide additional architectural services.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional architectural services for the Oakland High School Modernization Project. The present fee of \$1,814,337.00 is hereby increased by a not-to-exceed amount of \$12,940.00 for a new total contract amount of \$1,827,277.00.

The Fees for the above scope of work are as follows:

Total of Scope Items

	<i>Scope Item</i>	<i>Amount</i>
1)	<i>Architectural Coordination (2hours at \$160.00/hr)</i>	<i>\$320.00</i>
2)	<i>Mechanical Engineering</i>	<i>\$12,620.00</i>
	<i>Grand Total</i>	<i>\$12,940.00</i>

All remaining portions of the agreement shall remain in full force and effect as originally stated.

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

CONSULTANT: Loving & Campos Architects, Inc. (LCA)

By: 
Title: 

Dated: 12/9/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Noel Gallo, President of the Board of Education

Dated: 1/14/10

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 1/14/10

By: 
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: 12/18/09

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 12.18.09

Attachments: Agreement for Professional Services with Loving & Campos Architects, Inc. (LCA) dated July 9, 2007.

Consultant: Loving & Campos Architects, Inc. (LCA)
School: Oakland High School
Funding: General Obligation Bond-Measure B

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 08.

***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.

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WP80958437

Issued to: Loving Campos Associates,

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

Job Description

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

Ref: Oakland High School Modernization
Project No. 05016. Oakland Unified
School District, its Directors,
Officers, Agents and Representatives.



ROUTING FORM

Oakland High School

Check contract title: Professional Services Contract Amendment to PCS Modernization-Amend

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name		Loving & Campos Architects, Inc. (LCA)		Contractor's Contact Person	
Street Address		245 Ygnacio Valley Road		Title	
City		Walnut Creek		Telephone	
State		CA		Policy Expires	
Tax ID/Soc Sec #		Zip Code		OUSD Project #	
		94596		1-1-10	
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	August 7, 2009	Date Work Will End By (not more than 5 years from start date)	June 30, 2011

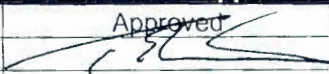

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$1,827,277.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 12,940.00
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #								Object				Amount			
				Site		Program				F	Unique								
2	1	2	2	3	0	4	9	9	0	1	8	1	0	-	6	2	1	5	\$12,940.00
																			\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information – Indicate the Number of Persons to Benefit from Services					
Grade Level (s)	Students	Teachers	Parents		
Administrators	Others (Please Specify)				

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			12/12/09
Program Manager			
Contract Services			12-11-09
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:
----------------------	------------------------	--------------	--------------

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB	Fingerprint	YTD \$	Full Funding in Req.
		Current Employee	Unit Member Work Conflict



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2011

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

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


PRODUCER 1-678-393-5200 Arthur J. Gallagher Risk Management Services, Inc. 1117 Perimeter Center West Suite W201 Atlanta, GA 30338 KristinDempsey	CONTACT NAME: Kristin Dempsey PHONE (A/C, No, Ext): 678.393.5218 E-MAIL ADDRESS: kristin_dempsey@ajg.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 678.393.5220														
INSURED Advanced Integrated Solutions, Inc. 3350 E. Birch Street Suite 207 Brea, CA 92821	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Cas Ins Co</td> <td>29424</td> </tr> <tr> <td>INSURER B: HARTFORD INS CO OF THE MIDWEST</td> <td>37478</td> </tr> <tr> <td>INSURER C: Underwriters At Lloyds London</td> <td>15792</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Cas Ins Co	29424	INSURER B: HARTFORD INS CO OF THE MIDWEST	37478	INSURER C: Underwriters At Lloyds London	15792	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES **CERTIFICATE NUMBER:** 22868550 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		20SBARB0938	08/31/10	08/31/11	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input 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		20SBARB0938	08/31/10	08/31/11	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		20SBARB0938	08/31/10	08/31/11	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		20WECNW3785	08/31/10	08/31/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions -Tech		ZGALI007495	07/15/10	07/15/11	Each Claim/Aggreg. 500,000

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


CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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LEGISLATIVE FILE

File ID No. 09-3454
Introduction Date 1-5-2010
Enactment No. 10-0120
Enactment Date 1/13/10
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
January 13, 2010

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: **Amendment No. 9 - Loving & Campos Architects, Inc. (LCA) - Oakland High School Modernization Project**

ACTION REQUESTED

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Key code: 3049901810-6215

AMENDMENT NO. 9 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects, Inc. (LCA)

FOR

**Additional Services for the
Oakland High School Modernization Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

December 9, 2009

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(LCA)

DATED JULY 9, 2007

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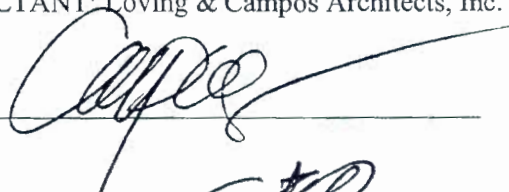

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	Scope Item	Amount
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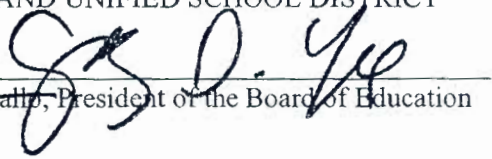
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CONSULTANT: Loving & Campos Architects, Inc. (LCA)

By: 
Title: 

Dated: 12/9/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
~~Noel Gallo, President of the Board of Education~~

Dated: 1/14/10

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 1/14/10

By: 
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: 12/18/09

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 12.18.09

Attachments: Agreement for Professional Services with Loving & Campos Architects, Inc. (LCA) dated July 9, 2007.


Consultant: Loving & Campos Architects, Inc. (LCA)
School: Oakland High School
Funding: General Obligation Bond-Measure B

LEGISLATIVE FILE

File ID No. 09-2821
Introduction Date 10-20-2009
Enactment No. _____
Enactment Date _____
By _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
October 28, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services


Subject: Amendment No. 8 - Loving & Campos Architects (LCA), Inc. - Oakland High School Modernization Project

ACTION REQUESTED

Approval by the Board of Education of Amendment No. 8 with Loving & Campos Architects (LCA), Inc. for Additional Architectural Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$20,000.00, increasing previous contract amount from \$1,794,337.00 to a not to exceed amount of \$1,814,337.00 and revising the end date from December 31, 2009 to June 30, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

Oakland Unified School District made a determination to create "Green Schools" within the District, and we have endeavored, with our Oakland High School Modernization project, to include as many High Performance aspects as possible, given the existing site conditions and orientation of our new "G" building, to be in compliance with California High Performance School Standards (CHPS), and, in the other campus building, as well.

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.

DISCUSSION

The scope of the project is to provide additional Architectural Services to include preparation of California High Performance Standards (CHPS) documentation to Division of State Architect (DSA) for certification, per the attached proposal which is incorporated into the contract to the extent that it is subordinate to and nor inconsistent with the contract terms.

FISCAL IMPACT

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

RECOMMENDATION

Approval by the Board of Education of Amendment No. 8 with Loving & Campos Architects (LCA), Inc. for Additional Architectural Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$20,000.00, increasing previous contract amount from \$1,794,337.00 to a not to exceed amount of \$1,814,337.00 and revising the end date from Decmber 31, 2009 to June 30, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 3049901810-6215

AMENDMENT NO. 8 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects (LCA), Inc.

FOR

**Additional Services for the
Oakland High School Modernization Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

September 3, 2007

1001501601
SEP 24 A 3 40
INVESTIGATIVE
AGREEMENT
OAKLAND UNIFIED SCHOOL DISTRICT

AMENDMENT NO.8 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND LOVING & CAMPOS ARCHITECTS (LCA),
INC.
DATED JULY 9, 2007

This 8th Amendment is entered into this 3rd day of September, 2007 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND LOVING & CAMPOS ARCHITECTS (LCA), INC. ("CONSULTANT") for the Oakland High School Modernization Project.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional architectural services provided by CONSULTANT. Whereas additional architectural services are needed to include preparation and submittal of California High Performance School (CHPS) Documentation to Division of State Architect (DSA) for certification, due to a District requested change.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project is to provide additional architectural services to include preparation and submittal of CHPS Documentation to DSA for certification.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional architectural services for the Oakland High School Modernization Project Project. The present fee of \$1,794,337.00 is hereby increased by a not-to-exceed amount of \$20,000.00 for a new total contract amount of \$1,814,337.00.

The Fees for the above scope of work are as follows:

Total of Scope Items

	<i>Scope Item</i>	<i>Amount</i>
1)	<i>Architectural (125 hours at \$160/hr)</i>	<i>\$20,000.00</i>
	<i>Grand Total</i>	<i>\$20,000.00</i>


III. PROJECT SCHEDULE

Appendix C is hereby modified to extend the end date from December 31, 2009 to June 30, 2011.

All remaining portions of the agreement shall remain in full force and effect as originally stated.

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

CONSULTANT: Loving & Campos Architects (LCA), Inc.

By: 
Title: CEO

Dated: 9/23/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Noel Gallo, President of the Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: _____
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 10-7-09

Attachments: Agreement for Professional Services with Loving & Campos Architects (LCA), Inc. dated July 9, 2007

Consultant: Loving & Campos Architects (LCA), Inc.
School: Oakland High School
Funding: General Obligation Bond-Measure B

AMENDMENT NO. 8 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects (LCA), Inc.

FOR

**Additional Services for the
Oakland High School Modernization Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

September 3, 2007

LOVING & CAMPOS ARCHITECTS
1515 14TH AVENUE
SAN FRANCISCO, CA 94114

SEP 11 2007 10:45 AM

PLANNING DEPARTMENT
CITY OF OAKLAND
1515 14TH AVENUE
SAN FRANCISCO, CA 94114

AMENDMENT NO.8 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND LOVING & CAMPOS ARCHITECTS (LCA),
INC.

DATED JULY 9, 2007

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NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project is to provide additional architectural services to include preparation and submittal of CHPS Documentation to DSA for certification.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional architectural services for the Oakland High School Modernization Project Project. The present fee of \$1,794,337.00 is hereby increased by a not-to-exceed amount of \$20,000.00 for a new total contract amount of \$1,814,337.00.

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CONSULTANT: Loving & Campos Architects (LCA), Inc.

By: 
Title: CEO

Dated: 9/23/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Noel Gallo, President of the Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: 
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 10-7-09

Attachments: Agreement for Professional Services with Loving & Campos Architects (LCA), Inc. dated July 9, 2007

Consultant: Loving & Campos Architects (LCA), Inc.
School: Oakland High School
Funding: General Obligation Bond-Measure B

AMENDMENT NO. 8 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects (LCA), Inc.

FOR

**Additional Services for the
Oakland High School Modernization Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

September 3, 2007

05016
AMENDMENT

SEP 24 A 8:45

PLANNING
DEPARTMENT

AMENDMENT NO.8 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND LOVING & CAMPOS ARCHITECTS (LCA),
INC.
DATED JULY 9, 2007

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NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project is to provide additional architectural services to include preparation and submittal of CHPS Documentation to DSA for certification.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional architectural services for the Oakland High School Modernization Project Project. The present fee of \$1,794,337.00 is hereby increased by a not-to-exceed amount of \$20,000.00 for a new total contract amount of \$1,814,337.00.

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CONSULTANT: Loving & Campos Architects (LCA), Inc.

By: 
Title: 

Dated: 9/23/09


OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Noel Gallo, President of the Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: 
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 10.7.09

Attachments: Agreement for Professional Services with Loving & Campos Architects (LCA), Inc. dated July 9, 2007

Consultant: Loving & Campos Architects (LCA), Inc.
School: Oakland High School
Funding: General Obligation Bond-Measure B

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Oakland High School
Modernization** ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: **9**

OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **July 28, 2009**

TO: **LCA Architects Inc.
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax** ARCHITECT'S PROJECT NO: **07033**

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

Individual: **Mr. Tadashi Nakadegawa / Mr. Luigi Tinonga**
Subject: **CHPS Documentation**

Here is the background for our add services request:

As requested by OUSD, the design team has prepared and will submit CHPS Documentation to DSA for certification. For this added work, we request additional services as stated below.

Description	A&E Fee
Architectural (125 hours at \$160/hr)	= \$20,000.00
TOTAL ADDITIONAL SERVICE REQUEST	\$20,000.00

Thank you,


Carl Campos, CEO Date **7/29/09** OUSD Date
Loving & Campos Architects Inc. Authorization of Additional Services indicated.

Attachments:
• None.


ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 05/27/09
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	57SBALQ8132	05/30/09	05/30/10	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
D	AUTOMOBILE LIABILITY	57UECHS9127	05/30/09	05/30/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
GARAGE LIABILITY						
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS LIABILITY	57SBALQ8132	05/30/09	05/30/10	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$2,000,000
						\$
						\$
	DEDUCTIBLE					
	RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WP80969790	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	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 ENDORSEMENTS/SPECIAL PROVISIONS
 General Liability Policy excludes claims arising out of the performance of professional services.
 Ref: Oakland High School Williams Settlement Modernization Project / Project No. 07012.
 (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 NOTIFY BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.	
AUTHORIZED REPRESENTATIVE 	

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 08.

***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: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Policy Number: 57SBALQ8132
Policy Period: 05/30/09 – 05/30/10

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

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WP80969790

Issued to: Loving & Campos Associates

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

Oakland Unified School District
Attn: Susie Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601

Job Description

Ref: Oakland High School Williams
Settlement Modernization Project /
Project No. 07012. Oakland Unified
School District, its Directors,
Officers, Employees, Agents and
Representatives.



ROUTING FORM

Oakland HS Modernization

Check contract title: Professional Services Contract Amendment to PCS Project - Amend 8

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information

Contractor Name		Loving & Campos Architects (LCA), Inc.		Contractor's Contact Person		Carolyne Challice	
Street Address		245 Ygnacio Valley Road		Title		Project Manager	
City		Walnut Creek		Telephone		925-944-1626	
State		CA	Zip Code	94596-7029	Policy Expires		1-1-10
Tax ID/Soc Sec #				OUSD Project #		05016	
Has Contractor been an OUSD contractor?				Has Contractor worked as an OUSD employee?			
If yes to either, list the name(s) and tax ID/social security number(s), if different.							

Term

Date Work Will Begin	July 9, 2007	Date Work Will End By (not more than 5 years from start date)	June 30, 2011
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$1,814,337.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 20,000.00
Other Expenses		Requisition Number	

Budget Information

Funding Resources				Org Key #								Object				Amount			
				Site		Program				F	Unique								
2	1	2	2	3	0	4	9	9	0	1	8	1	0	-	6	2	1	5	\$20,000.00
																			\$

Name of Funding Source: General Obligation Bond-Measure B

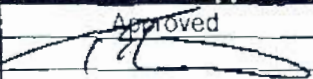
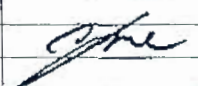
Program Information - Indicate the Number of Persons to Benefit from Services

Grade Level (s)	Students	Teachers	Parents
Administrators	Others (Please Specify)		

OUSD Contract Originator Information

Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing

	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			9-24-07
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only


Dates of Clearance	Submitted by: _____	Email Address	_____
TB _____ Fingerprint _____	YTD \$ _____	Full Funding in Req. _____	Current Employee _____ Unit Member Work Conflict _____

LEGISLATIVE FILE

File ID No. 09-2468
Introduction Date 9-1-09
Enactment No. 09-1911
Enactment Date 9-9-09
By BG

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
September 9, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent of Schools
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services


Subject: Amendment No. 7 - Loving & Campos Architects (LCA) - Oakland High School Modernization Project

ACTION REQUESTED

Approval by the Board of Education of Amendment No. 7 with Loving & Campos Architects (LCA) for Additional Architectural Coordination Services on behalf of the District for the Oakland High School Modernization Project Project, increasing the contract by a not to exceed amount of \$6,810.00, increasing previous contract amount from \$1,787,527.00 to a not to exceed amount of \$1,794,337. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

Improvements to the Mechanical System were implemented during the Oakland High School Modernization -Williams Settlement - Mechanical Repair Project - OUSD Project No. 07012, during the Summer of 2008. There were subsequent complaints from the teachers in Science Prep Rooms, 347 and 346, from the perception and experience of excessive Noise and Vibration in both of these Rooms; which was verified.

The Project Team; Project Architect - (AOR) and Engineer of Record - (MEOR), OUSD Facilities Project Manager - (PM), and our OUSD B&G HV/AC Technician - in conjunction with the HV/AC Unit/System Manufacturer, Controls Subcontractor, undertook several efforts to mitigate the Noise and Vibration Issues in both of these Rooms, but these efforts were not effective.

Charles M. Salter Associates, Inc., is called-in by our AOR, at the behest of OUSD Project Manager,

to help identify probable causes and are being engaged to provide an effective solution to significantly reduce, or, if at all possible, eliminate the contributing factors for the Noise and Vibration Issues.

The Recommendations and Measures that will be taken to alleviate the Noise and Vibration Issues in both of these Rooms are necessary; to provide an optimal, educational environment for the students, teachers, and staff using these areas at Oakland High School.

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.

DISCUSSION

The scope of the project is to provide additional structural services to include: architectural coordination, acoustical evaluation with site visit and measurements, noise calculations, analysis and report. Site visit during implementation and follow-up measures as required per a District Requested change in scope, and per the attached proposal which is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

FISCAL IMPACT

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

RECOMMENDATION

Approval by the Board of Education of Amendment No. 7 with Loving & Campos Architects (LCA) for Additional Architectural Coordination Services on behalf of the District for the Oakland High School Modernization Project Project, increasing the contract by a not to exceed amount of \$6,810.00, increasing previous contract amount from \$1,787,527.00 to a not to exceed amount of \$1,794,337. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 3049901810-6215

ER:TEW:SMB

P:\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\Lozing & Campos
(LCA)\Oakland FIS Modernization\Amendment No. 7\Template- Boardmemo -Amendment.H.doc

AMENDMENT NO. 7 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects (LCA)

FOR

**Additional Services for the
Oakland High School Modernization Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

July 30, 2009

OAKLAND, CA 94601
JUL 30 11 49 AM '09
PLANNING DEPARTMENT
AGREEMENT

AMENDMENT NO.7 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND LOVING & CAMPOS ARCHITECTS (LCA)
DATED July 9, 2007

This 7th Amendment is entered into this 30th day of July, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND LOVING & CAMPOS ARCHITECTS (LCA) ("CONSULTANT") for the Oakland High School Modernization Project.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional architectural coordination services provided by CONSULTANT. Whereas the consultant is to provide additional structural services to include: architectural coordination, acoustical evaluation with site visit and measurements, noise calculations, analysis and report. Site visit during implementation and follow-up measures as required per a District Requested change in scope, and per the attached proposal which is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project is to provide additional structural services to include: architectural coordination, acoustical evaluation with site visit and measurements.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional architectural coordination services for Oakland High School Modernization Project. The present fee of \$1,787,527.00 is hereby increased by a not-to-exceed amount of \$6,810.00 for a new total contract amount of \$1,794,337.00.

The Fees for the above scope of work are as follows:

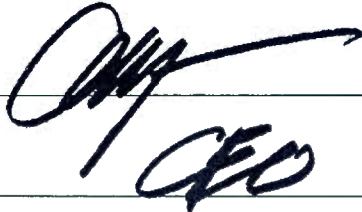
Total of Scope Items

	<i>Scope Item</i>	<i>Amount</i>
1)	<i>Architectural Coordination (4 hours at \$160.00 hr)</i>	<i>\$640.00</i>
2)	<i>Acoustical (Site Visits and Measurements)</i>	<i>\$1,500.00</i>
3)	<i>Acoustical (HVAC Noise Calculations, Analysis and Report)</i>	<i>\$2,500.00</i>
4)	<i>Acoustical (Site Visit during Implementation)</i>	<i>\$920.00</i>
5)	<i>Acoustical (Follow-up Measures)</i>	<i>\$1,250.00</i>
	<i>Grand Total</i>	<i>\$6,810.00</i>

All remaining portions of the agreement shall remain in full force and effect as originally stated.


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

CONSULTANT: Loving & Campos Architects (LCA)

By: 
Title: CEO

Dated: 8/10/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Noel Gallo, President of the Board of Education

Dated: 9/10/09

By: 
Edgar Rakeshaw, Jr., District Secretary

Dated: 9/10/09

By: 
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 8.13.09

Attachments: Agreement for Professional Services with Loving & Campos Architects (LCA) dated July 9, 2007

Consultant: Loving & Campos Architects (LCA)
School: Oakland High School
Funding: General Obligation Bond-Measure B

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: Oakland High School
Modernization ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: 8

OWNER: Oakland Unified School District DATE OF ISSUANCE: July 24, 2009

TO: LCA Architects Inc.
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax ARCHITECT'S PROJECT NO: 07033

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

Individual: Mr. Tadashi Nakadegawa / Mr. Luigi Tinonga
Subject: Acoustical Consulting

Here is the background for our add services request:

Acoustical consulting services for reduction of HVAC noise in Lecture Rooms 347 and 346 at Oakland High School.

Description	A&E Fee
Architectural Coordination (4 hours at \$160/hr)	= \$640.00
Acoustical (Site Visits and Measurements)	= \$1,500.00
Acoustical (HVAC Noise Calculations, Analysis, and Report)	= \$2,500.00
Acoustical (Site Visit during Implementation)	= \$920.00
Acoustical (Follow-Up Measures)	= \$1,250
TOTAL ADDITIONAL SERVICE REQUEST	\$6,810.00

Thank you,

 7/26/09
Carl Campos, CEO Date OUSD Date
Loving & Campos Architects Inc. Authorization of Additional Services indicated.

Attachments:

- Letter from Charles M. Salter Associates, Inc., dated 6/12/09

Charles M Salter Associates Inc

Consultants in
Acoustics
Audio/Visual
System Design
and Telecommunications

325 South First Street, Suite 180
San Jose, CA 95113
Tel: 408 295 4944
Fax: 408 295 4949
www.cmsalter.com

Charles M Salter, PE
David R Schwind, FAES
Anthony P Nash, PE
Eva Duesler
Thomas A Schindler, PE
Konnoth W Graven, PE
Eric L Broadhurst, PE
Phillip N Sanders
Robert P Alvarado
John C Freytag, PE
Durand R Begault, Ph.D.
Michael D Toy, PE
Thomas J Corbett
Ross A Jerozal
Jason R Duty
Cristina L Miyar
Jooy G D'Angelo
Eric A Yee
Joshua M Roper
Troy Gimbel
Randy D Waldeck
Peter K Holst
Andrew L Stanley
Christopher A Pettier
Timothy G Brown
Jeff Clukey
Ethan Salter
Elaine Y Hsien
Alexander K Salter
Jeremy L Decker
Ryan McClain
Claudia Kraehe
Heather Migut
Josselyn Salter
Candice Huey
Brian Good
Marva D Noordzee
Debbie Garcia
Jasmino Recidoro
Alison Whitson

12 June 2009

Carolyne Challice
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596
Email: cchallice@lca-architects.com

Subject: **Oakland High School, Biology Classroom HVAC Noise –
Proposal for Acoustical Consulting Services**

Dear Carolyne:

Thank you for requesting an acoustical consulting services proposal for reduction of HVAC noise in Lecture Rooms 347 and 346 at Oakland High School. A large rooftop air handling unit is located above these classrooms. A nearby rooftop exhaust fan is also suspected of contributing to noise in Lecture Room 346. You have asked us to evaluate the existing conditions and offer noise reduction recommendations.

SCOPE OF SERVICES

We expect to perform the following specific tasks:

1. Visit the site to observe existing conditions and measure existing background noise levels. Measurements will need to be done either after school hours or early in the morning before students arrive. The measurements will provide a baseline for documenting improvements, and will also help identify sound transmission paths.
2. Review the design drawings and any manufacturer's noise data available for the new rooftop unit. Use this information to calculate interior noise levels in the Lecture Rooms. This may help further to narrow down likely sound transmission paths, and focus on the solutions that are most likely to be effective.
3. Produce a written report of our findings and noise reduction recommendations.
4. Collaborate with you and district representatives to select and refine recommendations to arrive at a plan to be implemented.
5. Visit the site once during implementation to observe installation of noise reduction materials and assemblies in progress.
6. Conduct follow-up acoustical measurements to document improvements.

Carolyne Challice
12 June 2009
Page 2

FEE ESTIMATE

We plan to provide acoustical consulting services in accordance with the attached Terms and Conditions sheet containing our hourly rates and insurance information. Estimated fees are as follows:

Site Visit and Measurements.....	\$1,500
HVAC Noise Calculations, Analysis, and Report	\$2,500
Site Visit during Implementation.....	\$920
Follow-up Measurements.....	\$1,250

Reimbursable expenses, such as mileage to and from the project site, and instrumentation-use fees will be billed in addition to consulting fees without markup. Reimbursable expenses are expected to be less than \$300.

* * *

If this proposal is acceptable, please sign in the space below as our authorization to proceed. Do not hesitate to call if you have questions.

Sincerely,

CHARLES M. SALTER ASSOCIATES, INC.

AGREED & ACCEPTED



Philip N. Sanders, LEED AP
Vice President

By: _____
LCA Architects

Enclosures as noted
x/0012jun2009pm01

Date: _____

Charles M Salter Associates Inc

TERMS AND CONDITIONS

Insurance:

<u>General Liability</u>	\$2,000,000
<u>Workers Compensation</u>	\$1,000,000
<u>Automobile Liability</u>	\$2,000,000

Professional Liability ("Errors and Omissions"): Professional liability of Charles M. Salter Associates, Inc. (CSA), its officers, employees, and subconsultants is limited to \$50,000 or our total fee, whichever is less. The above limitation of professional liability can be increased to the limit of our insurance policy (\$1,000,000) by increasing our total fee by 10% prior to start of our services.

Schedule of Hourly Rates:

President and Senior Vice President	\$250
Vice President and Director	\$230
Principal Consultant	\$190
Senior Consultant	\$145
Consultant	\$125
Technical Assistant	\$90

Reimbursable expenses such as travel, subsistence, meals, lodging, and project-related materials are billed in addition at cost. Measurement instrumentation-use charges are at our standard rates.

Invoices for technical labor, reimbursable expenses, and instrumentation use are rendered monthly for services performed during the previous month. Payment for each invoice is due within 30 days.

Fee proposals are valid for 60 days. The total fee will be applied as we deem appropriate among the individual tasks. All fee proposals assume that services proceed without unreasonable delays, redesign, or scope changes. Such occurrences may warrant a renegotiation of fees. The schedule of hourly rates is valid for one year from the proposal date. A renegotiation of our hourly rates may be required after this period.

CSA specifications input and details have *all rights reserved* by Charles M. Salter Associates, Inc. These documents are for use only on the project for which Charles M. Salter Associates, Inc. is retained. It is the project architect's and engineer's responsibility to coordinate and verify the suitability of all specifications input and details as appropriate for the project. To facilitate drawing reviews, we require that paper copies of contract documents be sent to our office.

Site visits and observations, if any, conducted by our firm relate only to our services. We are not responsible for the safety of others at the job site.

JUN 12 2009

ROUTING FORM

Oakland HS Modernization
Project-Amendment #7

Check contract title: Professional Services Contract Amendment to PCS

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information				
Contractor Name	Loving & Campos Architects (LCA)		Contractor's Contact Person	Carolyn Challice
Street Address	245 Ygnacio Valley Road		Title	Project Manager
City	Walnut Creek		Telephone	925-944-1626
State	CA	Zip Code	94596-7029	Vendor #
Tax ID/Soc Sec #			OUSD Project #	05016
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.				

Term			
Date Work Will Begin	July 9, 2007	Date Work Will End By <small>(not more than 5 years from start date)</small>	June 30, 2011



Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$1,794,337.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 6,810.00
Other Expenses		Requisition Number	

Budget Information																		
Funding Resources				Org Key #								Object				Amount		
				Site		Program				F	Unique							
2	1	2	2	3	0	4	9	9	0	1	8	1	0	6	2	1	5	\$6,810.00
\$																		

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services					
Grade Level (s)	Students		Teachers		Parents
Administrators	Others (Please Specify)				

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			8-12-07
FCMAT Fiscal Advisors			
State Administrator			
<i>Additional approvals may be needed if contract amount is greater than \$59,600</i>			
Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

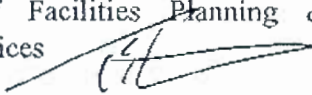
Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____ YTD \$ _____	Full Funding in Req. _____	Current Employee _____	Unit Member Work Conflict _____

LEGISLATIVE FILE

File ID No. 09-2311
Introduction Date 8-4-09
Enactment No. _____
Enactment Date _____
By _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
August 12, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Amendment No. 6 - Loving and Campos Architects (LCA) - Oakland High School Modernization

ACTION REQUESTED

Approval by the Board of Education of Amendment No. 6 with Loving and Campos Architects (LCA) for Additional design Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$30,620.00, increasing previous contract amount from \$1,756,907.00 to a not to exceed amount of \$1,787,527. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

The existing systems on this campus that will be improved, include, but will not be limited to: ADA Accessibility upgrade - as required, additional restroom contingencies, upgrades to existing restrooms, new fire alarm system, integration of existing intrusion alarm system and installation of new equipment-as required, upgrade phone system, provide cooling for data systems-as required, mechanical system upgrade, main elevator improvement, directional signage upgrade, security lighting upgrade-as required, new fencing-as required, parking area upgrade, resurfacing of yard area-as required, removal problem trees-as required, establish a distinguishable front entrance and upgrade the MacArthur Boulevard and Home Place Access..

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.

ER:TEW:SMB

P:\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\Loving & Campos (LCA)\Oakland HS Modernization\Amendment No. 6\Template- Board memo-Amendment.1d.doc

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.

DISCUSSION

The scope of the project is to provide additional structural services to include separating the project into 2 increments, modify the foundation system based upon late receipt of the geotechnical report and provide seismic upgrade of Building F for Division of State Architect (DSA) per a District Requested change in scope, whereas the project has been separated into two separate increments to track the cost for the Oakland High School Modernization and the Oakland High School Health Center separately. As per the attached proposal which is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

FISCAL IMPACT

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

RECOMMENDATION

Approval by the Board of Education of Amendment No. 6 with Loving and Campos Architects (LCA) for Additional design Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$30,620.00, increasing previous contract amount from \$1,756,907.00 to a not to exceed amount of \$1,787,527. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 3049901810-6215

AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving and Campos Architects (LCA)

FOR

**Additional Services for the
Oakland High School Modernization Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

July 6, 2009

OAKLAND, CA 94601
1200 BROAD STREET

JUL 15 A 7 11

PROJECTS PLANNING
MANAGEMENT
DEPARTMENT

AMENDMENT NO.6 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND LOVING AND CAMPOS ARCHITECTS (LCA)
DATED JULY 9, 2007

This 6th Amendment is entered into this 6th day of July, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND LOVING AND CAMPOS ARCHITECTS (LCA) ("CONSULTANT") for the Oakland High School Modernization.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional design services provided by CONSULTANT. Whereas consultant is to provide additional structural services to include separating the project into 2 increments, modify the foundation system based upon late receipt of the geotechnical report and provide seismic upgrade of Building F for Division of State Architect (DSA) per a District Requested change in scope, whereas the project has been separated into two separate increments to track the cost for the Oakland High School Modernization and the Oakland High School Health Center separately. As per the attached proposal which is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project is to provide additional structural services.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional design services for the Oakland High School Modernization Project. The present fee of \$1,756,907.00 is hereby increased by a not-to-exceed amount of \$30,620.00 for a new total contract amount of \$1,787,527.00.

The Fees for the above scope of work are as follows:

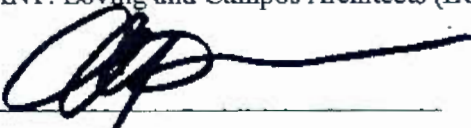

Total of Scope Items

	<i>Scope Item</i>	<i>Amount</i>
1)	<i>Architectural Coordination (2 hrs @ \$160.00 hr)</i>	\$ 320.00
2)	<i>Structural (Building G separate increments)</i>	\$ 8,600.00
3)	<i>Structural (modification of foundation systems)</i>	\$ 9,600.00
4)	<i>Structural (seismic upgrade of Building F)</i>	\$12,100.00
	<i>Grand Total</i>	\$30,620.00

All remaining portions of the agreement shall remain in full force and effect as originally stated.

IN WITNESS WHEREOF, Consultant 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 Architects (LCA)

By: 
Title: 

Dated: 7/13/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Noel Gallo, President of the Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: 
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 7.16.09

Attachments: Agreement for Professional Services with Loving and Campos Architects (LCA) dated

Consultant: Loving and Campos Architects (LCA)
School: Oakland High School
Funding: General Obligation Bond-Measure B

LEGISLATIVE FILE

File ID No. 09-2494
Introduction Date 9-1-09
Enactment No. 09-1912
Enactment Date 9-9-09
By TS

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
September 9, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: **Amendment No. 5 - Loving & Campos Architects, Inc. (LCA) - Oakland High School Modernization Project**

ACTION REQUESTED

Approval by Board of Education of Amendment No. 5 with Loving & Campos Architects, Inc. (LCA) for Additional Architectural Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$13,540.00, increasing previous contract amount from \$1,743,367.00 to a not to exceed amount of \$1,756,907.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

Oakland High School was originally constructed in 1928. More of the original structures were removed in 1972 when a large new school was built in the center of the site. Currently the existing portables are dated and require demolition and removal. The existing classroom count will remain, and the Modernization design team, in consultation with district staff, will best determine whether to reconfigure existing structures and replace the portable classrooms units, or build a separate structure for classroom use.

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.

DISCUSSION

The scope of the project is for the consultant increased costs are for the additional work required to submit the design package for CHPS verifications. As part of the requirements, an acoustical analysis and report is required, per proposal dated March 13, 2009, which is attached and forms an integral part of this contract.

FISCAL IMPACT

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

RECOMMENDATION

Approval by Board of Education of Amendment No. 5 with Loving & Campos Architects, Inc. (LCA) for Additional Architectural Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$13,540.00, increasing previous contract amount from \$1,743,367.00 to a not to exceed amount of \$1,756,907.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 3049901810-6215

AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects, Inc. (LCA)

FOR

**Additional Services for the
Oakland High School Modernization Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

March 31, 2008

OAKLAND, CA 94601
STREET

35 17 P 11 2008

PLANNING
MANAGEMENT
DEPARTMENT

AMENDMENT NO.5 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND LOVING & CAMPOS ARCHITECTS, INC.

(LCA)

DATED JULY 9, 2007

This 5th Amendment is entered into this 31st day of March, 2008 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND LOVING & CAMPOS ARCHITECTS, INC. (LCA) ("CONSULTANT") for the Oakland High School Modernization Project.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional architectural services provided by CONSULTANT, namely, the consultant increased costs are for the additional work required to submit the design package for CHPS verification. As part of the requirements, an acoustical analysis and report is required, per proposal dated March 13, 2009 which is attached and an integral part of this contract, due to a District requested change.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project for the consultant increased costs are for the additional work required to submit the design package for CHPS verification.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional architectural services for the Oakland High School Modernization Project Project. The present fee of \$1,743,367.00 is hereby increased by a not-to-exceed amount of \$13,540.00 for a new total contract amount of \$1,756,907.00.

The Fees for the above scope of work are as follows:

Total of Scope Items

	<i>Scope Item</i>	<i>Amount</i>
1)	<i>Traffic Noise Measurement and Analysis</i>	<i>\$3,400.00</i>
2)	<i>HVAC Noise Analysis</i>	<i>\$1,900.00</i>
3)	<i>Reverberation Time Analysis</i>	<i>\$1,900.00</i>
4)	<i>Design Phase Report</i>	<i>\$1,500.00</i>
5)	<i>Post-Construction Measurements and Report</i>	<i>\$3,800.00</i>
	<i>Grand Total</i>	<i>\$13,540.00</i>

All remaining portions of the agreement shall remain in full force and effect as originally stated.

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

CONSULTANT: Loving & Campos Architects, Inc. (LCA)

By: 
Title: 

Dated: 8/17/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: -
~~Alice Spearman~~, President of the Board of Education

Dated: 9/10/09

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 9/10/09

By: 
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 8.19.09

Attachments: Agreement for Professional Services with Loving & Campos Architects, Inc. (LCA) dated JULY 9, 2007

Consultant: Loving & Campos Architects, Inc. (LCA)
School: Oakland High School
Funding: General Obligation Bond-Measure B

LOVING & CAMPOS
ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Oakland High School
Modernization** ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: **6**

OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **March 13, 2009**

TO: **Loving & Campos Architects Inc.
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax** ARCHITECT'S PROJECT NO: **07033**

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

Individual: **Mr. Tadashi Nakadegawa / Mr. Luigi Tinonga**

Subject: **Acoustical Report - CHPS Requirements**

Here is the background for our add services request:

The design team has been requested to submit the design package for CHPS verification. As part of the requirements, an acoustical analysis and report is required. For this, we are requesting additional fund to cover the acoustical engineer and architectural coordination.

Description	A&E Fee
Architectural (4 hours @ \$160/hr)	= \$640.00
Acoustical Engineer	= \$12,900.00
TOTAL ADDITIONAL SERVICE REQUEST	\$13,540.00

Thank you,



Carl Campos, CEO Date **3/13/09** OUSD Date
Loving & Campos Architects Inc. Authorization of Additional Services indicated.

Attachments:

- Charles M. Salter Associates Fee Proposal, dated 3/10/09.

Charles M Salter Associates Inc

Consultants in
Acoustics
Audio/Visual
System Design
and Telecommunications

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Eva Cuester
Thomas A Schindler, PE
Kenneth W Greven, PE
Eric L Broadhurst, PE
Philip N Sanders
Robert P Alvarado
John C Frayley, PE
Durand R Beggs, Ph.D
Michael D Toy, PE
Thomas J Corbett
Ross A Jerozol
Jason R Dury
Cristina L Myer
Joey G D'Angelo
Eric A Yee
Joshua M Roger
Troy Gimbel
Randy D Weisbeck
Peter K Holz
Andrew L Stanley
Christopher A Pfeiffer
Timothy G Brown
Jeff Clucky
Ethan Saker
Eliana Y Hsien
Aleksandar K Saker
Jeremy L Decker
Ryan McClain
Claude Kraehs
Brian Good
Candice Huey
Jocelyn Sabat
Heather Moya
Mehmet D Hoordeas
Cebba Garcia
Jasmine Picotero
Alison Whitson

10 March 2009

Carolyn Challice
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596
Email: cchallice@lca-architects.com

Subject: **Oakland High School, Buildings F and G
CHPS Acoustics Documentation –
Proposal for Acoustical Consulting Services**

Dear Carolyn:

Thank you for requesting an acoustical consulting services proposal for Oakland High School Buildings F and G in Oakland, California. Per the drawings you have provided, Building F is an existing building that will be renovated to house General Education, Special Education, and Science classrooms. Building G will be a new building to house classrooms and computer labs. You have asked us to review the drawings and provide recommendations and reports to document that the classrooms meet at least the minimum acoustical performance for certification by the Collaborative for High Performance Schools (CHPS).

SCOPE OF SERVICES

We expect to perform the following specific tasks.

1. Measure outdoor noise at the project site over a period of at least 24 hours and calculate the noise reduction required to reduce intrusion of traffic noise to 45 dBA or lower, per CHPS prerequisite EQ3.0.
2. Recommend window modifications, if required.
3. Calculate HVAC noise in classrooms based on information in the mechanical drawings, plus additional information, such as sound power data for the specified equipment, which we may need to obtain from the mechanical consultant.
4. Recommend noise reduction measures, to the extent required, to achieve a background noise level no greater than 45 dBA, per CHPS prerequisite EQ3.0.
5. Calculate reverberation times in classrooms based on the finishes currently shown in the drawings.
6. Recommend amount and placement of additional sound absorbing materials to the extent required to achieve a maximum reverberation time of 0.6 seconds in classrooms.

Carolyn Challice
10 March 2009
Page 2

7. Produce a report documenting the measures that have been incorporated into the design to meet CHPS prerequisite EQ3.0, or to earn points for improved acoustical performance (EQ3.1), if applicable.
8. Conduct acoustical measurements in the finished buildings to confirm that the required background noise levels and reverberation times have been achieved.

ADDITIONAL SERVICES

The following services are not included in the base scope but can be added, if needed.

1. Acoustical recommendations to address spaces other than classrooms, and to address acoustical issues other than those required by the CHPS certification system. Such issues may include HVAC noise in office and administrative spaces, sound insulation between classrooms or from office to office, speech privacy at exam rooms, etc.
2. Audiovisual system design
3. Meetings or additional drawing reviews
4. Construction phases services such as reviewing submittals and RFIs, and visiting the site to observe installation of acoustical materials and assemblies in progress

FEE ESTIMATE

We plan to provide acoustical consulting services in accordance with the attached Terms and Conditions sheet containing our hourly rates and insurance information. Estimated fees are as follows.

Traffic Noise Measurements and Analysis.....	\$3,400
HVAC Noise Analysis.....	\$1,900
Reverberation Time Analysis.....	\$1,900
Design Phase Report.....	\$1,500
Post-Construction Measurements and Report.....	\$3,800

Reimbursable expenses, such as milcage to and from the project site, and instrumentation-use fees will be billed in addition to consulting fees without markup. Reimbursable expenses are expected to total less than \$400.

* * *

Charles M Salter Associates Inc

TERMS AND CONDITIONS

Insurance:

<u>General Liability</u>	\$2,000,000
<u>Workers Compensation</u>	\$1,000,000
<u>Automobile Liability</u>	\$2,000,000

Professional Liability ("Errors and Omissions"): Professional liability of Charles M. Salter Associates, Inc. (CSA), its officers, employees, and subconsultants is limited to \$50,000 or our total fee, whichever is less. The above limitation of professional liability can be increased to the limit of our insurance policy (\$1,000,000) by increasing our total fee by 10% prior to start of our services.

Schedule of Hourly Rates:

President and Senior Vice President	\$250
Vice President and Director	\$230
Principal Consultant	\$190
Senior Consultant	\$145
Consultant	\$125
Technical Assistant	\$90

Reimbursable expenses such as travel, subsistence, meals, lodging, and project-related materials are billed in addition at cost. Measurement instrumentation-use charges are at our standard rates.

Invoices for technical labor, reimbursable expenses, and instrumentation use are rendered monthly for services performed during the previous month. Payment for each invoice is due within 30 days.

Fee proposals are valid for 60 days. The total fee will be applied as we deem appropriate among the individual tasks. All fee proposals assume that services proceed without unreasonable delays, redesign, or scope changes. Such occurrences may warrant a renegotiation of fees. The schedule of hourly rates is valid for one year from the proposal date. A renegotiation of our hourly rates may be required after this period.

CSA specifications input and details have *all rights reserved* by Charles M. Salter Associates, Inc. These documents are for use only on the project for which Charles M. Salter Associates, Inc. is retained. It is the project architect's and engineer's responsibility to coordinate and verify the suitability of all specifications input and details as appropriate for the project. To facilitate drawing reviews, we require that paper copies of contract documents be sent to our office.

Site visits and observations, if any, conducted by our firm relate only to our services. We are not responsible for the safety of others at the job site.

LEGISLATIVE FILE

File ID No. 09-2190
Introduction Date 8-4-09
Enactment No. _____
Enactment Date _____
By _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
August 12, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning &
Management, Buildings & Grounds and Custodial Services

Subject: Amendment No. 4 - Jensen-Van Lienden - Oakland High School
Modernization Project

ACTION REQUESTED

Approval by the Board of Education of Amendment No. 4 with Jensen-Van Lienden for Additional Geotechnical Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$5,750.00, increasing previous contract amount from \$28,300.00 to a not to exceed amount of \$34,050.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

Based on discussion with the Architect of Record and review of the Geotechnical participation, this additional coverage is required.

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.

DISCUSSION

The scope of the project is to provide fulltime geotechnical engineering observation of the pier drilling for Building G and observation of footing excavations for the retaining wall at the southwest corner of the property, due to a District requested change.

FISCAL IMPACT

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

RECOMMENDATION

Approval by the Board of Education of Amendment No. 4 with Jensen-Van Lienden for Additional Geotechnical Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$5,750.00, increasing previous contract amount from \$28,300.00 to a not to exceed amount of \$34,050.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 3049901810-6252

AMENDMENT NO.4 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND JENSEN-VAN LIENDEN
DATED OCTOBER 24, 2008

This 4th Amendment is entered into this 29th day of May, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND JENSEN-VAN LIENDEN ("CONSULTANT") for the Oakland High School Oakland High School Modernization.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional geotechnical services provided by CONSULTANT. Whereas the consultant is to provide fulltime geotechnical engineering observation of the pier drilling for Building G and observation of footing excavations for the retaining wall at the southwest corner of the property, due to a District requested change.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project is to provide fulltime geotechnical engineering observation of the pier drilling for Building G.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional geotechnical services for the Oakland High School Modernization Project. The present fee of \$28,300.00 is hereby increased by a not-to-exceed amount of \$5,750.00 for a new total contract amount of \$34,050.00.

All remaining portions of the agreement shall remain in full force and effect as originally stated.

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

CONSULTANT: Jensen-Van Lienden

By:  Dated: June 16, 2009

Title: Principal


OAKLAND UNIFIED SCHOOL DISTRICT

By: _____ Dated: _____
Noel Gallo, President of the Board of Education

By: _____ Dated: _____
Edgar Rakestraw, Jr., District Secretary

By:  Dated: _____
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Approved as to form:

 Dated: 6.23.09
Cate Boskoff, Facilities Counsel

Attachments: Agreement for Professional Services with Jensen-Van Lienden dated

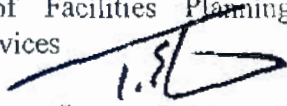
Consultant: Jensen-Van Lienden
School: Oakland High School
Funding: General Obligation Bond-Measure B

LEGISLATIVE FILE

File ID No. 09-0847
Introduction Date 4-1-09
Enactment No. _____
Enactment Date _____
By _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
April 8, 2009

To: Board of Education

From: Roberta Mayor, Ed.D., Interim Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services


Subject: Amendment No. 3 - Loving & Campos Architects, Inc. - Oakland High School Modernization Project

ACTION REQUESTED

Approval by Board of Education of Amendment No. 3 with Loving & Campos Architects, Inc. for Additional Architectural Services on behalf of the District for the Oakland High School Modernization Project Project, increasing the contract by a not to exceed amount of \$100,000.00, increasing previous contract amount from \$1,625,367.00 to a not to exceed amount of \$1,725,367.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

Oakland High School was originally constructed in 1928. More of the original structures were removed in 1972 when a large new school was built in the center of the site. Currently the existing portables are dated and require demolition and removal. The existing classroom count will remain, and the Modernization design team, in consultation with district staff, will best determine whether to reconfigure existing structures and replace the portable classrooms units, or build a separate structure for classroom use.

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.

DISCUSSION

The scope of the project is to address reimbursable expenses that need to be billed as part of contract in lieu of separate billings, per the attached proposal dated January 21, 2009. As per previous consultation with Facilities Counsel; this is the same issue that required reimbursement for Additional Service Request for the Oakland High School Mechanical Repair Project, due to a District request.

FISCAL IMPACT

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

RECOMMENDATION

Approval by Board of Education of Amendment No. 3 with Loving & Campos Architects, Inc. for Additional Architectural Services on behalf of the District for the Oakland High School Modernization Project, increasing the contract by a not to exceed amount of \$100,000.00, increasing previous contract amount from \$1,625,367.00 to a not to exceed amount of \$1,725,367.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 3049901810-6215

AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects, Inc.

FOR

**Additional Services for the
Oakland High School Modernization Project Project**

Project Number: 05016

OAKLAND UNIFIED SCHOOL DISTRICT

February 17, 2009

OAKLAND, CA 94601
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PLANNING DEPARTMENT
MANAGEMENT
PLANNING