

Board Office Use: Legislative File Info.	
File ID Number	14-0718
Committee	Facilities
Introduction Date	4-23-2014
Enactment Number	14-0685
Enactment Date	4/23/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations *VEH*
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date April 23, 2014

Subject Amendment No. 5, Independent Consultant Agreement for Professional Services - Loving and Campos (LCA) Architects - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 5, Independent Consultant Agreement for Professional Services with Loving and Campos (LCA) Architects for Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab project, in an amount not-to exceed \$7,050.00, increasing previous contract amount from \$1,289,986.00 to a not to exceed amount of \$1,297,036.00 and revising the end date from October 27, 2011 through December 31, 2013 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background City maps indicate an abandoned sewer line that currently serves the neighborhood and the school. This sewer line is not abandoned and is located directly beneath the school. This project re-routes the public line to a patch of land on the north side of the site and not underneath the building. This easement would transfer maintenance of this portion of the property to the City of Oakland.

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. 5, Independent Consultant Agreement for Professional Services with Loving and Campos (LCA) Architects for Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab project, in an amount not-to exceed \$7,050.00, increasing previous contract amount from \$1,289,986.00 to a not to exceed amount of \$1,297,036.00 and revising the end date from October 27, 2011 through December 31, 2013 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

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

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 5 TO INDEPENDENT CONSULTANT CONTRACT

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

1. Services:	<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 a Title Report, Plat, and Legal Description to describe and deed a portion of the existing site at Calvin Simmons to the City of Oakland. Work should also include a summary of work document prepared for the City of Oakland. Work involves adding an additional server line parallel to the existing school and continue out to 35th Avenue.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>One year</u>, and the amended expiration date is <u>December 31, 2014</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>\$7,050.00</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, two hundred eighty-nine thousand, nine hundred eighty-six dollars (\$1,289,986.00).</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:

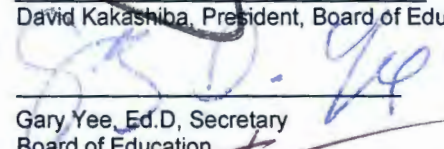
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	2-22-2012	The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis.	\$23,360.00
2r2	10-2-2012	The scope of the project is to provide additional Architect and Design services. The additional cost associated with a number of revisions including resolution of sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings.	\$175,570.00
3	2-13-2013	Changes to accommodate 6 th and 7 th grades from the newly formed middle school at LIFE academy.	\$10,950.00
4	8-14-2013	1) The scope of the project is provide additional funding for the cost associated with unforeseen conditions. Will require an active sewer line	\$17,680.00

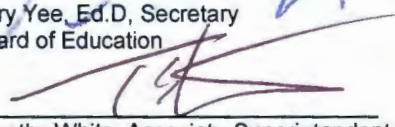
		that is underneath the existing school be re-routed directly to 35 th Avenue. This will require a survey, Plat plan, and legal description which is in this scope of work. Also included in this scope is a revised schematic grading plan. 2) Provide a Division of State Architect acceptable structural attachment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

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

OAKLAND UNIFIED SCHOOL DISTRICT

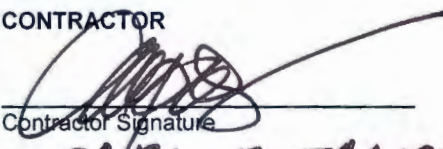


David Kakashiba, President, Board of Education4/24/14
Date

Gary Yee, Ed.D, Secretary
Board of Education4/24/14
Date
Date

Timothy White, Associate Superintendent
Facilities, Planning and Management_____
Date

CONTRACTOR



Contractor Signature3/26/14
DateCARL E CAMP

Print Name, Title

EXHIBIT "A" Scope of Work**Contractor Name: Loving and Campos Architects (LCA)****Billing Rate: Seven thousand, fifty dollars and no cents (\$7,050.00)****1. Description of Services to be Provided****2.**

The scope of the project is to provide a Title Report, Plat, and Legal Description to describe and deed a portion of the existing site at Calvin Simmons to the City of Oakland. Work should also include a summary of work document prepared for the City of Oakland. Work involves adding an additional server line parallel to the existing school and continue out to 35th Avenue.

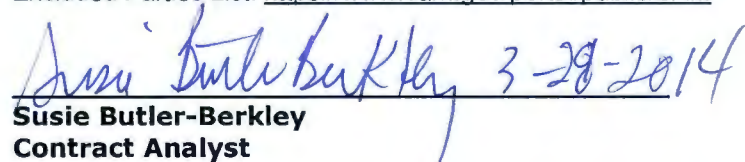
2. Specific Outcomes:

Clean, safe environment for the students and staff.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

 3-28-2014
Susie Butler-Berkley
Contract Analyst



TRANSMITTAL

Date: March 26, 2014

LCA Job Number: 11060

To: **Susie Butler-Berkley, Contract Analyst**
OUSD
955 High Street
Oakland, CA 94601
510-879-3664

From: Edie Davis for Carl Campos

We are transmitting herewith by overnite the following items:

<u>Copies</u>	<u>Date</u>	<u>Description</u>
3	3/26/14	Amendment No. 5 to Agreement for Professional Services with Loving & Campos (LCA) for Additional Design Services on for the Calvin Simmons Project in an additional amount not to exceed \$7,050.00.

Certificates of Insurance will follow separately. Please return a fully executed copy to my attention. Thank you.

cc: File

RECEIVED
OAKLAND UNIFIED
SCH. DIST.
2014 MAR 27 P 1:01
OFFICE OF
BUILDINGS & GROUNDS



ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: August 1, 2013

LCA Project #11060

ASR #6

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

Owner: **Oakland Unified School District**

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

Individual: **Mr. Tadashi Nakadegawa / Mr. Al Anderson**

Subject: **Title Report Acquisition**

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

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

1. A Title report will be required along with all reference back up documents in order to properly describe the legal description for the sanitary sewer easement along the North property line in which the Civil Engineer is authorized to prepare.
2. Civil engineer will coordinate with a Title Company to procure a copy of a current title report for the site.

Description	A&E Fee
Architectural Fee	15 hours x \$170 / hr = \$2,550.00
D02 - Civil	(see attached additional service request) = \$4,500.00

TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed)**\$7,050.00**

Thank you,


Carl Campos, CEO
LCA Architects Inc.**8/01/13**
Date**OUSD**
Authorization of Additional Services indicated.
Date**Attachments:****Consultant Fee Proposals**

- D02. Calichi dated 7/25/13 (3 pages)



CALICHI DESIGN GROUP

245 Jn Street, Suite 100
Oakland, CA 94612
(415) 290-2452
www.cali-chi.com

P 000011

July 25, 2013

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

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

Dear Mr. Bogstad:

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

This additional service request is based on email correspondence with the Client on July 23, 2013, and the Consultant's experience working on similar projects.

PROJECT UNDERSTANDING

This Additional Service Request (ASR) is for CDG to acquire a current Title Report for the property in order to facilitate the generation of the Plat and Legal Description to describe and deed over to the City of the Oakland the sewer main easement.

SLBE / LBE Status:

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

SCOPE OF SERVICES

Task 1 – Title Report Acquisition

A Title Report will be required along with all reference backup documents in order to properly describe the legal description for the sanitary sewer main easement along the North property line in which CDG is authorized to prepare (signed contract amendment dated 3/5/2013). CDG will coordinate with a title company to procure a copy of a current title report for the subject properties.

Deliverable: An electronic copy (pdf) of the title report and backup documents.

Additional Services

Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis under this Task. Should additional services be undertaken on an hourly basis, and if requested by the Client, CDG will provide the Client with an hour estimate (with conditions) for the requested scope of services. As an alternate option, the Client has the option to renegotiate lump sum fees for additional consulting services.



CALICHI DESIGN GROUP

248 Ard Street, Suite 545
Oakland, CA 94612
(415) 376-2452
www.CaliChi.com

PAGE | 2

Information Provided By Client

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

- Signed agreement

Schedule

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

Use of Information

CDG will endeavor to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. CDG's assessment is based in large part on information provided to us by others (agency staff, Utility Company Representatives, etc.) and therefore is only as accurate and complete as the information provided by others. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions. The scale of research to be undertaken at this point in time is limited. To fully determine all site constraints additional studies will be required.

Closure

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



CALICHI DESIGN GROUP

248 2nd Street, Suite 205
Oakland, CA 94607
(415) 366-3482
www.CaliChi.com

Page | 3

Method of Compensation: *Professional Services related to the Calvin Simmons Project Site – 2101 35th Avenue, Oakland, California 94601 – Title Report Acquisition.*

Task	Task Description	Fee	Fee Type
1	Title Report Acquisition	\$4,500	Lump Sum
Total		\$4,500.00	Lump Sum

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

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

ACCEPTED:

LCA Architects, Inc.

CaliChi Design Group

BY: _____

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

TITLE: _____

TITLE: Principal

DATE: _____

DATE: 07/25/2013



CALICHI DESIGN GROUP

248 3rd Street, Suite 645
Oakland, CA 94607
(415) 390-2452
www.CaliChi.com

Page | 1

December 23, 2013

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

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

To Whom it May Concern,

This letter is to accompany the sewer main easement dedication paperwork for the Calvin Simmons School Modernization project located at 2101 35th Avenue in Oakland, California. With the submittal of the attached easement dedication, we expect the City to review and approve the dedication for the benefit of their own access and maintenance of the soon to be constructed public sewer main.

During the course of the modernization, the contractor discovered that the 8" public sewer main in the old Galindo Street between Verbeng and 35th Avenue and the 8" public sewer main in old Verbeng between Alexander Hamilton and the old Galindo Street were not abandoned in place as indicated on City of Oakland Block Map 1503B472-153. They are in fact still active and flowing public sewer without the benefit of City access or maintenance easements. As such, these lines are scheduled to be abandoned in place and a new 8" public sewer main be constructed along the North property line of the Calvin Simmons Middle School site from the old Verbeng roadway to 35th Avenue. Construction Documents for both the on-site and off-site P-Job plans were submitted to the City of Oakland and approved by Dave Mog on May 30, 2013 for the sewer main relocation.

If you should have any questions or comments regarding this issue, please do not hesitate to contact me at (415) 390-2452 or by email at reco@calichi.com.

Thank you,

CaliChi Design Group

BY: Reco V. Prianto, P.E., LEED AP
TITLE: Principal
DATE: 12/23/2013

Exhibit 'A'

Sanitary Sewer Easement

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

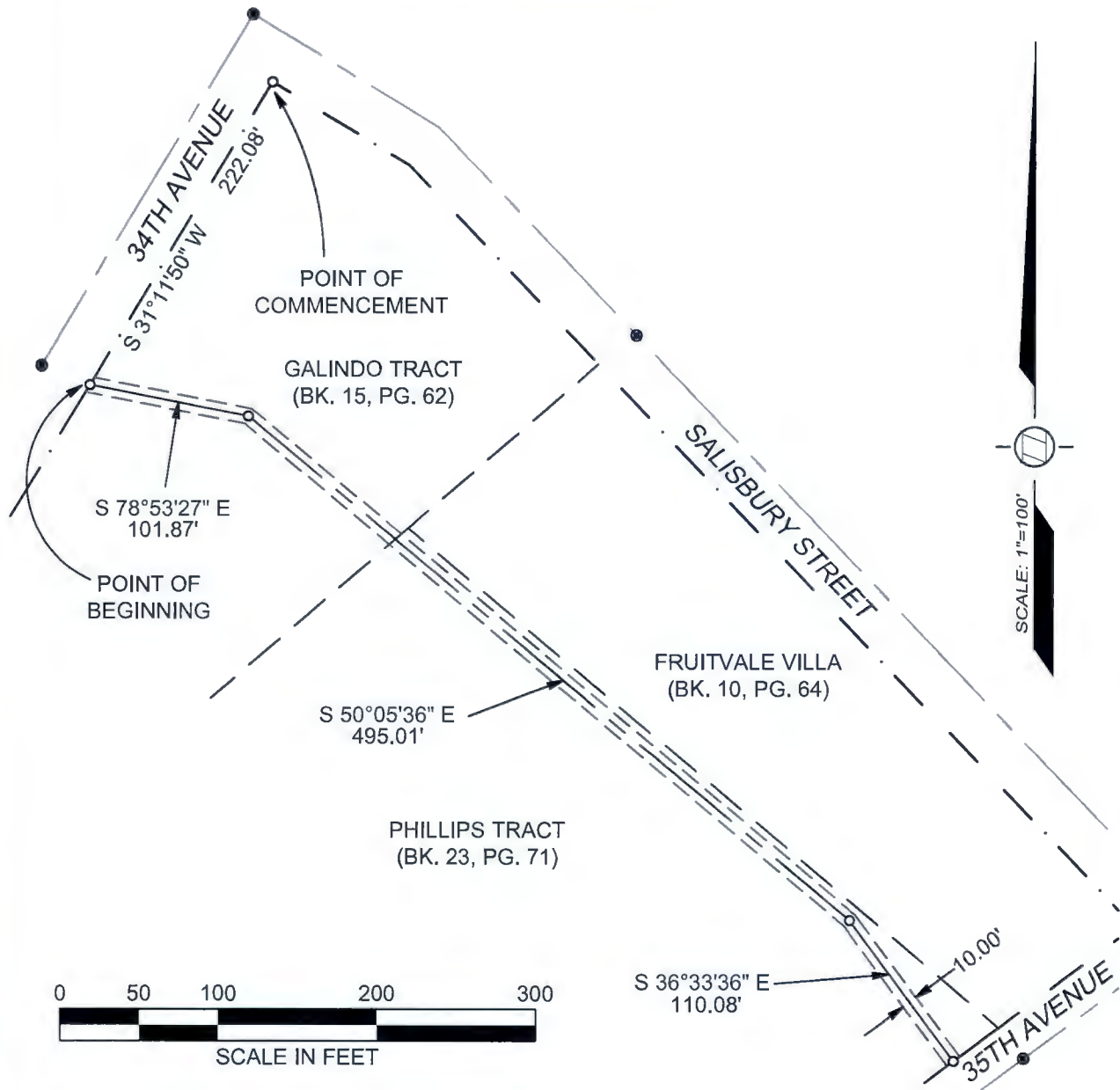
A 10' strip of land, the centerline more particularly described as follows;

Commencing, for reference, at the intersection of the Southwesterly line of Salisbury Street and the Southeasterly line of 34th Avenue; thence along said Southeasterly line of 34th Avenue South 31°11'50" West, 222.08 feet to the true point of beginning; thence leaving said Southeasterly line of 34th Avenue, South 78°53' 27" East, 101.87 feet; thence South 50 °05'36" East, 495.01 feet; thence South 36°33'36" East, 110.08 feet to a point on the Northwesterly line of 35th Avenue.

Sidelines of said strip shall be truncated and/or extended, as the case may be, to begin on the Southeasterly line of 34th Avenue and end on the most Northwesterly line of 35th Avenue.

EXHIBIT B

SANITARY SEWER EASEMENT



1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124

date: MARCH, 2013
scale: 1"=100'
drawing: 0812-004



First American Title Insurance Company
National Commercial Services
1850 Mt. Diablo Blvd., Suite 300
Walnut Creek, CA 94596

Matt Morrow
Morrow Surveying, Inc.
1255 Starboard Drive
West Sacramento, CA 95691

Escrow Officer: Pamela Nicolini
Phone: (925)927-2173
Email: pnicolini@firstam.com
Owner: Oakland School District of Alameda Count
Property: 2101 35th Avenue, Oakland, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 03, 2013 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Owner's Policy 1402.06 (6-17-06)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Oakland School District of Alameda County, a public corporation as to an undivided 2/3 interest and Oakland High School District of District of Alameda County, a public corporation, as to an undivided 1/3 interest

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2013-2014, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2012-2013 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 027-0879-017.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Any rights or easements over, under or across those abandoned portions of Galindo Street and Verberg Avenue described in City Ordinance No. 1838NS filed May 19, 1920.
5. An easement for public sewer and incidental purposes in the document recorded June 14, 1920 in Book 2903 of Deeds, Page 195.
6. An easement for a storm drain pipe line and incidental purposes, recorded October 16, 1953 in Book 7156, Page 305 of Official Records.
In Favor of: City of Oakland, a municipal corporation of the State of California
Affects: As described therein

Terms and provisions contained in the above document.

7. An easement for flood control and incidental purposes, recorded October 26, 1978 as Instrument No. 78-209386 in Book 5643, Page 581 of Official Records.

In Favor of:

Affects:

Alameda County Flood Control and Water Conservation District
Commencing at a point on the southwesterly line of Lot 21, as said Lot is shown on that certain map entitled "Map of the Phillips Tract, Brooklyn Township, Alameda County, California" etc., filed March 03, 1908, in Book 23 of Maps at Page 71 thereof, records of Alameda County, California, said point being distant thereon North 58° 42' 00" West (the bearing of said southwesterly line being taken as North 58° 42' 00" West for the purpose of making this description), 124.69 feet from the most southerly corner of said Lot 21; thence along said southwesterly line North 58° 42' 00" West, 10.42 feet to the general northwesterly line of said Lot 21; thence along said general northwesterly line North 2° 00' 00" East, 56.34 feet; thence North 23° 30' 00" West, 82.50 feet; thence North 39° 30' 00" East, 95.00 feet; thence South 88° 30' 00" East, 59.40 feet; thence North 51° 30' 00" East, 97.00 feet to the most northerly corner of said Lot 21; thence along the northeasterly line of said Lot 21 South 50° 00' 00" East, 19.89 feet; thence leaving said northeasterly line South 47° 48' 50" West, 16.00 feet; thence South 58° 03' 30" West, 22.49 feet; thence South 47° 48' 50" West, 50.00 feet; thence southwesterly and westerly on the arc of a curve to the right, tangent to last said course, the radius of which curve is 85.00 feet, through a central angle of 30° 58' 32", a distance on said arc of 45.95

8. An easement for the transmission of signals used in the provision of any public or private communication, video and/or information services and incidental purposes, recorded June 18, 2009 as Instrument No. 2009192999 of Official Records.

In Favor of:

Affects:

SBC Global Services, Inc. dba AT&T Global Services

As described therein

Terms and provisions contained in the above document.

9. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/ACSM survey.
10. Rights of parties in possession.
11. Prior to the issuance of any policy of title insurance, the Company will require:

An ALTA/ACSM survey of recent date which complies with the current minimum standard detail requirements for ALTA/ACSM land title surveys.

INFORMATIONAL NOTES

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a Educational Facility known as 2101 35th Avenue, Oakland, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. If this preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only, it is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 - a. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:

- a. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendment;
- c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- d. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

D. WITH RESPECT TO A GENERAL PARTNERSHIP:

- a. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
- b. A full copy of the partnership agreement and any amendments;
- c. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:

- a. A copy of its operating agreement and any amendments thereto;
- b. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
- c. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
- d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates

with the existence of only one manager.

- e. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

- a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- c. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

- a. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

LOTS 1 THROUGH 21, INCLUSIVE, AS SAID LOTS ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "MAP OF THE PHILLIPS TRACT, BROOKLYN TP., ALAMEDA COUNTY, CALIFORNIA", FILED MARCH 03, 1908 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF ALAMEDA, IN LIBER 23 OF MAPS, PAGE 71.

APN: 027-0879-017

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date

- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
 - 3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 - 4. Failure to pay value for your title.
 - 5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2014

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596		INSURERS AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Co.	29424
		INSURER B: American Automobile Ins. Co.	21849
		INSURER C: Catlin Insurance Company, Inc.	
		INSURER D: Sentinel Insurance Co. LTD	11000
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
		GENTL AGGREGATE LIMIT APPLIES PER:					
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
D		AUTOMOBILE LIABILITY	57UEGHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		GARAGE LIABILITY					
		<input type="checkbox"/> ANY AUTO					
A		EXCESS/UMBRELLA LIABILITY	57SBWLQ8132	05/30/13	05/30/14	EACH OCCURRENCE	\$2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$2,000,000
							\$
							\$
							\$
		<input checked="" type="checkbox"/> RETENTION \$ 10000					
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81015024	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability	AED981851214	12/01/13	12/01/14	\$2,000,000 per claim \$2,000,000 annl aggr.	

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

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

Ref: Amendment No.5, Calvin Simmons Improvements.

Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General Liability per policy form wording. Such insurance is primary per policy form. A Waiver of Subrogation applies to Workers Compensation. See attachments.

CERTIFICATE HOLDER

**Oakland Unified School District
Attn: Susie Berkley
Division of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~RECOVER TO~~ MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, **ENTER YOUR OWN SOCIAL SECURITY NUMBER HERE**

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

Insured: LCA Architects, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBWLQ8132
Policy Effective Date: 05/30/13
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.

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: LCA Architects, Inc.

Policy Number: 57UEGHS9127

Policy Effective Dates: 05/30/13

Additional Insured:

Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives

Additional Insured: SECTION II – LIABILITY COVERAGE

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

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT

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

Insured: LCA Architects, Inc.

Policy Number: WZP81015024

Effective Date: 01/01/14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District
Attn: Susie Berkley
Division of Facilities Planning & Mgmt
955 High Street

Ref: Amendment No.5, Calvin Simmons Improvements. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives

Countersigned by



Authorized Representative

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

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

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Information

Contractor Name	Loving and Campos Architects (LCA)	Agency's Contact	Carl Campos				
OUSD Vendor ID #	I010791	Title	AOR				
Street Address	1900 Broadway Avenue, Suite 800	City	Oakland	State	CA	Zip	94621
Telephone	510-272-1060	Policy Expires	5-30-14				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	07140						

Term

Date Work Will Begin	10-27-2011	Date Work Will End By (not more than 5 years from start date)	12-31-2014
-----------------------------	------------	---	------------

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$1,297,036.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 7,050.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	2059003821	6215	\$7,050.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	Fax	510-535-7082
1.	Accounting Manager			
	Signature	Date Approved	3/28/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	4-7-14	
	Associate Superintendent, Facilities Planning and Management			
3.	Signature	Date Approved	3/28/14	
	Deputy Superintendent, Business Operations			
4.	President, Board of Education			4/8/14
5.	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	13-1665
Committee	Facilities
Introduction Date	8-14-2013
Enactment Number	13-156-1
Enactment Date	8/14/13 CA



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date August 14, 2013

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

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

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

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

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

Fiscal Impact

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

Attachments

- Independent Consultant Agreement including scope of work



AMENDMENT NO. 4 TO INDEPENDENT CONSULTANT CONTRACT 701 01 -3 P 2:55

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

1. Services:	<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: 1) <u>The scope of the project is provide additional funding for the cost associated with unforeseen conditions. Will require an active sewer line that is underneath the existing school be re-routed directly to 35th Avenue. This will require a survey, Plat plan, and legal description which is in this scope of work. Also included in this scope is a revised schematic grading plan.</u> 2) <u>Provide a Division of State Architect acceptable structural attachment in lieu of current nailed connection. Repair work is to be done to avoid any additional damage but still allows truss manufacturer to warranty product. Scope includes consultation, design and submission to DSA.</u></p>		
2. Terms (duration)	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</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 \$17,680.00 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, two hundred eighty-nine thousand, nine hundred eighty-six dollars (\$1,289,986.00).</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	2-22-2012	The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis	\$23,360.00
2r2	10-2-2012	The scope of the project is to provide additional Architect and Design services. The additional cost associated with a number of revisions including resolution of sewer line under the existing school, revised documents for additional Division of State Architect submittal new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings.	\$175,570.00
3	2-13-2013	Changes to accommodate 6 th and 7 th grades from the newly formed middle school at LIFE academy.	\$10,950.00

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

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President, Board of Education

8/15/13

Date

Gary Yee, Ed.D, Secretary
Board of Education

8/15/13

Date

Date

Timothy White, Associate Superintendent
Facilities, Planning and Management

7/8/13

Date

CONTRACTOR

Contractor Signature

Date

Print Name, Title

7/3/13

CARLOS E. CAMPOS, CEO

EXHIBIT "A" Scope of Work**Contractor Name: Loving and Campos Architects (LCA)****Billing Rate: Seventeen thousand, six hundred eighty dollars and no cents (\$17,680.00)****1. Description of Services to be Provided**

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

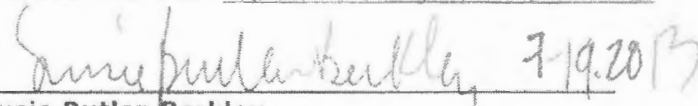
2. Specific Outcomes:

Clean, safe environment for the students and staff.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

**EXHIBIT A****ARCHITECT'S ADDITIONAL SERVICE REQUEST**

Date: May 24, 2013

LCA Project #11060

ASR #4

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

Owner: Oakland Unified School District

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

Individual: Mr. Tadashi Nakadegawa / Mr. Al Anderson

Subject: Increased Project Scope

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

Services: Professional Services to be provided:

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

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

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

Thank you,


Carl Campos, CEO
LCA Architects Inc.

5/24/13
Date

OUSD Date
Authorization of Additional Services indicated.

Attachments:Consultant Fee Proposals

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



CALICHI DESIGN GROUP

2013 3 152
WYNN, CA 94601

2 2 11

February 13, 2013

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

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

Dear Mr. Bogstad:

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

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

PROJECT UNDERSTANDING

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

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

SLBE / LBE Status:

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

SCOPE OF SERVICES

Task 1 – Supplemental Topographic Survey

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

C_____
CHICAGO, IL

FINDLAY, OH

FEBRUARY 13, 2013

OAKLAND, CA

SACRAMENTO, CA



CALICHI DESIGN GROUP

1000 Broadway
Suite 100
Oakland, CA 94612
(415) 778-1100
www.calichidesign.com

Page 12 of 12

Existing utilities will be located in accordance with standard practice: utilities that are readily visible on the site will be field surveyed, and any other utilities will be shown on the survey based on record documents provided by others (Owner, City of Oakland, franchise utility companies, etc.). The rims, inverts and sizes of gravity sewers, if readily accessible, will be shown. The locations of fire hydrants, water valves, gas valves and meters will also be documented. Locations of irrigation facilities, other than controller boxes where visible, are not a part of this scope of work.

Any subsurface investigations in addition to the above (ground penetrating radar, non-destructive testing, or even more invasive testing, etc.) are explicitly excluded from this Task. The deliverable for this Task will be an electronic copy (AutoCAD 2004 and pdf) of the topographic survey. Any modifications to this survey or requests for topographical information outside the specific scope of this Task will be completed under as an additional service.

Task 2 – Sewer Main Easement Plat & Legal Description

CDG will use the alignment of the existing 8" sewer main that runs along the North property line along with the newly redesigned sewer main alignment that continues to 35th Avenue to prepare a plat and legal description demarcating the potential extension alignment and adjacent space for maintenance.

CDG will submit the plat and legal description to the Client for review of the District and will submit to the City of Oakland for review and will address up to one (1) round of consolidated comments from these agencies only.

Additional Services

Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis under this Task. Should additional services be undertaken on an hourly basis, and if requested by the Client, CDG will provide the Client with an hour estimate (with conditions) for the requested scope of services. As an alternate option, the Client has the option to renegotiate lump sum fees for additional consulting services. Some potential Additional Services that CDG is capable of providing include:

- Boundary Survey, and Existing Utility Research / Coordination
- Certifications
- Design of the sewer main itself

Information Provided By Client

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

- Signed agreement
- Legal access to the site.
- Submittal processing and coordination with the District and City.
- An electronic copy of the revised Title Blocks in AutoCAD 2004 or newer.
- Any project fees due to any agency having jurisdiction.

- Signed agreement for the redesign of the sewer itself.

Schedule

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

Use of Information

CDG will endeavor to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. CDG's assessment is based in large part on information provided to us by others (agency staff, Utility Company Representatives, etc.) and therefore is only as accurate and complete as the information provided by others. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions. The scale of research to be undertaken at this point in time is limited. To fully determine all site constraints additional studies will be required.

Closure

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



(115) 3'0-24'

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

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

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

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

ACCEPTED:

LCA Architects, Inc.

CaliChi Design Group

BY: _____

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

TITLE: _____

TITLE: Principal

DATE: _____

DATE: 02/13/2013



(415) $\int_0^1 x^2 dx = \frac{1}{3}$

CALICHI DESIGN GROUP STANDARD PROVISIONS

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

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

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

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

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

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

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

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



341 - 416 - 1111
U.S. - 416 - 1111

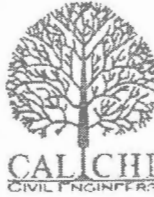
(15) 2'92

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

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

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

C CHICAGO, IL D FINDLAY, OH FEBRUARY 13, 2013 OAKLAND, CA G SACRAMENTO, CA



CALICHI DESIGN GROUP

3050 West Lake Avenue
Oakland, CA 94612
(415) 771-2200
CIVIL ENGINEERS

Page 17

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

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

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

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

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

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

(14) **Construction Phase Services.**

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

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

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

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



CALICHI DESIGN GROUP

SUBSIDIARY OF
CALICHI GROUP, INC.
CIVIL ENGINEERING

2/13/2013

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

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



CALICHI DESIGN GROUP

April 24, 2013

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

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

Dear Mr. Bogstad:

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

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

PROJECT UNDERSTANDING

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

SLBE / LBE Status:

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

SCOPE OF SERVICES

Task 1 – Schematic Grading Plan

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

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

Task 2 – Construction Documents Modifications

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

- Paving and Horizontal Control Plans
- Grading and Drainage Plans

C
CHICAGO, IL

— D —
FINDLAY, OH

APRIL 24, 2013

OAKLAND, CA

G
SACRAMENTO, CA



CALICHI DESIGN GROUP

2011-2012
1515 35th Street
Oakland, CA 94612
(415) 350-0452
www.calichidesign.com

P - 12

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

In addition, CDG will provide the following:

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

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

Task 3 – Construction Administration Assistance

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

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

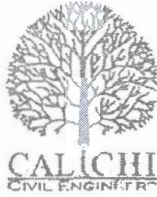
CDG shall not be responsible for on-site compliance with stormwater and/or erosion control regulations. Material testing and inspections are also excluded from this Task. Additional site visits can be completed under a separate contract.

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

Additional Services

Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis under this Task. Should additional services be undertaken on an hourly basis, and if requested by the Client, CDG will provide the Client with an hour estimate (with conditions) for the requested scope of services. As an alternate option, the Client has the option to renegotiate lump sum fees for additional consulting services. Some potential Additional Services that CDG is capable of providing include:

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



CALICHI DESIGN GROUP

2 of 3

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

Information Provided By Client

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

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

Schedule

CDG will provide its services in a professional manner in order to meet a mutually agreed upon schedule. We recognize the aggressive construction schedule of this project and we are able to meet the provided submittal deadlines, assuming that the Client provides prompt noticing and contract authorization.

Use of Information

CDG will endeavor to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. CDG's assessment is based in large part on information provided to us by others (agency staff, Utility Company Representatives, etc.) and therefore is only as accurate and complete as the information provided by others. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions. The scale of due diligence to be undertaken at this point in time is limited. To fully determine all site constraints additional studies will be required.

Closure

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



CALICHI DESIGN GROUP

Page 14

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

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

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

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

ACCEPTED:

LCA Architects, Inc.

CaliChi Design Group

BY: David Bogstad

BY: Reco Prianto

TITLE: President

TITLE: Principal

DATE: _____

DATE: 04/24/2013



CALICHI DESIGN GROUP

10000 Lakeside Blvd.
Suite 200
Oakland, CA 94621
(510) 331-1887
www.calichidesign.com

Page 15

CALICHI DESIGN GROUP STANDARD PROVISIONS

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

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

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

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

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

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



CALICHI DESIGN GROUP

5300 DOWNSIDE BLVD
SUITE 200
CHICAGO, IL 60630
(773) 294-1100
WWW.CALICHI.COM

c | 6

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

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

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

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

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

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

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

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



CALICHI DESIGN GROUP

1001 Market Street, Suite 100
Oakland, CA 94612
(415) 774-2522
www.calichidesign.com

Page 17

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

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

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

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

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

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

(14) **Construction Phase Services.**

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

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

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

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



CALICHI DESIGN GROUP

DESIGN-BUILD GROUP
CALICHI DESIGN GROUP
CIVIL ENGINEERS

4-24-13

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

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

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



EXHIBIT A

ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: June 18, 2013

LCA Project #11060

ASR #5

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

Owner: Oakland Unified School District

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

Individual: Mr. Tadashi Nakadegawa / Mr. Al Anderson

Subject: Increased Structural Engineering Scope

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

Services: Professional Services to be provided:

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

Description	A&E Fee
Architectural Fee	25 hours x \$170 / hr = \$4,250.00
D03 - Structural	(see attached additional service request) = \$2,480.00

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

Thank you,


Carl Campos, CEO
LCA Architects Inc

6/18/13

Date

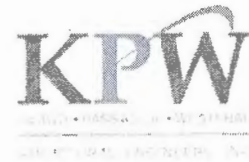
OUSD

Date

Authorization of Additional Services indicated.

Attachments:Consultant Fee Proposals

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



March 28, 2013

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

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

Subject: Fee proposal to provide structural engineering services

Dear Brent:

Per your request, we are providing this fee proposal.

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

We understand the project scope includes the following:

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

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

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

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



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

Very truly yours,

KPW Structural Engineers, Inc.

John Westphal, SE 4575

Principal

Accepted,

LCA Architects

By: _____

Date: _____

Attachment – Standard Terms & Conditions



HOURLY RATES SCHEDULE

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



ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: June 18, 2013

LCA Project #11060

ASR #5

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

Owner: Oakland Unified School District

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

Individual: Mr. Tadashi Nakadegawa / Mr. Al Anderson

Subject: Increased Structural Engineering Scope

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

Services: Professional Services to be provided:


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

Description	A&E Fee
Architectural Fee	25 hours x \$170 / hr = \$4,250.00
D03 - Structural	(see attached additional service request) = \$2,480.00

TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed)

\$6,730.00

Thank you,


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

OUSD Date
Authorization of Additional Services indicated.

Attachments:

Consultant Fee Proposals

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



March 28, 2013

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

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

Subject: Fee proposal to provide structural engineering services

Dear Brent:

Per your request, we are providing this fee proposal.

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

We understand the project scope includes the following:

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

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

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

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



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

Very truly yours,

Accepted,

KPW Structural Engineers, Inc.

LCA Architects

A handwritten signature in dark ink, appearing to read 'J. Westphal', followed by a long horizontal flourish.

John Westphal, SE 4575

Principal

By: _____

Date: _____

Attachment – Standard Terms & Conditions

HOURLY RATES SCHEDULE

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

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

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

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

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

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER B: American Automobile Ins. Co.

21849

INSURER C: **Catlin Insurance Company, Inc.**INSURER D: **Hartford Underwriters Ins. Co.**

INSURER E:

COVERAGES

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

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

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

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

Project Name/Number: Life Academy Renovation/Seismic Retrofit OUSD/#07080. BUSINESS LIABILITY ADDITIONAL

INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives and any other person named in the written contract between the Named Insured and the Certificate Holder. The (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ~~NOT~~ MAIL 30 DAYS WRITTEN

[illegible]

AUTHORIZED REPRESENTATIVE

Julia L. Nelson

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/05/2013

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC

INSURER A:	Hartford Casualty Insurance Co.	29424
INSURER B:	American Automobile Ins. Co.	21849
INSURER C:	Catlin Insurance Company, Inc.	
INSURER D:	Hartford Underwriters Ins. Co.	
INSURER E:		

COVERAGES

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

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

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

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

REF: Job # 05011

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie La Nelson

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/05/2013

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER B: American Automobile Ins. Co.

21849

INSURER C: Catlin Insurance Company, Inc.

INSURER D: Hartford Underwriters Ins. Co.

INSURER E:

COVERAGES

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

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

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

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

REF: Job # 05012.

CERTIFICATE HOLDER

Oakland Unified School District
Chabot Elementary School
6686 Chabot Road
Oakland, CA 94618-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

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

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.

NAIC #

29424

21849

INSURER E:

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.

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

Project: 10039(LCA)-Downtown Educational Complex-\$4,905 The Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are included as Additional Insureds for General and Automobile Liability per policy form wording. Insurance is Primary & Non-Contributory. Waiver of Subrogation applies to Workers' Compensation. See Attached.

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 ~~BY MAIL OR BY FIRST CLASS MAIL~~

RESEARCH DESIGN

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

Client#: 257

LCAARCHIT

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/05/2013

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER B: American Automobile Ins. Co.

21849

INSURER C: Catlin Insurance Company, Inc.

INSURER D: Hartford Underwriters Ins. Co.

INSURER E:

COVERAGES

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

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

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

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

Re; Loving & Campos Project#04044. Oakland Unified School District New Portable/Montero and Thornhill.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD_{tv} CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER B: American Automobile Ins. Co.

21849

INSURER C: Catlin Insurance Company, Inc.

INSURER D: Hartford Underwriters Ins. Co.

INSURER E:

COVERAGES

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

[illegible]

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

COVERAGES


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

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

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

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

Ref: Lowell Middle School Modernization Amendment No.3 / O.U.S.D. Project No. 06004. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General and Automobile Liability. Such insurance is Primary & Non-Contributory. A Waiver of Subrogation applies to Workers' Compensation. See attachments.

CERTIFICATE HOLDER	CANCELLATION
<p>Oakland Unified School District Attn: Timothy E. White Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL RECEIVE MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. NOT REPRODUCED FOR CANCELLATION</p> <p>NOT REPRODUCED FOR CANCELLATION</p> <p>NOT REPRODUCED FOR CANCELLATION</p> <p>AUTHORIZED REPRESENTATIVE </p>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER B: American Automobile Ins. Co.

INSURER c: Catlin Insurance Company, Inc.

INSURER D: **Hartford Underwriters Ins. Co.**

INSURER E:

COVERAGES

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

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

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

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

Ref: Lowell Middle School Modernization Amendment No. 2 / O.U.S.D. Project No. 06004. 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 (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie La Jenson

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

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

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

COVERAGES

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

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

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

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

Ref: Lowell Middle School Health Clinic / O.U.S.D. Project No. 07082. BUSINESS LIABILITY ADDITIONAL INSURED:

The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C, Who Is An Insured, Sub-Section 6., (See Attached Descriptions)

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

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

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

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

COVERAGES

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

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

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

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

Ref: Life Academy Site Assessment / O.U.S.D. Project No. 07043. BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., (See Attached Descriptions)

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

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

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER 8: American Automobile Ins. Co.

21849

INSURER C: Catlin Insurance Company, Inc.

INSURER D: Hartford Underwriters Ins. Co.

INSURER E

COVERAGES

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

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

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

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

Ref: Downtown Educational Complex Project No. 07034. 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 (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

[illegible]

AUTHORIZED REPRESENTATIVE

Julie La Jello

ACORD. CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

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

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER 8: American Automobile Ins. Co.

21849

INSURER C: Catlin Insurance Company, Inc.

INSURER: **Hartford Underwriters Ins. Co.**

INSURER €

INSURED

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

COVERAGES

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

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

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

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

Ref: Cole Middle School Renovations Project / O.U.S.D. Project No. 06018. 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, (See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

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

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.

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

NAIC #

29424

21849

--	--

11

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

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

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

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

Ref: Oakland High School Modernization Project No. 05016. BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., (See Attached Descriptions)

CANCELLATION

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

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

XNXTXRNH XH KJKNRQXRHXKJKNLNXZXNNXXNRQXFRMXXKXNKXKRXHJRKRJRKXGCKXX
BFTGBFRTGVMTFY

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

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

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.

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

NAIC #

29424

21849

104

INSURER E:

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

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

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

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

Ref: OUSD Laurel CDC Building Replacment /Amendment No.1. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General Liability per

(See Attached Descriptions)

CERTIFICATE HOLDER

**Oakland Unified School District
Attn: Susie Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000**

CANCELLATION

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

XX
XX

AUTHORIZED REPRESENTATIVE

Julie La Tolson

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

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.

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

NAIC #

29424

21849

10

INSURER E:

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.

Ref: Architect and Engineering Agreement-Loving & Campos Architects (LCA) Calvin Simmons Improvements and Career Tech Lab-\$1,000,636.00. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General Liability per policy form wording. Such (See Attached Descriptions)

CANCELLATION

Oakland Unified School District
Attn: Susie Butler-Berkley
Contract Analyst
955 High Street
Oakland, CA 94601-0000

AUTHORIZED REPRESENTATIVE

Julia La Nelson

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

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

NAIC

29424
21849

COVERAGES

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

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

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

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

Ref: OUSD Laurel CDC Building Replacment /Amendment No.2. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General Liability per
(See Attached Descriptions)

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Susie Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

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

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Insurance Co.	29424
INSURER B:	American Automobile Ins. Co.	21849
INSURER C:	Catlin Insurance Company, Inc.	
INSURER D:	Hartford Underwriters Ins. Co.	
INSURER E:		

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

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

Ref: Architect and Engineering Agreement and Amendment No. 1 -Loving & Campos Architects (LCA) Calvin Simmons Improvements and Career Tech Lab-\$1,023,996.00. Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General Liability per (See Attached Descriptions)

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie L. Tolson

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC #

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

29424
21849

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.

INS ADD'L LTR		TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<div>GENERAL LIABILITY</div> <div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div> <div><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</div> <div>GENERAL AGGREGATE LIMIT APPLIES PER</div> <div><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> REG <input type="checkbox"/> LTD</div>	57SBWL08132	05/30/13	05/30/14	EACH OCCURRENCE		\$1,000,000	
					DAMAGE TO RENTED TRUCKS & EQUIPMENT		\$1,000,000	
					AGGREGATE PER PERSON		\$10,000	
					PERSONAL & AUTO LIABILITY		\$1,000,000	
					GENERAL AGGREGATE		\$2,000,000	
					PRODUCTS & COMPOUND		\$2,000,000	
D	<div>AUTOMOBILE LIABILITY</div> <div><input checked="" type="checkbox"/> ANY AUTO</div> <div><input type="checkbox"/> ALL OWNED AUTOS</div> <div><input type="checkbox"/> SCHEDULED AUTOS</div> <div><input checked="" type="checkbox"/> RENTED AUTOS</div> <div><input checked="" type="checkbox"/> NON-OWNED AUTOS</div>	57UECHS9127	05/30/13	05/30/14	COMBINED SINGLE LIMIT (All coverages)		\$1,000,000	
					POLICY LIMIT (Per person)		\$	
					POLICY LIMIT (Per accident)		\$	
					POLICY LIMIT (Per person)		\$	
					POLICY LIMIT (Per accident)		\$	
					ADDITIONAL PER ACCIDENT		\$	
A	<div>EXCESS/UMBRELLA LIABILITY</div> <div><input checked="" type="checkbox"/> COLLAR <input type="checkbox"/> CLAIMS MADE</div> <div><input type="checkbox"/> DEDUCTIBLE</div> <div><input checked="" type="checkbox"/> RETENTION \$ 10000</div>	57SBWL08132	05/30/13	05/30/14	EACH OCCURRENCE		\$2,000,000	
					AGGREGATE		\$2,000,000	
							\$	
							\$	
							\$	
							\$	
B	<div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED?</div> <div>If yes, describe under SPECIAL PROVISIONS below</div>	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> VOLUNTARY <input type="checkbox"/> LEGAL LIMITS <input type="checkbox"/> OTHER			
					PER EACH ACCIDENT		\$1,000,000	
					PER EMPLOYEE PER EMPLOYMENT		\$1,000,000	
					PER EMPLOYEE PER POLICY LIMIT		\$1,000,000	
C	OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim		\$2,000,000 annl aggr.	

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

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

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Susie Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXXXX~~ MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT ~~XXXXXXXXXXXXXXX~~
~~XXX~~
~~XXXXXXXXXXXXXX~~

AUTHORIZED REPRESENTATIVE _____

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER B: American Automobile Ins. Co.

21849

INSURER C: Catlin Insurance Company, Inc.

INSURER D: Hartford Underwriters Ins. Co.

INSURER E:

COVERAGES

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	

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

Ref: Amendment 9 for the Downtown Educational Complex Relocation Cole Hot Site / Back up Data Center @ Cole Campus. BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to (See Attached Descriptions)

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Susie Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOT~~ MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~XXXXXXXXXXXXXXXXXXXX~~
 此項通知係向 左列姓名及地址之執照持有者發出(此項通知係以英文發出)此項通知係以英文發出(此項通知係以英文發出)
 此項通知係以英文發出(此項通知係以英文發出)

AUTHORIZED REPRESENTATIVE

Julie La Nelson

ACORDSM CERTIFICATE OF LIABILITY INSURANCE

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

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

COVERAGES

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

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

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

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

Ref: Amendment No. 7 for Downtown Educational Complex Relocation Project - OUSD Project No. 07034. BUSINESS

LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who (See Attached Descriptions)

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Susie Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ~~RECOVER BY~~ MAIL. 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT: **THE FARMER DO DO SO SHAY**

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE CERTIFICATE: *****

THE UNIVERSITY OF CHICAGO PRESS

AUTHORIZED REPRESENTATIVE

4-11-1968

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

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER B: American Automobile Ins. Co.

INSURER C: **Catlin Insurance Company, Inc.**

INSURER D: Hartford Underwriters Ins. Co.

INSULIN F-

COVERAGES

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

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

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

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

Ref: Amendment 8 for the Downtown Educational Complex Relocation / Back up Data Center @ Cole Middle School Renovations. 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 (See Attached Descriptions)

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Susie Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ~~EXPRESS~~^{REGISTER} BY MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~EXTRAORDINARY CHARGES~~

K M J O R K M I R J O R I G A N W H X D H X M B S L N T X O R X A F X K H Q U P R H X M T Q B O R M T S F K J U L A R R O C S Q F X X
H K P A E I D C A T V S Y

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

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

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

COVERAGES

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

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

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

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

Ref: 900 High Street: Amendment 5 for the Downtown Education Complex Relocation Project / OUSD Project

Number: 07034. **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 (See Attached Descriptions)

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Susie Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~FORFEIT PREMIUM~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~THE INSURER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF THE POLICY IF THE POLICY IS NOT MAINTAINED IN FULL PAYMENT OF PREMIUMS.~~

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

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

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

COVERAGES

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

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

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

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

Ref: Laurel CDC Replacement Project / Project No. 07027. BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., (See Attached Descriptions)

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

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

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.

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

NAIC #

29424

21849

100

1

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.

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

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

Ref: Oakland High School Williams Settlement Modernization Project / Project No. 07012 (Amendment No. 5).

BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section (See Attached Descriptions)

CANCELLATION

Oakland Unified School District
Attn: Susle Butler-Berkley
Dept of Facilities Planning & Mgmt
955 High Street
Oakland, CA 94601-0000

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

XX

~~XXXXXXXXXX~~
AUTHORIZED REPRESENTATIVE

Julie L. Nelson

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

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.

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

NAIC #

29424

21849

--	--

11

INSURANCE

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

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

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

RE: Oakland Unified School District, its Officers, Agents, and Employees are additional insured are additional insured for work done on their behalf by the named insured as regards general & auto liability with primary insurance per policy form wording.

CANCELLATION

Oakland Unified School District
Attn: Robert Dias
955 High Street
Oakland, CA 94601-0000

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

XX AUGUST 8 5 56 PM '70 AKAHUAHUA HAWAII
FM BUREAU OF THE ARMY TO THE SECRETARY OF THE ARMY

附：大英、小英、大英、小英、大英、小英

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/05/2013

PRODUCER

Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER B: American Automobile Ins. Co.

21849

INSURER C: Catlin Insurance Company, Inc.

INSURER D: Hartford Underwriters Ins. Co.

INSURER E:

COVERAGES

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

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

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

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

RE: LCA #05012. Chabot Elementary School Portable Restroom Project - OUSD Project No. 04029. Oakland Unified School District, its Officers, Agents, and Employees are additional insured are additional insured for work done on their behalf by the named insured as regards general & auto liability with primary insurance per policy form wording.

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Pauline Follansbee
Facilities Contract Administrator
955 High Street
Oakland, CA 94601-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie La Nelson

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

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.

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.

29424

INSURER 8: American Automobile Ins. Co.

21849

INSURER C: Catlin Insurance Company, Inc.

INSURER D: **Hartford Underwriters Ins. Co.**

INSURER F.

COVERAGES

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

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

[illegible]

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

RE: Ascend New School Project.

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Pauline Follansbee
955 High Street
Oakland, CA 94601-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

ACORD_{ns} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2013

PRODUCER

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Co.

INSURER B: American Automobile Ins. Co.

INSURER C: Catlin Insurance Company, Inc.

INSURER D: Hartford Underwriters Ins. Co.

INSURER E:

COVERAGES

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

NSA ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	57SBALQ8132	05/30/12	05/30/13	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
D		AUTOMOBILE LIABILITY	57UECHS9127	05/30/12	05/30/13	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
		<input type="checkbox"/>				AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	57SBALQ8132	05/30/12	05/30/13	EACH OCCURRENCE	\$2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$2,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81006480	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability	AED981851213	12/01/12	12/01/13	\$2,000,000 per claim \$2,000,000 annl aggr.	

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

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

RE: Ascend New School Project.

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Pauline Follansbee
955 High Street
Oakland, CA 94601-0000

CANCELLATION

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

[illegible]

XXXXXXXXXXXX

AUTHORIZED REPRESENTATIVE

Julie La Nelson

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

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.

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

NAIC #

29424

21849

10

10

.....

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

AUTHORIZED REPRESENTATIVE

Wm L. Nelson

| | |
|--|------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 13-0234 |
| Committee | Facilities |
| Introduction Date | 2-13-2013 |
| Enactment Number | 13-03-13 |
| Enactment Date | 2-13-2013 |



Memo

To Board of Education

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

Board Meeting Date February 13, 2013

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

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

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

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

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

Fiscal Impact

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

Attachments

- Independent Consultant Agreement including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

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

| | | |
|---|--|--|
| 1. Services: | <input type="checkbox"/> The scope of work is <u>unchanged</u> . | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . |
| If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>

The CONTRACTOR agrees to provide the following amended services. <u>The scope of the project is provide additional funding for the cost associated with revisions necessary to accommodate 6th and 7th grades from the newly formed middle school at LIFE Academy. The current school configuration was not designed to house additional students. This project converts existing administration area into needed classroom space.</u> | | |
| 2. Terms (duration): | <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . | |
| If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____ 20____. | | |
| 3. Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | |
| <input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by
<input checked="" type="checkbox"/> Increase of <u>\$72,740.00</u> to original contract amount
<input type="checkbox"/> Decrease of \$_____ to original contract amount
and the new contract total is <u>One million, two hundred seventy-two thousand, three hundred six dollars (\$1,272,306.00).</u> | | |

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

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

David Kakishiba, President
Board of Education

Date

Contractor Signature

Date

Edgar Rakestraw, Jr., Secretary
Board of Education

Date

Print Name, Title

Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

File ID Number: 13-1223
Introduction Date: 2/13/13
Enactment Number: 13-1223
Enactment Date: 2/13/13
By: [Signature]

EXHIBIT "A" Scope of Work

Contractor Name: Loving and Campos Architects (LCA)

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

1. Description of Services to be Provided

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

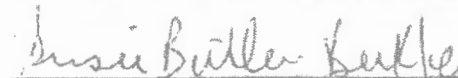
2. Specific Outcomes:

Clean, safe environment for the students and staff.

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

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

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

 1-17 2013
Susie Butler-Berkley
Contract Analyst

Date: November 30, 2012

LCA Project #11060

ASR #3

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

Owner: Oakland Unified School District

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

Individual: Mr. Tadashi Nakadegawa / Mr. Al Anderson

Subject: Increased Project Scope

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

Interior Alterations

See attached document B08.121125.D(Life Academy Alterations).F.bbr.pdf

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

Temporary Site Improvements (During Construction)

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

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

Services: Professional Services to be provided:

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

Date: November 30, 2012

LCA Project #11060

ASR #3**Description****A&E Fee****Architectural Fee**

| | |
|-------------------------------------|-----------|
| Programming / Schematic Design | 40 hours |
| Site visit(s) / existing conditions | 8 hours |
| Construction Documents | 120 hours |
| Processing with DSA | 8 hours |
| Issuing Bulletin to Contractor | 8 hours |
| Pricing Phase | 8 hours |
| Construction Administration | 40 hours |

| | | | |
|--------------------------------|-------------------------------|----------|--------------------|
| TOTAL Architectural Fee | 232 hours x \$170 / hr | = | \$39,440.00 |
|--------------------------------|-------------------------------|----------|--------------------|

| | | | |
|----------------------|---|---|-------------|
| D03 - Structural | (see attached additional service request) | = | \$7,300.00 |
| D04 - Mechanical | (see attached additional service request) | = | \$7,000.00 |
| D05 - Electrical | (see attached additional service request) | = | \$13,000.00 |
| D12 - Fire Sprinkler | (see attached additional service request) | = | \$6,000.00 |

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

Thank you,

11/30/12

Carl Campos, CEO
LCA Architects Inc.

Date

OUSD

Date

Authorization of Additional Services indicated.

Attachments:Programming

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

Consultant Fee Proposals

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



November 29, 2012

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

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

Subject: Fee proposal to provide structural engineering services

Dear Brent:

Per your request, we are providing this fee proposal.

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

We understand the project scope includes the following:

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

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

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

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

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



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

Very truly yours,

Accepted,

KPW Structural Engineers, Inc.

LCA Architects

A handwritten signature in dark ink, appearing to read 'J. Westphal', followed by a horizontal line.

John Westphal, SE 4575

Principal

By: _____

Date: _____

Attachment – Standard Terms & Conditions



HOURLY RATES SCHEDULE

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

January 2012



Capital Engineering Consultants, Inc.
11020 Sun Center Dr., Suite 100
Rancho Cordova, CA 95670
TEL: (916) 851-3800
FAX: (916) 831-4424
E-MAIL: office@capital-engineering.com

PROPOSAL

DATE: November 28, 2012

TO: LCA Architects

PROJECT: Calvin Simmons - Life Academy
Alterations

ATTN: Brent Randall, Project Architect

PROJECT NO.: CECI 8110904.00
LCA Project # 11060.D00

FROM: Michael Minge

SUBJECT: Extra Services Fee Proposal

We offer the following proposal for extra services related to the Calvin Simmons Life Academy Alterations. As we understand, these changes will require an expedited turnaround to meet the Phase 2 DSA Back check schedule.

Scope:

SITE INVESTIGATION: confirm systems and existing conditions. 8 hours.

HVAC: Provide Mechanical Design for all spaces as indicated on Preliminary Floor plan dated 11/26/2012, create new HVAC Systems, Schedules, Details, and Controls Drawings, create new titling 24 forms drawing sheet. 16 hours

PLUMBING: Demolition of existing WC & Lavatory near Main Lobby. Add sink in Room 107. Provide new Plumbing Design for new Boys Restroom (adjacent to Room 102). 8 hours

SPECIFICATIONS: Create new dedicated spec for this scope (edit master specs, have admin format edited specs to match arch's format). 4 hours.

CONSTRUCTION ADMINISTRATION: Additional time required for Submittal reviews, RFI Responses, and Site Observations. 12 hours.

Fee:

For this effort of we propose a fee of: \$7,000.00

Thank you again for allowing us to offer our services



American Consulting Engineers Electrical, Inc.

1590 The Alameda

Suite 200

San Jose, CA 95126

408/236-2312

Fax 408/236-2316

November 30, 2012

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

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

Dear Carl,

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

Electrical Scope of Work

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

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

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

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

1. Value Engineering and Redesign

Page 5

Add Services for Student Office Renovation, Southview Elementary School
11/30/2017

2. Design and layout of Data, Telephone and CATV service utility
3. Design of Fire and Alarm Systems
4. Design of Fire Alarm Control Unit system (CICU)
5. Design of Fire Alarm Control System
6. Design of Fire Alarm Control and back up power supplies
7. New Partitions and temporary modular buildings
8. Recessed lighting
9. Etc. etc. etc.

C. Fee for Design Services:

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

| | |
|----------------------|----------|
| Design & Engineering | \$13,000 |
| Total | \$13,000 |

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

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

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

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

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

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

Very truly yours,


David L. Thompson
Principal


David L. Thompson
Principal

STC

STC

This document contains confidential information and is intended only for the individual named. If you have received this document in error, please do not print, copy, retransmit, or otherwise use the information. Please notify the sender immediately if you have received this document in error.



Consulting Engineers

November 26, 2012

David Bogstad
LCA Architects Inc.
245 Ignacio Valley Road, Suite 300
Walnut Creek, Ca 94596

RE: OUSD Calvin Simmons Campus Improvements - Fire Sprinkler Design (Life Academy Alterations)
Oakland, California

Dear David:

MK2 Engineers is pleased to submit the following proposal for Consulting Engineering Services for the above project.

1. **PROJECT DESCRIPTION**

MK2 Engineers will provide Consulting Engineering Services in compliance with all local, state and federal codes for the DSA Submittal of the Fire Sprinkler Design for Phase 1B & 2 of the OUSD Calvin Simmons Campus Improvements - Fire Sprinkler Design (Life Academy Alterations) Project, located in Oakland, California.

2. **SCOPE OF WORK**

The Scope of Work is based upon email correspondence dated November 26, 2012 with LCA Architects in regards to providing an add service request for DSA Submittal of Life Academy Alterations on the OUSD Calvin Simmons Campus Improvements - Fire Sprinkler Design (Life Academy Alterations) Project. The scope includes a site visit to fully confirm, photograph all existing conditions and assumes that DSA will not need any additional cut-sheets and/or calculations.

3. **COMPENSATION**

The professional fee for the full scope of work will be a fixed fee of Six Thousand Dollars (\$6,000.00) for this project (see Attachment B - Summary of Costs). Any other necessary expenses incurred during the course of the project shall be billed as per MK2 Engineers Standard Billing Rates (see Attachment C - Reimbursable Expenses)

| | |
|---------------------|-----------------|
| Site Visit | 6 Hours |
| As-Built | 8 Hours |
| Design and Drafting | 24 Hours |
| DSA | 8 Hours |
| Total | 46 Hours |

4. **TERMS AND CONDITIONS**

Standard Contract Terms and Conditions shall apply (see Attachment D).

Please indicate your acceptance by signing in the space provided below and returning a copy to our office. This agreement, signed and returned, will constitute a contract between LCA Architects Inc. and MK2 Engineers, for the provision of Consulting Engineering Services as specified above. We are looking forward to working with you on this important project.

| | |
|-------------------------|----------------------------|
| MK2 Engineers | LCA Architects Inc. |
| By: <u>M. Kiani</u> | By: _____ |
| Name: Mike Kiani, PE | Name: _____ |
| Its: President | Its: _____ |
| Date: November 26, 2012 | Date: _____ |



Attachment C

Standard Billing Rates

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

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

REIMBURSABLE EXPENSES (As required per contract terms and project)

| ITEM/CATEGORY | RATE |
|---|--|
| In House Reproduction | \$2.50 PER PRINT |
| In House Drawing Plots | \$9.50 PER DRAWING |
| Outside Consulting Services | Actual Cost + 15% |
| Outside Reproduction Charges | Actual Cost + 15% |
| Transportation (Air and/or Ground) | Actual Cost + 15% |
| Postage and Shipping | Actual Cost + 15% |
| Mileage (when using MK2 Vehicles) | \$.35 Per Mile (or current Federal Allowance) |
| Per Diem - (Lodging, Meals, Incidental Expense) | Per Federal GSA Standards ('Schedule of Estimated Per Diem Costs' available upon request) |
| In-House Photocopy, FAX and Telephone expenses | + 2% of Base Contract Fee (this amount, when applicable, will be billed proportionally per invoice.) |

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

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

Standard Billing Rates Effective: 01, 01, 2011



Attachment D - Page 1 of 2

Standard Contract Terms and Conditions

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

Prompt Payment. Billing is on a time basis; payment is due net 30 days from invoice date. Late charges of 1.2% per month (12% per annum) will accrue on past due invoices. Failure of the Client to make payments to MK2 in accordance with this Agreement shall be considered substantial non-performance and is sufficient cause for MK2 to either suspend or terminate services.

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

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

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

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

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

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

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

Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, it shall be severed from the Agreement, and the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

Integration. This Agreement and all attachments hereto shall constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supercedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor to rely upon, any oral or written representation or warranty outside those expressly set forth in this Agreement.

ACORD. CERTIFICATE OF LIABILITY INSURANCE

INSURED:
 Desley, Ranton & Associates
 P. O. Box 12875
 Oakland, CA 94614-2875
 510 455-3090

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

THIS CERTIFICATE OF LIABILITY IS A SUMMARY OF THE POLICY OF LIABILITY INSURANCE CO. 0001, AND IS SUBJECT TO THE POLICY OF LIABILITY INSURANCE CO. 0001, WHICH IS ATTACHED TO THIS CERTIFICATE. THE COVERAGE AFFORDED BY THIS POLICY IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY OF LIABILITY INSURANCE CO. 0001.

AGENCY AND POLICY INFORMATION

AGENCY: LCA Architects, Inc.
 POLICY: 0001
 POLICY: 0001
 POLICY: 0001

COVERAGES

THE POLICY OF LIABILITY INSURANCE CO. 0001, WHICH IS SUBJECT TO THE POLICY OF LIABILITY INSURANCE CO. 0001, IS ATTACHED TO THIS CERTIFICATE. THE COVERAGE AFFORDED BY THIS POLICY IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY OF LIABILITY INSURANCE CO. 0001.

| TYPE OF COVERAGE | DESCRIPTION | START DATE | END DATE | AMOUNT |
|------------------|-----------------------------------|------------|----------|-----------------------|
| A | GENERAL LIABILITY | 1/1/81 | 12/31/81 | \$1,000,000 |
| | PRODUCTS AND COMPLETED OPERATIONS | | | \$1,000,000 |
| | ADVERTISING | | | \$10,000 |
| | CONTINGENT LIABILITY | | | \$1,000,000 |
| | ANY OTHER | | | \$1,000,000 |
| D | GENERAL LIABILITY | 1/1/82 | 12/31/82 | \$1,000,000 |
| | PRODUCTS AND COMPLETED OPERATIONS | | | \$1,000,000 |
| | ADVERTISING | | | \$10,000 |
| | CONTINGENT LIABILITY | | | \$1,000,000 |
| | ANY OTHER | | | \$1,000,000 |
| A | GENERAL LIABILITY | 1/1/83 | 12/31/83 | \$1,000,000 |
| | PRODUCTS AND COMPLETED OPERATIONS | | | \$1,000,000 |
| | ADVERTISING | | | \$10,000 |
| | CONTINGENT LIABILITY | | | \$1,000,000 |
| | ANY OTHER | | | \$1,000,000 |
| X | GENERAL LIABILITY | 1/1/84 | 12/31/84 | \$1,000,000 |
| | PRODUCTS AND COMPLETED OPERATIONS | | | \$1,000,000 |
| | ADVERTISING | | | \$10,000 |
| | CONTINGENT LIABILITY | | | \$1,000,000 |
| | ANY OTHER | | | \$1,000,000 |
| C | Professional Liability | 12/01/81 | 12/31/82 | \$2,000,000 per claim |
| | | | | \$2,000,000 and up |

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

Ref: Architect and Engineering Agreement and Amendment No. 1 - Listing B
 Campus Architects (LCA)
 (See Attached Description)

| CERTIFICATE HOLDER | CANCELLATION |
|--|---|
| Oakland Unified School District
Attn: Rose Butler Barkley
Contract Analyst
885 High Street
Oakland, CA 94612 | THIS CERTIFICATE OF LIABILITY IS A SUMMARY OF THE POLICY OF LIABILITY INSURANCE CO. 0001, WHICH IS ATTACHED TO THIS CERTIFICATE. THE COVERAGE AFFORDED BY THIS POLICY IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY OF LIABILITY INSURANCE CO. 0001. |

DESCRIPTIONS (Continued from Page 1)

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

WAIVER OF OUR RIGHT TO RECORD OR FROM OTHERS ENDORSEMENT

WC 04 03 06
(Ed. 4-24)

Contributed by

And the evidence is overwhelming that the system is not working.

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

Insurer: Hartford Underwriters Ins. Co.

Policy Number: 57UECHS9127

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

Ref: Architect and Engineering Agreement-Loving & Campos Architects (LCA) and

Amendment 1 Calvin Simmons Improvements and Career Tech Lab \$1,023,090.00

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

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II - LIABILITY COVERAGE

1. WHO IS AN INSURED The following are "insureds":

a. Anyone liable for the accident or as "insured" - see schedule - (see to 001-10100)

Primary Insurance: SECTION IV - BUSINESS AUTO CONDITIONS

B. General Conditions 3. Other Insurance

a. For any covered auto you own this Coverage is a primary - primary means: For any covered auto you don't own the insurance provided by this Coverage Form is added over any other collectible insurance.

b. Regardless of the provisions of paragraph a. above, this Coverage Form is a liability coverage is primary for any liability assumed under an "insured contract."

Cross Liability Clause: SECTION V - DEFINITIONS

C. "Insured" means any person or organization qualifying as an insured to the Word is the insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is having coverage as insured under a policy.

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL, AUTOMOBILE BROAD FORM ENDORSEMENT

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

Insurer: Hartford Casualty Insurance Co.
Insured: Long Cypress Architects, Inc. dba Long Cypress, Inc.
Policy Number: 57384624722
Policy Period: May 30, 2011 - May 30, 2012
Ref: Architect and Engineering Agreements Covering & Covering Architects & Civil and Environmental
1 - Career Services Improvement and Career Tech List-1, 1,023,995.00

Additional Insured: Gardens Estate School District, its Directors, Officers, Employees, Agents and
Representatives.

EXCURPTS FROM Hartford Form 50 00 00 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

The person(s) or organization(s) identified in paragraphs 2 through 7 below are additional insureds when you have agreed, in a written contract, written agreement or permit issued by a state or political subdivision, to provide services or products to be added to an additional insured on your policy. Coverage for injury or damage caused by negligence in the execution of the covered agreement or the performance of the service, is provided to the additional insured(s) as an additional insured under this provision only for that period of time entered on this contract. Paragraph 2 below:

2. Any Other Party

(1) Any person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy. Coverage for injury or damage caused by negligence in the execution of the covered agreement or the performance of the service, is provided to the additional insured(s) as an additional insured under this provision only for that period of time entered on this contract.

(2) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(3) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(4) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(5) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(6) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(7) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(8) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(9) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(10) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(11) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(12) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(13) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(14) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(15) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(16) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(17) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(18) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(19) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(20) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(21) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(22) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(23) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(24) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(25) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(26) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(27) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(28) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(29) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(30) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(31) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(32) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(33) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(34) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(35) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(36) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(37) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(38) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(39) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(40) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(41) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(42) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(43) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(44) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(45) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(46) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(47) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(48) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(49) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.

(50) The person(s) or organization(s) who have agreed, in writing, to provide services or products to be added to an additional insured on your policy.



ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: November 2, 2011

11/02/2011 01:00PM

ASR #1.0r1

Project: Calaveras-Simmeron Campus Modernization
Improvement #1 - Corner Technical Science Building
LCA Project #11000

Owner: Oaklands Unified School District
Date: 11/2/2011

Under the authority of the Architects' Council for Professional Services with the District's approval, the Architects hereby the Owner and the Owner hereby authorize the Architects to perform Additional Services as previously agreed.

Individual: Mr. Tadashi Nakadegawa / Mr. Al Anderson

Subject: Programmatic Changes during 30% Construction Drawing Phase

Explanation: On 10/12/11 we received written confirmation from the District directing us to change the layout of the building as follows: 1) eliminate the lobby, 2) eliminate the east corridor and adjust the restrooms and east stair accordingly, and 3) flip the health classroom with the science lab on the first floor to provide direct public access to the health classroom (a shared community space). Per our project schedule, the 30% CD milestone drawings from our consultant team were due on 10/12/11. Given the District-requested programmatic changes to the building with the project well into construction drawings, all the architectural base drawings had to be reconfigured and the structural engineer effectively had to start over with these structural calculations and plan drawings.

| Description | ASR Item |
|----------------------------|--|
| Architectural Fee | 100 hours @ \$100/hr = \$10,000.00 |
| Structural Engineering Fee | One additional structural service request = \$8,100.00 |

Thank you,

Carl Campos, CEO
Loving & Campos Architects Inc.

11/2/2011
OUSD
Authorization of Additional Services indicated.

Attachments:

- KPW Addendum Worksheet dated 10/26/2011, 2 pages

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

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

| Contractor Information | | | | | | | |
|------------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | Loving and Campos (LCA) Architects | Agency's Contact | Carl Campos | | | | |
| OUSD Vendor ID # | 1010791 | Title | Architect of Record | | | | |
| Street Address | 1970 Broadway Avenue Suite 800 | City | Oakland | State | CA | Zip | 94612 |
| Telephone | 510-272-1060 | Policy Expires | 5-30-2013 | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 07140 | | | | | | |

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

| Compensation | | | |
|-------------------------------|----|------------------------------|----------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$1,272,306.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment Changed Amount | \$ 72,740.00 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|--|-------------------------------|------------|-------------|-------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 7710 | County School Facilities Fund | 2059003821 | 6216 | \$72,740.00 |

| Approval and Routing (in order of approval steps) | | | | | |
|---|---|---------------|-------|--------------|------------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | | |
| | Division Head | Charles Love | Phone | 510-535-7081 | Fax 510-535-7082 |
| 1. | Capital Program Contract & Accounting Manager | | | | |
| | Signature | Date Approved | | 1-17-13 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | Date Approved | | 1-23-13 | |
| | Associate Superintendent, Facilities Planning and Management | | | | |
| | Signature | Date Approved | | | |
| | President, Board of Education | | | | |
| 4. | Signature | Date Approved | | | |

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.

| | |
|-------------------|-----------------|
| File ID Number | 12-246-2A |
| Committee | Facilities |
| Introduction Date | 10-2-2012 |
| Enactment Number | 12-246-2A |
| Enactment Date | 10/10/12-246-2A |

OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date October 2, 2012

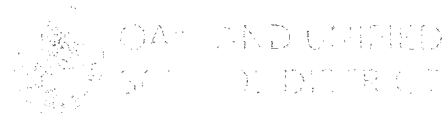
Subject Amendment No. 2r2, Independent Consultant Agreement for Professional Services Loving and Campos Architects (LCA)- Calvin Simmons Improvements and Career Tech Lab Project

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

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

Local Business Participation Percentage 100.00%

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



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

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

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

Recommendation

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

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



AMENDMENT NO. 2r2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the District of Columbia Department of Education (DCDE) and Loving and Campus Architects (LCA).

DCDE entered into an Agreement with CONTRACTOR for services on October 27, 2011, and the parties agree to amend that Agreement as follows:

| | | |
|--|---|---|
| Services | <input type="checkbox"/> The scope of work is unchanged. | <input checked="" type="checkbox"/> The scope of work has changed. |
| If scope of work changed: Provide brief description of revised scope of work, including description of expected final results, such as reports, materials, drawings, audio reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> | | |
| The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional Architect and Design services. The additional cost associated with a number of revisions including resolution of sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings.</u> | | |
| Terms (duration) | <input type="checkbox"/> The term of the contract is unchanged. | <input checked="" type="checkbox"/> The term of the contract has changed. |
| If term is changed: The contract term is extended by an additional <u>Six months</u> and the completion date is <u>December 31, 2013</u> . | | |
| Compensation: | <input type="checkbox"/> The contract price is unchanged. | <input checked="" type="checkbox"/> The contract price has changed. |
| If the compensation is changed, the contract price is amended by: | | |
| <input checked="" type="checkbox"/> Increase of <u>\$175,570.00</u> to original contract amount | | |
| <input type="checkbox"/> Decrease of \$ _____ to original contract amount | | |
| and the new contract total is <u>One million, one hundred ninety-nine thousand, five hundred sixty-six dollars and no cents (\$1,199,566.00)</u> | | |

Remaining Provisions: All other provisions of this Agreement, and other Amendments, if any, shall remain unchanged and in full force and effect as originally stated.

Amendment History

☐ This amendment is the only amendment to this contract. ☒ This contract has previously been amended as follows:

| No. | Date | General Description of Reason for Amendment | Amount (Estimated) |
|-----|-----------|---|--------------------|
| 1 | 2-28-2013 | The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a revision of the architectural base drawings and a complete reevaluation of the structural analysis. | \$23,360.00 |

Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signatures by the Board of Education, and the Superintendent or their designees.

Contractor

DCDE

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Jody London, President, Board of Education

Date

Edgar Rakestraw, Jr., Secretary
Board of Education

Date

Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

Contractor Signature

Carl Campos, CEO

Print Name, Title

File ID Number: 17-2057
Introduction Date: 10/1/12
Enactment Number: 17-2057
Enactment Date: 10/1/12
By: [Signature]

EXHIBIT "A" Scope of Work

Contractor Name:

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

1. Description of Services to be Provided

The additional cost associated with a number of revisions, including resolution of the sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings

2. Specific Outcomes:

Improvements to the design to the Calvin Simmons Improvements and Career Tech Lab.

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

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

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

Susie Butler-Berkley 10-2-2012
Susie Butler-Berkley
Contract Analyst

Dated: August 1, 2012

Rocky Mountain EMC

ASR #2r2

Item #3 - Updated District Intrusion Alarm Standards

For the updated District Intrusion Alarm standards distributed on 2/14/12 and the previous letter from ADN dated 4/9/12, item 26 calls for the Electrical Engineer at Poudre to provide detailed intrusion alarm construction drawings, which requires full design of the system and complete shop drawings, including all cable pathways, battery calculations, and other connections. This work is in addition to providing design drawings showing only device locations and installation requirements, which are included on the construction drawings that were submitted to DSA on 12/9/11.

See attached supporting documentation for Item #3.

Item #4 - Addendum No. 2 Work

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

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

See attached supporting documentation for Item #4.

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

After Increment #1 had been submitted to DSA in December 2011, the District elected on 5/9/12 to add increment #2 scope of work to the project for Contractors to include in their GMP bids. Added scope of work included Phase 1B (interior alterations to existing 2-story classroom building) and Phase 2 (artificial turf field and site improvements).

Design team successfully incorporated the added scope of work into bidding documents and after obtaining DSA approval of Phase 1A work (Science Classroom Building) by 5/17/12 to qualify for SDJ UPAC CTEC grant funding deadline of 6/10/12, submitted added scope of work to DSA as a Field Change Document, Bulletin #2 on 6/12/12.

Bulletin #2 included (2) full sets of Phase 1B & Phase 2 work for DSA plan check (plans FL3 & FL2), as well as a copy of the total fire sign-off for Phase 2 work.

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

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

- 1) Change the title blocks on all sheets (78)
- 2) Prepare new DSA forms: T&I sheet, USA1, etc.
- 3) Prepare new specifications for mechanical, electrical and structural.
- 4) Provide new index sheet for all disciplines.
- 5) Provide DSA backcheck coordination / redmarks.
- 6) Separate set for contractor (with clouds).

See attached supporting documentation for Item #5.

Date August 1, 2012

ICA Project #11060

ASR #2r2

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

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

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

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

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

Description

SEE FILE

Item #1 - Increment #1 Programming Services

SITE LAYOUT OF SERVICE BLUE
ELEVATION STUDY
SIZE OPTIONS OF FIELD
PLANT ADMINISTRATIVE OPTIONS

| | | |
|-------------------|--------------------------|---------------|
| Carl Campos | (32 hours @ \$210/hr) | = \$6,720 |
| Brent Randall | (148.5 hours @ \$170/hr) | = \$25,245 |
| Lance Martin | (96 hours @ \$165/hr) | = \$15,840 |
| Architectural Fee | | = \$47,805.00 |

Item #2 - Increment #2 Programming Services

ENTRY REVISION UNITED FOR SUCCESS
UPS BACK STAGE REVISIONS
REORGANIZE CIVIL FOR CLARITY
LANDSCAPE ESTIMATED REVISIONS
LIFE SAFETY MANUAL REVISIONS

| | | |
|-------------------|---------------------------|---------------|
| Carl Campos | (24 hours @ \$210/hr) | = \$5,040 |
| Brent Randall | (258.25 hours @ \$170/hr) | = \$43,903 |
| Lance Martin | (70.5 hours @ \$165/hr) | = \$11,623 |
| Architectural Fee | | = \$61,566.00 |

Item #3 - Updated District Intrusion Alarm Standards

| | | |
|----------------------------|---|--------------|
| Architectural Fee | (Brent Randall 2 hours @ \$170/hr) | = \$340.00 |
| Electrical Engineering Fee | (see attached additional service request) | = \$3,000.00 |
| SUBTOTAL | | \$3,340.00 |

Item #4 - Addendum No. 2 Work

NEW HONEY/CLAW/SPENCER EXIST. SCH.
COURTNEY PARK PROVISIONS
JOINT PARKING STRIPING IN NORTON

| | | |
|-------------------|---|--------------|
| Architectural Fee | (Brent Randall 32 hours @ \$170/hr) | = \$5,440.00 |
| D03 - Structural | (see attached additional service request) | = \$1,470.00 |
| D04 - Mechanical | (see attached additional service request) | = \$1,100.00 |
| D05 - Electrical | (see attached additional service request) | = \$1,000.00 |
| SUBTOTAL | | \$8,010.00 |

Item #5 - Sample DSA Application for Added Scope of Work

REVISED DOCUMENTS FROM DSA SET
TO CSA SET
REVISE GUY SET TO SUBMIT AS A
SEA SET TO DSA AFTER DOING
TO CHANGE AS FIELD OFFICE
DIRECTIVE

| | | |
|----------------------|---|---------------|
| Brent Randall | (32 hours @ \$170/hr) | = \$5,440 |
| Shawn Hunter | (40 hours @ \$155/hr) | = \$6,200 |
| Doug Schneider | (8 hours @ \$155/hr) | = \$1,240 |
| Edie Davis | (40 hours @ \$130/hr) | = \$5,200 |
| Architectural Fee | | = \$18,080.00 |
| D02 - Civil | (see attached additional service request) | = \$4,000.00 |
| D03 - Structural | (see attached additional service request) | = \$9,700.00 |
| D04 - Mechanical | (see attached additional service request) | = \$1,800.00 |
| D05 - Electrical | (see attached additional service request) | = \$4,000.00 |
| D06 - Landscape | (see attached additional service request) | = \$850.00 |
| D12 - Fire Sprinkler | (see attached additional service request) | = \$2,000.00 |
| SUBTOTAL | | \$40,430.00 |

Date: August 1, 2012

LCA Project #11886

ASR #2r2

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

| | | | |
|-------------------|---|-----------|-------------|
| Carl Campos | (8 hours @ \$210/hr) | = \$1,280 | |
| Shawn Hunter | (32 hours @ \$210/hr) | = \$6,720 | |
| Architectural Fee | | = | \$8,120.00 |
| D02 Civil | (see attached additional service request) | = | \$7,200.00 |
| SUBTOTAL | | | \$13,420.00 |

TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed)

\$175,570.00

Thank you,

8/1/12

Carl Campos, CEO
LCA Architects Inc.

Date:

DUSS

Date:

Authorization of Additional Services indicated.

Attachments:

Item #3

- ACEE Add Service Request dated 2/27/12 (2 pages)
- ADN letter dated 1/3/12 (3 pages)

Item #4

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

Item #0

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

02/20/2012

American Consulting Engineers Electrical, Inc.

13835 Fresno Avenue Suite 100 San Jose, CA 95128 408.261.0512 Fax: 408.261.0518

February 17, 2012

LCA Architects, Inc.
245 Ygnacio Valley Road, Suite 200
Walnut Creek, CA 94596-8023
Attn: Carl Connor

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

Dear Carl,

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

Additional Scope of Work

Science Classroom Building

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

1. In order to comply with new OUSD district standards for Intrusion Alarm Systems, ACEE will provide complete shop drawings. The shop drawings will consist of: cable routing, device address's, battery calculations, etc.

B. Fee for Design Services:

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

1. Provide complete shop drawings

Total \$ 1,000

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

Invoices are due and payable every 30 days from the statement date of receipt.

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

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

To: _____
Add: _____
Project: _____
Subject: _____
Division: _____

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

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

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


Carlos Vergara, F. E.
Principal

Accepted by

Carl Campos
LCA Architects, Inc.

Date: _____

ASR #2r2| Item #3

Fire Protection Engineering

January 8, 2012

Mr. John Swartz
Project Manager
SUNAM/CalTru
885 High Street
Oakland, California 94612
P: +1 415 433 9048
E: john.swartz@sunamcaltru.org

Re: Technical Review
Lawrence Summers Middle School - New Science Building
Fire and Intrusion Alarm Submittal Review
Oakland Unified School District
Oakland, California
Case #44, Rev: 1610003.000

Dear John:

Aon Fire Protection Engineering (Aon FPE) has reviewed the electrical and fire alarm drawings, dated December 9, 2011 as submitted by LCA Architects. Aon FPE received the drawings via email on December 13, 2011. Aon FPE reviewed Sheets ED.1, ED.2, ED.3, ED.4, E4.1, E4.2, E4.3, E4.4, E4.5, E4.6, and PAD.1 through PAD.2. The submittal was reviewed for general conformance with the 2010 edition of NFPA 72 with California Amendments, the 2010 editions of the California Building Code (CBC), California Fire Code (CFC), California Electrical Code (CEC), Division of the State Architect (DSA) requirements, and Oakland Unified School District (OUSD) Fire and Intrusion Alarm Standards. Based on our review, we offer the following comments for your consideration:

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

5. Sheet FA2.1: The alarm and detection system requires two heat detectors, Simplex addressable heat detectors address for fire/smoke. One heat detector in each restroom should be sufficient except where indicated. Revise as appropriate.
 6. Sheet FA2.2: All initiation devices are associated with the fire/smoke dampers. Provide appropriate smoke detection in accordance with CBC Section 716.3.3.2 to close the fire/smoke dampers.
 7. Sheet FA2.2: Door E201 is the closed door with a magnetic hold open that is not shown. Revise as required.
 8. Sheet FA2.2: The new PIR located in Storage Room 104G requires interface wiring to the existing Simplex 4100 (True Alarm) with a 20' cable. Revise as required.
 9. Sheet FA2.2: Sheet Notes 8 and 10 noted in the FIV and Backflow preventer are not shown on the drawing. Revise as appropriate.
 10. Sheet FA2.3: New PIR recommending connecting smoke detector MG-73 located in the east stair from the ceiling to a wall with to provide more convenient servicing of the detector.
 11. Sheet FA2.3: Where used, heat smoke detectors require a remote indicator light per OUSD Standards. Revise as required.
 12. Sheet FA2.4: Sheet E201 of the elevator requires a magnetic hold-open that is not shown. Revise as required.
 13. Sheet FA2.4: Sheet Note No. 7 indicates a smoke detector, however, the symbol shown on the drawing is a heat detector. Revise as appropriate.
 14. Sheet FA2.4: New PIR recommending connecting smoke detector MG-02 (located in the west stair) from the ceiling to a wall with to provide more convenient servicing of the detector.
 15. Sheet FA2.4: All signaling devices are associated with the fire/smoke dampers. Provide appropriate smoke detection in accordance with CBC Section 716.3.3.2 to close the fire/smoke dampers.
- Channel. Roof plant and riser diagram indicate four outputs. Revise the riser and the design as appropriate.
17. Sheet FA3.2: The standby and alarm units shown for the existing 4100-3101, IDNet modules are incorrect. The values shown are for the device loads only. Revise the calculation as appropriate.
 18. Sheet FA3.2: A standby battery calculation for the Simplex TrueAlert™ Addressable Controller is not shown. Revise as required.

CUSTOMER
SPACE

KPW

May 3, 2011

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

Project: 2010 University Street/Conquest Modernization
Oakland, CA
KPW Agreement No. 117308

Subject: ASSK-02 - Office Change in Addendum #2

Dear Brent:

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

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

Scope:

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

| Name | Title | Rate | Hours | Total |
|-------------------|------------------|------------|-------|----------------|
| John Wespaul | Principal | \$1,470/hr | 2 | \$2,940 |
| Robert Lee | Project Engineer | \$1,300/hr | 8 | \$10,400 |
| Patricia Forsythe | CAD | \$1,100/hr | 2 | \$2,200 |
| Total | | | | \$1,470 |

We will bill you for the work hours noted above. This fee proposal will include all direct and indirect costs.

Very truly yours,

KPW Structural Engineers Inc.

John Wespaul, RE A311

Principal

Accepted

LCA Architects

By

Date

130 Webster Street, Suite 200, Oakland, CA 94612 T 415.702.1100 F 415.702.1103 www.kpw.com

ASR #2r2 | Item #4

Mr. NAME
DATE
Page 2 of 3

KPW

HOURLY RATES SCHEDULE

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

January 2012

ASR #2r2 | Item #4



Capital Engineering Consultants, Inc.
11020 Sun Center Dr., Suite 100
Rancho Cordova, CA 95670
TEL: (916) 851-3500
FAX: (916) 631-4424
E-MAIL: office@capital-engineering.com

CUSTOMER

PROPOSAL

| | | | |
|-------|----------------------------------|--------------|-------------------------------------|
| DATE: | May 4, 2012 | | |
| TO: | I CA Architects | PROJECT: | Calvin Simmons School Modernization |
| ATTN: | Brent Randall, Project Architect | PROJECT NO.: | CECI #110904 00 |
| FROM: | Michael Minge | SUBJECT: | Extra Services Fee Proposal |

Dear Brent,

We offer the following proposal for extra services related to the Calvin Simmons School Modernization project

Scope:

Relocate Jan Room, Relocate Sink and Exhaust Fan. Add Supply and Exhaust Grilles / Registers.
Revise Equipment Schedules.

Fee:

For this effort of we propose a fee of. \$1,100.00.

Please call if you have any questions or require further information

Thank you again for allowing us to offer our services

Regards,

Michael Minge, Principal

American Consulting Engineers Electrical, Inc.

1880 Live Oak Drive

Suite 200

San Jose, CA 95128

408/288-0012

Fax: 408/288-0010

May 5, 2012

LCA Architects, Inc.

245 Ygnacio Valley Road, Suite 200

Walnut Creek, CA 94596-4025

Attn: Carl Campos

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

Dear Carl,

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

Electrical Scope of Work

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

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

For Design Services:

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

| | |
|-----------------------|---------|
| Design & Engineering: | \$1,000 |
| Total | \$1,000 |

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

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

ASR #2r2 | Item #4

Page 1

Add Services for Addition #2 @ Davis Elementary Middle School
07/03/12

services are due and payable thirty (30) days from the statement date of invoice.

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

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

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

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

Sincerely,



Sammy Fernandez, P
Principal

SFN

Accepted By

Carl Campor
LCA Architects, Inc.

Date _____



CALICHI DESIGN GROUP

PAGE 1

July 16, 2013

Mr. Brent Randall
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596
(925) 944-6636

**RE: Additional Service Request for Professional Services Related to the Calvin Simmons Project
Site 2101 35th Avenue, Oakland, California 94607 - Improvements 1 and 2.**

Dear Mr. Randall:

Calichi Design Group ("CDG" or "the Consultant") is writing to provide this letter agreement ("the Agreement") to LCA Architects, Inc. ("LCA" or "the Client") as per our oral agreement and associated services for the above referenced project ("the Project").

This additional service request is based on email correspondence dated July 12, 2013, and the Consultant's experience working on similar projects.

Please note: TASKS THAT HAVE ALREADY BEEN AUTHORIZED IS AND SHOULD REMAIN:

PROJECT UNDERSTANDING

The Oakland Unified School District is proposing to build and improve a new Career Technical Center Building, having an approximate square footage of seven thousand five hundred (7,500) square feet, on the former Simmons Middle School Site. The proposed building has been approved and approved through the Division of the State Architect (DSA), however, a new date, as for a different project, creative and must be submitted and approved again.

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

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

ASR #2r2 | Item #5



CALICHI DESIGN GROUP

PAGE 12

SLBE / LBE Status:

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

SCOPE OF SERVICES

Task 1 - Schematic Design (SD) (11%)

Increment 1 & 2: Already authorized

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

Increment 1 & 2: Already authorized

Task 3 - Construction Documents (45%)

Increment 1 & 2: Already authorized

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

Increment 1 & 2: Already authorized

Task 5 - Construction Administration Assistance (20%)

Increment 1 & 2: Already authorized

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

Increment 1 & 2: Already authorized

Task 7 - Phase 1 DSA Re-submittal

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

Additional Services

Any services not specifically and expressly listed in the tasks above may be completed on an hourly basis under this Task. Should additional services be undertaken on an hourly basis, and if requested by the Client, CDG will provide the Client with an hour estimate (with conditions) for the requested scope of services. As an alternate option, the Client has the option to negotiate lump sum fees for additional consulting services. Some potential Additional Services that CDG is capable of providing include:

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

ASR #2r2 | Item #5



CALICHI DESIGN GROUP

Page 13

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

Information Provided by Client

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

- Signed agreement
- An electronic copy in its original file format in AutoCAD 2004 or newer.
- Any project fees due to any agency having jurisdiction.

Schedule

CDG will provide its services as a professional engineer to assist in meeting mutually agreed upon schedule. We recognize the aggressive schedule of involvement and we are ready and willing to meet the project's substantial demands.

Use of Information

CDG will endeavor to incorporate topographical issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. CDG's commitment is based in large part on information provided to us by others (agencies and / or Utility Company Representatives, etc.) and therefore is only as accurate and consistent as the information provided by others. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions. The state of due diligence to be undertaken at this point in time is limited. To fully determine all site constraints additional studies will be required.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the terms "the Consultant" and "CDG" shall refer to Calichi Design Group and the terms "the Client" and "J & K" shall refer to J & K Architects Inc.

ASR #2r2 | Item #5



CALICHI DESIGN GROUP

PAGE 4

Method of Compensation: The amount of services related to the Life Academy High School Project (see 1917) shall be paid as follows: (Attachment #1919) - Increments 1 and 2.

| Task | Task Description | Increment 1
Labor Fee | Increment 2
Labor Fee | Fee Type |
|-------|--|--------------------------|--------------------------|----------|
| 1 | Site Visit - August 1, 2012 | \$6,142 | \$6,142 | Lump Sum |
| 2 | Site Visit - September 1, 2012 | \$6,200 | \$6,200 | Lump Sum |
| 3 | Construction Documentation | \$4,400 | \$4,400 | Lump Sum |
| 4 | CEA Approval and Building Commission (2012) | \$4,000 | \$4,000 | Lump Sum |
| 5 | Construction Administration (2012) | \$5,450 | \$5,450 | Lump Sum |
| 6 | Construction Documentation and Construction (2012) | \$2,100 | \$2,100 | Lump Sum |
| 7 | Final CEA, B, & Construction | N/A | \$4,000 | Lump Sum |
| Total | | \$30 | \$4,000 | Lump Sum |

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

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

CLIENT

Calichi Design Group

BY _____
TITLE _____
DATE _____

BY Reva V. Pineda, P.E., LEED AP
TITLE Principal
DATE 07/16/2012

ASR #2r2 | Item #5

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2



CALICHI DESIGN GROUP

Page 7

Calichi Design Group STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's preliminary project conceptualization and design services are to be performed in accordance with the specifications set forth in this Agreement. However, the Consultant may be required to perform additional services ("Additional Services") that will be agreed to by the Consultant and the Client. The Consultant will perform additional services ("Additional Services") that will be agreed to by the Consultant and the Client. The Consultant will perform additional services ("Additional Services") that will be agreed to by the Consultant and the Client. The Consultant will perform additional services ("Additional Services") that will be agreed to by the Consultant and the Client.

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

(a) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.

(b) Provide all information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

(c) Provide all necessary information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

(d) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.

(e) Review all documents, plans, and drawings prepared by the Consultant and provide written comments and approvals.

(f) Provide all necessary information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

(g) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.

(h) Provide all necessary information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

(i) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.

(j) Provide all necessary information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

(k) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.

(l) Provide all necessary information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

(m) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.

(n) Provide all necessary information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

(o) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.

(p) Provide all necessary information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

(q) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.

(r) Provide all necessary information, documents, and data necessary for the Consultant to perform its services, including but not limited to, site plans, zoning ordinances, and other documents.

ASR #2r2 | Item #5

(s) Obtain all necessary permits and approvals from the appropriate government agencies and authorities.



(10) LIMITATION OF LIABILITY. In recognition of the creative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, in the written scope of the work, and notwithstanding any other provisions of this Agreement or the standards of applicable contract law, that the entire liability in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents and representatives to the Client or to anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the execution under this Agreement from any cause or causes, including but not limited to, the negligence, professional or gross negligence, most liability in respect of contract or any warranty, errors or omissions of the Consultant or the Consultant's officers, directors, employees, agents, and subcontractors, shall not exceed twice the gross compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be required for extra costs or other consequences due to changes in conditions or for risks related to the Project of consultants to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the Consultant's liability to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Certifications. The Consultant shall not be required to obtain certifications of third-party reviews under the state laws that relate to rules of action for Consultant fees not based on actual knowledge of the Consultant of the Consultant to enforce applicable rules of professional responsibility.

(12) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be determined first by mediation in accordance with the Construction Industry Arbitration Rule of the American Arbitration Association or a variation permitted in litigation. Any arbitration or civil action by Client must be commenced within one year of the accrual of the cause of action described in this event after final approval by applicable statute.

(13) Hazardous Substances and Conditions

(a) Services provided in design projects involving hazardous substances or conditions as defined in Article 10 shall be limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a subsidiary, licensee, agent, principal, partner, or associate with respect to hazardous substances and conditions. Consultant's services will be limited to a professional opinion, recommendations, and the identification, including investigation, plans and specifications for conditions identified in the project.

(b) The Consultant shall notify the Client of hazardous substances or conditions encountered in the design of any part of which the Consultant expressly becomes aware. Upon such notice by the Consultant, the Consultant shall advise affected portions of its services and the hazardous substance or condition is identified. The parties shall decide if Consultant is to proceed with its services and if Consultant is to proceed testing and evaluation, and the parties shall enter into a separate Agreement for the additional work. The parties shall decide the cost.

(14) Consultant's Professional Liability

(a) If the Consultant's services fulfill the purposes of paragraph 10, the Consultant shall be responsible for the Consultant's own retained or made payable and shall be the Client's sole responsibility for procurement of the design and the construction therefrom, and the Client agrees and agrees to hold the Consultant in any way responsible thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for the contractor's errors, omissions, equipment, equipment, and safety sequence schedules, safety programs, or safety practices, nor shall Consultant have any liability or responsibility to any or direct the work of any contractor. The Consultant's work will be for the purpose of understanding or providing the Client a greater degree of confidence that the proposed work or its variations will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

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



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

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

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



July 13, 2012

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

Project: Phase 1B & 2, Separate DSA Application (NO. 2)
Calvin Station
Oakland, CA
KPW Proposal No. C-1208

Subject: Fee proposal for structural design programming services

Dear Brent:

Per your request, we are providing this fee proposal.

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

We understand the project scope includes the following:

- A. Provide separate structural DSA, under a site project application for Phase 1B and 2 of the Calvin Station Transit Modernization project.
 - 1. Update title block per 12/11
 - 2. Provide site plan drawings
 - 3. Provide civil plan and drawings per 12/11
 - 4. Provide structural drawings per 12/11
- B. DSA Review and Backcheck
- C. C/A for this stand alone project, including review of submittals, RFI's, DSA & forms, site visits, project closings, etc.

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

| | |
|-----------------------|---------|
| DSA Submittal Package | \$3,250 |
| DSA Backcheck | \$3,250 |
| C/A | \$3,200 |

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

ASR #2r2 | Item #5

139 Webster Street, Suite 200, Oakland, California 94612 T 510.208.3300 F 510.208.3303 www.kpwac.com

Mr. Brent Ransom
JAN 13, 2017
Page 1 of 1



This letter can serve as an interim agreement and our office will prepare and deliver a complete copy of the letter and return it to our office. We are very excited to have the opportunity to work with you on this project and look forward to hearing from you soon.

Very truly yours,

Respectfully,

KPW Structural Engineers, Inc.

David A. Chivers

A handwritten signature in dark ink, appearing to read "J. Westphal", followed by a horizontal line.

John Westphal, SE-3578

For

Principal

For

Attachment: Standard Terms & Conditions

HOURLY RATES SCHEDULE

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

January 2012



Capital Engineering Consultants, Inc.
11020 Sun Center Dr. Suite 100
Rancho Cordova, CA 95670
TEL: (916) 851-5000
FAX: (916) 631-4424
E-MAIL: office@capita

PROPOSAL

DATE: May 4, 2012

TO: LCA Projects **PROJECT:** Calvin Simmons School Modernization

ATTN: Bryn Reynolds, Project Architect **PROJECT NO.:** LCA 12-00000001

FROM: Michael Kruger **SUBJECT:** Extra Services and Expenses

Dear Bryn,

We offer the following proposal for extra services related to the Calvin Simmons School Modernization project.

Scope:

HVAC: Change title block, re-number specs and create all plan/detail reference tags, create final general notes & legend drawing sheet, create new title-24 form drawing sheet. 4 hours

PLUMBING: Re-number sheets and create all plan/detail reference tags, create final general notes & legend drawing sheet, create new title-24 form drawing sheet, create new specs sheet. 4 hours

SPECS: Create new equipment spec for 110-00000001 (110-00000001) and create spec for 110-00000002 (110-00000002) to match arch's format. 4 hours

Fee:

For this effort of we propose a fee of: \$1,800.00

Please call if you have any questions or require further information.

Thank you again for allowing us to offer our services.

ASR #2r2 | Item #5

Z:\1-Work\01 - LCA Projects\12-00000001 - LCA 12-00000001 - Oakland\11000 - Calvin Simmons School Modernization\A01 -
Concepts - Client\Add Services\02Add Services Request Bulletin 02 - Calvin Simmons School Modernization Docs
7/16/2012

American Consulting Engineers Electrical, Inc.

1582 The Alameda

East Palo Alto

San Jose, CA 95029

415/341-1111

www.acelinc.com

July 16, 2012

ECA Architects, Inc.
245 Ignacio Valley Road, Suite 200
Walnut Creek, CA 94396-6025
Attn: Carl Campos

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

Dear Carl,

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

Electrical Scope of Work:

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

1. Reusing all the drawings from the Phase 1B and Phase 2 submittal drawings along with all set of drawings. Additional drawings will be added as required for the set of drawings to stand alone.
2. Provide 1 set of drawings for 1st DSA submittal.
3. Review DSA comments and revise drawings as required to address DSA comments.
4. Provide final signed drawings for back check.
5. Amend DSA back check if required by the DSA comments.

B. Fee for Design Services:

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

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

ASR #2r2 | Item #5

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

AUTHORIZATION CONFIRMED

ASR #2r2 | Item #5



Consulting Engineers

July 16, 2012

David Bogard
LCA Architects Inc.
243 Ygnacio Valley Road, Suite 200
Walnut Creek, CA 94596

RE: OUSD Calvin Simmons Campus Improvements - Fire Protection Design (DSA Submitted Phase 1B & 2)
Oakland, California

Dear David:

MK2 Engineers is pleased to inform the following proposal for Consulting Engineering Services for the above project.

1. **PROJECT DESCRIPTION**

MK2 Engineers will provide Consulting Engineering Services in compliance with all applicable codes and standards for the DSA Submitted of the Fire Protection Design for Phase 1B & 2 of the OUSD Calvin Simmons Campus Improvements - Fire Protection Design (DSA Submitted Phase 1B & 2) Project located in Oakland, California.

2. **SCOPE OF WORK**

The Scope of Work is based upon initial correspondence dated July 10, 2012 with LCA Architects Inc. regarding the project. The Scope of Work is based upon the request for DSA Submitted of Phase 1B & 2 of the OUSD Calvin Simmons Campus Improvements - Fire Protection Design (DSA Submitted Phase 1B & 2) Project. The scope assumes that DSA will not need any additional drawings, calculations, and/or calculations.

3. **COMPENSATION**

The professional fee for the Consulting Services will be based upon initial correspondence dated July 10, 2012 with LCA Architects Inc. regarding the project. The estimated budget of \$2,000.00 is based as per MK2 Engineers Standard Billing Rate (see Attachment C - Hourly Service Rates).

4. **TERMS AND CONDITIONS**

Standard Contract Terms and Conditions shall apply (see Attachment D).

Please indicate your acceptance by signing in the space provided below and returning a copy to our office. This agreement, signed and returned, will constitute a contract between LCA Architects Inc. and MK2 Engineers. For the provision of Consulting Engineering Services as specified above. We are looking forward to working with you on this important project.

By: M. Kiani

By: _____

Name: Mike Kiani, PE

Name: _____

Title: President

Title: _____

Date: July 12, 2012

Date: _____

ASR #2r2 | Item #5

5030 Business Center Drive, Suite 160 • Fairfield, CA 94534 • Phone: 707.759.0200 • FAX: 707.759.0200
email: info@mk2eng.com • Website: www.mk2eng.com

Abstract

HOURS & SERVICE RATES: (Personnel to be assigned as required per contract letter)

| POSITION | RATE |
|------------------------|-----------------|
| President | \$ 172 per hour |
| Project Manager | \$ 136 per hour |
| Senior Engineer | \$ 63 per hour |
| Engineer | \$ 30 per hour |
| Staff Engineer | \$ 19 per hour |
| Junior Design Engineer | \$ 14 per hour |
| Engine Design Engineer | \$ 13 per hour |
| Staff Design Engineer | \$ 10 per hour |
| Senior Draftsman | \$ 15 per hour |
| Draftsman | \$ 10 per hour |
| Project Administrator | \$ 78 per hour |
| Clerical | \$ 10 per hour |

| ITEM/CATEGORY | RATE |
|--|--|
| 30 House Reproductions | \$2.50 PER PRINT |
| 30 Sheet Drawing Film | \$9.50 PER DRAWING |
| Graphic Consulting Services | Actual Cost + 12% |
| Graphic Reproduction Charges | Actual Cost + 12% |
| Travel Expenses (Air, Auto, Train, etc.) | Actual Cost + 20% |
| Emergency Services | Actual Cost + 15% |
| Storage (after using MK2) | \$.35 Per Mile (or current Federal Allowance) |
| Per Diem: Lodging, Meals, Incidentals, etc. | Per Federal GSA Standards (Technician's Standard Per Diem Code) available upon request |
| Telephone, Postage, FAX and Telephone services | + 3% of Base Contract Fee (this amount, when indicated, will be billed proportionally per invoice) |

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

ASR #2r2 | Item #5



Attachment D - Page 1 of 2

Standard Contract Terms and Conditions

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

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

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

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

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

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

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

Client Provided Data: MK2 shall not be responsible for the loss, theft, destruction, or corruption of any data provided by the Client.

Assignment: MK2 shall not assign its obligations under this Agreement without the prior written consent of the Client.

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

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

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

ASR #2r2 | Item #5



Attorney Fees: In any dispute arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs.

Suspension: If the Contractor suspends its work for more than 30 consecutive days, MK2 shall be compensated for expenses incurred in the interruption and resumption of its work. MK2 shall be paid for additional services and the work schedule shall be adjusted accordingly.

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

Liability for Consequential Damages: MK2 and its Contractor shall be liable for consequential damages for delays, omissions or other matters in question arising out of or relating to this Agreement. This consequential liability is applicable, without limitation, to all consequential damages due to either party. Notwithstanding MK2's liability for all other damages shall not exceed the value of the services under this agreement.

Mediation: Any claim, dispute or controversy in connection with or related to this Agreement shall be subject to mediation and arbitration. Mediation shall be conducted in accordance with the rules of the American Arbitration Association. If such matter refers to or is the subject of a law, rule or regulation of MK2's contract, MK2 may proceed in accordance with applicable law to comply with the law notwithstanding any dispute or controversy in connection with the matter by mediation or by arbitration.

Arbitration: Any claim, dispute or controversy in connection with or related to this Agreement shall be subject to arbitration. The award for arbitration shall be final and binding on the other party to this Agreement and with the Arbitrator. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

Cost Opinions: Opinions or reports prepared by MK2 Engineers, Inc. for the purpose of feasibility studies, economic analyses of alternate solutions and other matters shall be provided to the Contractor and shall be used by the Contractor as a guide only. Since MK2 has no control over the use of such materials in such prospective bidding and market conditions, MK2 does not guarantee the accuracy of such materials submitted to the Contractor and does not accept any liability therefor.

Construction Support: Construction Support services are provided by MK2, whether in connection with, and whether performed prior to, during or after completion of construction. Such services shall be performed solely for the purpose of assisting in quality control and in reviewing construction with current drawings and specifications.

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

ASR #2r2 | Item #5



CALICHI DESIGN GROUP

Page | 1

August 1, 2012

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

RE: Additional Service Request for Professional Services related to the Calvin Simmons Project Site - 2101 38th Avenue, Oakland, California 94601 - Public Sewer Main Relocation.

Dear Mr. Bogstad:

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

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

PROJECT UNDERSTANDING

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

City of Oakland Public Works Department to design an acceptable re-routing of the existing public and on-site sanitary sewer lines to ensure continuous service during construction of the proposed building and athletic fields, as well as post construction.

SLBE / LBE Status:

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

SCOPE OF SERVICES

Task 1 - Public Sewer Line Relocation Coordination and Design

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

ASR #2r2 | Item #6

CONTRACTOR

CLIENT

ENGINEER

ARCHITECT

LANDSCAPE

SACRAMENTO





CALICHI DESIGN GROUP

Page 12

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

Any design outside the property line will be submitted as an addendum to the previously approved City of Oakland P-Job Plans. CDG will provide location and detailed civil and structural design of retaining walls, if required.

Task 2 – On-Site Sanitary Sewer Coordination and Design

CDG will use the pipeline and sewer line tracing information provided by the Municipality to generate revisions to the DSA approved plans. These revisions will consist of the location of the sewer and DSA for coordination and comment. Once the modifications are approved, CDG will revise the existing Increment 1 and Increment 2 Construction Documents (CDs) for the project and issue the drawings as an addendum.

In addition, CDG will provide the following:

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

Task 3 – Public Sewer Approval and Bidding Assistance

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

- *Public Sewer Construction Documents*

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

Task 4 – Public Sewer Construction Administration Assistance

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

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

ASR #2r2 | Item #6



CALICHI DESIGN GROUP

Page 14

- Assist the Owner/Client in Civil related Requests for Information and Contractor submittals during construction.
- Prepare up to one (1) x 11 inch guest survey instrument prior to close-out of the project.

CDG shall not be responsible for design compliance with stormwater water quality control regulations. Municipal testing and inspections are also excluded from this task. Additional cost will be compensated under a separate contract.

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

Task 5 - Public Sewer Close-Out Documentation and Coordination

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

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

Additional Services

Any services not specifically and expressly listed in the tasks above may be completed on an hourly basis under this Task. Should additional services be undertaken on an hourly basis, and if requested by the Client, CDG will provide the Client with an hour estimate (with conditions) for the requested scope of services. As an alternate option, the Client has the option to negotiate lump sum fees for additional requested services. Some potential Additional Services that CDG is capable of providing include:

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

Information Provided By Client

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

- Signed Agreement
- An electronic copy of the revised Title Block in AutoCAD 2004 or newer.
- Any permits that due to any agency having jurisdiction.

ASR #2r2 | Item #6

CDG shall not be responsible for design compliance with stormwater water quality control regulations. Municipal testing and inspections are also excluded from this task. Additional cost will be compensated under a separate contract.



CALICHI DESIGN GROUP

PAGE 5

Schedule

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

Use of Information

CDG will endeavor to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. CDG's assessment is based in large part on information provided to us by others (agency staff, Utility Company Representatives, etc.) and therefore is only as accurate and complete as the information provided by others. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions. The scale of the diligence to be undertaken at this point in time is limited. To fully determine all site constraints additional studies will be required.

Closure

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

ASR #2r2 Item #5



CALICHI DESIGN GROUP

PAGE 1/8

Method of Compensation: Professional Services related to the design of the project. The Client shall pay the fee of \$210,000.00, plus applicable taxes, to the Designer. The fee shall be paid in five (5) installments as follows:

| Task | Task Description | Phase 1
Lump Sum | Phase 2
Lump Sum | Fee Type |
|-------|--|---------------------|---------------------|----------|
| 1 | Public Sewer Line Right of Way Design | \$40,000.00 | \$0.00 | Lump Sum |
| 2 | On-Site Sanitary Sewer Collection and Design | \$40,000.00 | \$0.00 | Lump Sum |
| 3 | Public Sewer Approval and Bidding Assistance | \$40,000.00 | \$0.00 | Lump Sum |
| 4 | Public Sewer Line Construction Administration | \$40,000.00 | \$0.00 | Lump Sum |
| 5 | Public Sewer Line Closed In Documentation and Construction | \$40,000.00 | \$0.00 | Lump Sum |
| Total | | \$200,000.00 | \$0.00 | Lump Sum |

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

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

ACCEPTED:

LCA Architects, Inc.

Calichi Design Group

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____

ASR #2r2 | Item #6



CALICH DESIGN GROUP

Page 17

CALICH DESIGN GROUP STANDARD PROVISIONS

(1) **Consultant's Scope of Professional Services:** The Consultant is undertaking to perform professional services exclusively in accordance with the Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant may perform additional services ("Additional Services"), and such Additional Services shall be subject to a separate fee agreement. Unless otherwise agreed in writing, the Client shall pay the Consultant for the performance of the Additional Services at rates set forth upon the Consultant's then-current hourly rates plus the amount of direct costs from the Client, including in-house duplicating, travel mileage, telephone calls, postage, and other expenses. All additional expenses are included in the lump sum totals.

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

(a) Designate by writing a person or persons to coordinate with the Consultant in this Agreement, such person having complete authority to execute and accept the Consultant's work and make all requests the Client's decisions.

(b) Provide all information and data necessary for the Consultant to perform its services, and expectations for the project including all drawings, plans, specifications, and other documents of development, design, or construction.

(c) Provide or fund a schedule of payments to the Consultant for the project and all other data reasonably necessary for the Consultant to perform its services and engineering, design, environmental impact assessment, and other services, including the Consultant's fee, upon all of which the Consultant may rely.

(d) Arrange for access to the site and all other facilities as required for the Consultant to perform its services.

(e) Release all members of the Client's staff, including the Client's representatives, from all liability arising from the Consultant's performance of its services.

(f) Furnish upon request to the Consultant, all information necessary for the Consultant to perform its services, and maintain the Consultant's records.

(g) Cause to be prepared and maintained, including legal, financial, and general liability insurance, all of which the Client may require, or which the Consultant may reasonably require in furtherance of its services.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the project and which the Consultant may reasonably believe is noncompliance in any aspect of the project.

(i) Bear all costs of the Consultant's services.

(j) Pay the Consultant's fees and expenses in accordance with the Consultant's fee schedule and terms of payment.

performance shall be deemed to constitute the Client's acceptance of the Consultant's services. If such delay or non-performance exceeds thirty (30) days, the Consultant's compensation shall be non-refundable.

(4) **Method of Payment:** The Consultant shall be paid by the Client in accordance with the following provisions:

(a) Invoices will be submitted monthly by the Consultant for the services performed and expenses incurred. Payment of such invoices will be due within thirty (30) days of the date of the invoice. The Client shall also pay any applicable sales tax. All payments will be paid by the Consultant on the basis of the amount of the invoice and applied against the final invoice. Interest will be added to payments not paid within thirty (30) days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant within thirty (30) days after agreement within thirty (30) days after the Consultant's demand of payment, the Consultant, without giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client delays the payment of the Consultant's invoice, the Consultant, without giving notice to the Client, shall conclude the project and the Consultant's fee shall be waived, and the invoice shall conclusively be deemed due and owing.

ASR #2r2 | Item #6







CALICHI DESIGN GROUP

Page | 10

(15) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits in any way other than the Client and the Consultant, and all parties agree to be bound by the terms of this Agreement with the full and complete intent of the Client and the Consultant. The Consultant shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services to Consultant, without the written consent of the Client. The Consultant reserves the right to assign its staff with subcontractors as it deems appropriate due to project logistics, efficiency, or resource constraints. If the Consultant exercises this right, the Consultant will maintain the agreed upon pricing rates for services identified in the contract. Regardless of whether the services are provided by in-house employees, contract employees, or independent subcontractors.

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

(17) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, correspondence, agreements or understandings, written or oral. Except as provided in Section 5, this Agreement can be amended or extended only by a written document executed by both parties. Provided, however, that any continuing or additional work or any purchase order issued by the Client shall be valid and not hereby expressly waived by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective in the event of such unenforceability without invalidating the remaining provisions. The enforcement of any provision of this Agreement shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASR #212 | Item #6

LCA PROPOSED FEE INCREASES

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

1740

DATE (mm/dd/yyyy)
6/18/2012

| INSURER'S AIR CARRIER COVERAGE | NAIC # |
|--|--------|
| insurer: Hartford Casualty Insurance Co. | |
| insurer: American Automobile Ins. Co. | |
| insurer: Celia Insurance Company, Inc. | |
| insurer: Hartford Underwriters Ins. Co. | |

COVERAGES

[illegible]

15. Attached Documentation:

CANCELLATION 10 Days for Non Payment

2017年11月11日

ACCORD CUM GRATIA 1994

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

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

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

| Contractor Information | | | | | | | | |
|------------------------|------------------------------------|------------------|-----------------------------------|-------|-----------------------------|-----|-------|--|
| Contractor Name | Loving and Campos Architects (LCA) | Agency's Contact | Carl Campos | | | | | |
| OUSD Vendor ID # | 1010791 | Title | AOR | | | | | |
| Street Address | 1900 Broadway Avenue, Suite 800 | City | Oakland | State | CA | Zip | 94621 | |
| Telephone | 510-272-1060 | Policy Expires | 5-30-2013 | | | | | |
| Contractor History | Previously been an OUSD contractor | | X Yes <input type="checkbox"/> No | | Worked as an OUSD employee? | | | <input checked="" type="checkbox"/> Yes X No |
| OUSD Project # | 07140 | | | | | | | |

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

| Compensation | | | |
|-------------------------------|----|------------------------------|----------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$1,199,566.00 |
| Pay Rate Per Hour (if Hourly) | \$ | If Amendment, Changed Amount | \$ 175,570.00 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|--|----------------|------------|-------------|--------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 9299, 9399, 9499, 9599, 9699 | Measure B | 2059901821 | 6215 | \$175,570.00 |

I acknowledge services were not provided before a PO was _____

| | | | | | |
|----|---|---------------|--------------|-----|--------------|
| 1. | Division Head
Charles Love | Phone | 510-535-7061 | Fax | 510-535-7062 |
| | Capital Program Contract & Accounting Manager | | | | |
| | Signature | Date Approved | 9-15-12 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | Date Approved | 10-1-12 | | |
| | Associate Superintendent, Facilities Planning and Management | | | | |
| 3. | Signature | | | | |
| | President, Board of Education | | | | |
| 4. | Signature _____ | | | | |
| | Date Approved _____ | | | | |

| | |
|--|------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 12-0544 |
| Committee | Facilities |
| Introduction Date | 2-22-2012 |
| Enactment Number | 12-0544 |
| Enactment Date | 2-22-2012 |

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools • Inspiring Students

Memo

To Board of Education

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

Board Meeting Date February 22, 2012

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

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

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

Local Business Participation Percentage 100.00%

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students.

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

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

Recommendation

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

Fiscal Impact

GO Bond-Measure B

Attachments

- Independent Contractors Amendment including scope of work.



AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

The District is entered into an agreement with the Contractor, Lowery and Campus Architects (LCA),
who entered into an agreement with the District on August 27, 2011, and the parties agree to amend that
Agreement as follows:

| | |
|--|--|
| 1. Services <input type="checkbox"/> The scope of work is unchanged. <input checked="" type="checkbox"/> The scope of work has changed. | |
| If scope of work changed: Provide brief description of revised scope of work including description of anticipated final results, such as services, materials, products, and/or systems, and/or other project information as necessary. <u>Anticipated scope of work:</u>
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis.</u> | |
| 2. Terms (duration) <input checked="" type="checkbox"/> The term of the contract is unchanged. <input type="checkbox"/> The term of the contract has changed. | |
| If term is changed: The contract term is extended by an additional _____
(days/weeks/months) and the amended expiration date is _____. | |
| 3. Compensation: <input type="checkbox"/> The contract price is unchanged. <input checked="" type="checkbox"/> The contract price has changed. | |
| If the compensation is changed: The contract price is increased by
x Increase of \$23,996.00 to original contract amount
<input type="checkbox"/> Decrease of \$_____ in original contract amount
and the new contract total is <u>One million, two hundred thousand, nine hundred ninety-six dollars (\$1,023,996.00)</u> | |

4. Remaining Provisions All other provisions of the Agreement, and prior Amendments 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 | Description of Amendment | Amount of Increase/Decrease |
|----|------|--------------------------|-----------------------------|
| | | | \$ |

6. Approval: This Agreement is not effective until it is approved and signed by the District and the Contractor. Approval requires
signature by the Board of Education and the Contractor.

OAKLAND UNIFIED SCHOOL DISTRICT

John London
John London, President, Board of Education

Eager Rakesraw, Jr.
Eager Rakesraw, Jr., Secretary,
Board of Education

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

CONTRACTOR

Lowery and Campus Architects
Lowery and Campus Architects, Inc.

Carl E. Campos, CEO
Carl E. Campos, CEO

2/2/12
Date

11231

12-0544
2-22-12

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Loving & Campos Architects (LCA)

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

Description of Services to be Provided

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



October 25, 2011

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

Project: District Changes - December 3, 2011
Calvin Sargant Modernization
Oakland, CA
KPW Proposal No. 11P347

Subject: Additional Service Fee proposal to provide structural engineering services

Dear Brent:

Per your email dated October 19, 2011, we understand the District has requested changes to the design. Our 30% CD submittal was posted on October 22, 2011, per your e-mail.

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

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

| Item | Description | Hours by Trade | | |
|-------|---|----------------|----|-----|
| | | PE | SE | GAU |
| 1 & 2 | Eliminate Locker
Eliminate Crew room
Adjust restrooms and storage
Modify Shear walls line A, C | 4 | 18 | 8 |
| 3 | Flip Health Classroom with Science Lab
Modify Shear walls line B, D, F | 1 | 8 | 4 |
| 4 | Modify West Wall
Add fire rated door
Modify Shear walls line D | 1 | 4 | 3 |
| 5 | Modify Shear walls line G&H | 1 | 4 | 8 |
| 6 | Relocate entry gate structure in plan
Details unchanged | 4 | 1 | 4 |

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



| | | | | |
|-----------|---|----------|---------|---------|
| 7 | Modify dimensions of bridge structure
Re-do structural analysis and connection design
Revise drawings | 4 | 12 | 4 |
| 8 | Modify openings Line 3 | 0 | 1 | 0 |
| 9 | Reconfigure 2 nd story entrance | 0 | 2 | 0 |
| 10 | Modify extents of flat roof/overhead
Modify mech eqpt layout, loading
Modify skylights | 6 | 12 | 6 |
| Total Hrs | | 10 | 24 | 10 |
| Rate | | \$150 | \$140 | \$110 |
| Sub-Total | | \$1,500 | \$3,360 | \$1,100 |
| Total | | \$16,160 | | |

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

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

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

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

KPW Structural Engineers, Inc.

LCA Architects

John Westphal, SE 4575

Principal

Title

Date

(Where Office Use: Legislative File Info)
 File Number 11-25974
 Committee Facilities
 Introduction Date 11-8-2011
 Enactment Number _____
 Enactment Date _____



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

TO: Board of Education
FROM: Tony Smith, Ed.D., Superintendent
 Timothy White, Assistant Superintendent, Facilities Planning and Management
BOARD MEETING DATE: November 16, 2011
SUBJECT: Agreement for Architectural Services - Loving & Campos Architects (LCA)
 Calvin Simmons Improvements and Career Tech Lab Project

Action Requested: Approval by the Board of Education of an Agreement for Architectural Services with Loving & Campos Architects (LCA) for Architectural and Engineering Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$1,000,416.00. The term of this Agreement shall commence on November 8, 2011 and shall conclude no later than July 1, 2013.

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

Local Business Participation Percentage: 100%

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 recreation, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



OAKLAND UNIFIED SCHOOL DISTRICT

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

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

Recommendation

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

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2059901820-6215

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

WITH

Loving & Campos Architects (LCA)

FOR

Calvin Simmons Improvements and
Career Tech Lab

September 23, 2011

TABLE OF CONTENTS

| | | |
|------------|---|----|
| Article 1 | Definitions..... | 1 |
| Article 2 | Responsibilities And Services Of Architects..... | 2 |
| Article 3 | Architect Staff..... | 5 |
| Article 4 | Schedule Of Services..... | 6 |
| Article 5 | Construction Cost Budget..... | 6 |
| Article 6 | Fee And Method Of Payment..... | 7 |
| Article 7 | Payment For Extra Services Or Changes..... | 8 |
| Article 8 | Ownership Of Data..... | 8 |
| Article 9 | Termination Of Contract..... | 10 |
| Article 10 | Indemnity / Architect Liability..... | 11 |
| Article 11 | Fingerprinting..... | 11 |
| Article 12 | Responsibilities Of The District..... | 11 |
| Article 13 | Liability Of District..... | 12 |
| Article 14 | Nondiscrimination..... | 12 |
| Article 15 | Insurance..... | 12 |
| Article 16 | Covenant Against Contingent Fees..... | 13 |
| Article 17 | Entire Agreement/Modification..... | 13 |
| Article 18 | Non-Assignment Of Agreement..... | 13 |
| Article 19 | Law, Venue..... | 13 |
| Article 20 | Alternative Dispute Resolution..... | 13 |
| Article 21 | Severability..... | 14 |
| Article 22 | Employment Status..... | 14 |
| Article 23 | Certificate Of Architects..... | 15 |
| Article 24 | Notices & Communications..... | 17 |
| Article 25 | Disabled Veteran Business Enterprise Participation..... | 17 |
| Article 27 | District's Right to Audit..... | 18 |
| Article 28 | Other Provisions..... | 19 |
| Article 29 | Exhibits A through E..... | 19 |
| Article 30 | Roofing Certification (If Applicable)..... | 19 |

| | |
|--|-----|
| EXHIBIT "A" - RESPONSIBILITIES AND SERVICES OF ARCHITECT | A-1 |
| EXHIBIT "B" - CRITERIA AND BILLING FOR EXTRA SERVICES | B-1 |
| EXHIBIT "C" - SCHEDULE OF SERVICES | C-1 |
| EXHIBIT "D" - PAYMENT SCHEDULE | D-1 |
| EXHIBIT "E" - INSURANCE REQUIREMENTS | E-1 |

AGREEMENT FOR ARCHITECTURAL SERVICES

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

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article I. Definitions

1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all exhibits:

1.1.1. **Agreement**. The Agreement consists exclusively of this document and all attached exhibits attached and incorporated by reference.

1.1.2. **Architect**. The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.

1.1.3. **As-Built Drawings ("As-Built")**: Any document prepared and submitted by District contractor(s) that details on a Confirming Set the actual construction performed during the Project, including changes necessitated by change orders.

1.1.4. **Bid Set**. The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.

1.1.5. **Confirming Set**. The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Confirming Set and for which DSA

1.1.6. **Construction Budget**. The total amount allocated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs.

1.1.7. **Construction Cost Budget**. The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, financing or

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

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

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

1.1.7. District: The Oakland Unified School District.

1.1.8. DSA: The Division of the State Architect.

1.1.9. Record Drawings: A final set of drawings prepared by the Architect that incorporates all changes from all As-Built notices, details, and clarifications.

1.1.10. Service(s): All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

1.1.11. Visually Verify: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, And Services Of Architect

2.1. Architect shall render the Services as described in Exhibit "A," commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as Exhibit "C."

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

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

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

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

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

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

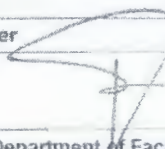


| Basic Directions | |
|--|---|
| Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. | |
| Attachment Checklist | <input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
<input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

| Contractor Information | | | | | | | |
|------------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name | Loving and Campos Architects (LCA) | Agency's Contact | Carl Campos | | | | |
| OUSD Vendor ID # | 1010791 | Title | AOR | | | | |
| Street Address | 1900 Broadway Avenue, Suite 800 | City | Oakland | State | CA | Zip | 94621 |
| Telephone | 510-272-1060 | Policy Expires | 5-30-2019 | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 07140 | | | | | | |

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

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

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

| Approval and Routing (In order of approval steps) | | | | |
|--|---|---------------|--------|--------------|
| <small>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.</small> | | | | |
| | Division Head | Phone | Fax | 510-535-7082 |
| 1. | Accounting Manager | | | |
| | Signature  | Date Approved | 7/8/13 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | |
| | Signature  | Date Approved | 7/8/13 | |
| 3. | Associate Superintendent, Facilities Planning and Management | | | |
| | Signature  | Date Approved | 7/8/13 | |
| 4. | President, Board of Education | | | |
| | Signature | Date Approved | | |