

Board Office Use: Legislative File Info.	
File ID Number	13-1994
Committee	Facilities
Introduction Date	9-11-13
Enactment Number	13-1921
Enactment Date	9/11/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 25, 2013

Subject Amendment No. 3, Architect and Engineer Contract- Loving & Campos Architects (LCA)- Laurel CDC Building Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 3, Architect and Engineering Contract with Loving & Campos Architects (LCA) for A/E Services on behalf of the District at Laurel CDC Building Replacement Project, in an amount not-to exceed \$64,916.00 increasing previous contract amount from \$406,517.00 to a not to exceed amount of \$471,433.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Laurel CDC will replace the existing CDC portable facility. Scope includes four (4) classrooms, restrooms, kitchen, utility rooms, offices, play structure, artificial turf playfield, site improvements and CHPS certification.

Local Business Participation Percentage 30.00%

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

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

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

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

Recommendation

Approval by the Board of Education of Amendment No. 3, Architect and Engineering Contract with Loving & Campos Architects (LCA) for A/E Services on behalf of the District at Laurel CDC Building Replacement Project, in an amount not-to exceed \$64,916.00 increasing previous contract amount from \$406,517.00 to a not to exceed amount of \$471,433.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Architect and Engineering Contract including scope of work

AMENDMENT NO. 3 TO Agreement for Professional Services

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

1. Services:	<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 for additional service's fee to complete construction documents to get them ready for bid. Services include incorporating latest OUSD design standards, including fire and intrusion revisions, incorporating exterior site revisions for added value, incorporating additional constructability review comments for cost savings and preparing Addendum for Division of State Architect (DSAJ). Scope also includes replenishing basic service's fee utilized early in Phase #1 to bid and administer construction of the New Laurel Play Structure completed Summer 2012. Reference ASR#5, ASR#6 and ASR#7.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</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 \$64,916.00 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>Four hundred seventy-one thousand, four hundred thirty-three dollars and no cents (\$471,433.00)</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	6-27-2012	The scope include preparation of a separate set of construction bid documents (Phase #1) for the new Play Structure for Laurel Elementary School to set site ready for New Laurel Child Development Center in Phase No. 2. Scope also includes bid and construction administration services.	\$14,567.00
2	9-26-2012	The scope of the project is to provide re-design services incorporating several cost saving revisions, coordinate Division of State Architect plan review and prepare documents to re-bid the Laurel CDC Replacement project. Significant scope revisions include reduction in the total number of classrooms from five to four, simplification of the trash enclosure design, deletion of conduits slated for future use and several miscellaneous revisions.	\$58,950.00

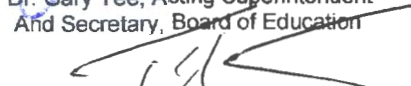
6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT**CONTRACTOR**


David Kakashiba, President, Board of Education Date 9/12/13


Contractor Signature Date 8/23/13
Print Name, Title David Bogstad, President


Dr. Gary Yee, Acting Superintendent
And Secretary, Board of Education Date 9/12/13
Date


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

File ID Number: 13-1921
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Enactment Date: 9/11/13
By: o/c

EXHIBIT "A" Scope of Work**Contractor Name:****Billing Rate:** Sixty-four thousand, nine hundred sixteen dollars and no cents (\$64,916.00)**D****1. Description of Services to be Provided**

The scope of the project is to for additional service's fee to complete construction documents to get them ready for bid. Services include incorporating latest OUSD design standards, including fire and intrusion revisions, incorporating exterior site revisions for added value, incorporating additional constructability review comments for cost savings and preparing Addendum for Division of State Architect (DSAJ). Scope also includes replenishing basic service's fee utilized early in Phase #1 to bid and administer construction of the New Laurel Play Structure completed Summer 2012. Reference ASR#5, ASR#6 and ASR#7.

2. Specific Outcomes:

Provide an updated CDC for the students and staff.

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

X Ensure a high quality instructional core	0 Prepare students for success in college and careers
X Develop social, emotional and physical health	X Safe, healthy and supportive schools
S Create equitable opportunities for learning	0 Accountable for quality
0 High quality and effective instruction	0 Full service community district

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 8-23-2013
Susie Butler-Berkley
Contract Analyst

EXHIBIT A

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: Laurel CDC Replacement ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: 5

OWNER: Oakland Unified School District DATE OF ISSUANCE: December 4, 2012

TO: Loving & Campos Architects Inc. ARCHITECT'S PROJECT NO: 00605
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax

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

Individual: Mr. Tadashi Nakadegawa/ Mary Ledezma

Subject: Intrusion Alarm Shop Drawings

We are hereby requesting additional service fees. The design team has been requested by OUSD to perform the following additional services:

1. Make changes to the Electrical drawings due to the now Intrusion Alarm district standard requirements developed in March 2012. The district's sub-consultant (AON consultant/Schirmer Engineering) made additional review comments in November 2012. Prior to that date the Electrical Engineer had completed the intrusion alarm design and responded to comments with AON consultant in July 2010 based on the prior district design standards.
2. Provide completed design shop drawings for the intrusion alarm system per the current district standard.
3. Address all comments provided by the District's subconsultant (AON Engineering).

Description	A&E Fee
Architectural Coordination	= \$150.00
Electrical Coordination	= \$1,500.00
TOTAL ADDITIONAL SERVICE REQUEST	\$1,650.00

Thank you,

David Bogstad, President
LCA Architects Inc.

Date

12/4/12

OUSD

Date

Authorization of Additional Services indicated.

Attachments:
• None



American Consulting Engineers Electrical, Inc.

1590 The Alameda

Suite 200

San Jose, CA 95126

408/236-2312

Fax: 408/236-2316

December 3, 2012

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

Subject: Laurel Child Development Center – Additional Service for Intrusion Alarm Shop Drawings
Oakland Unified School District

Dear David,

We are requesting for additional design service regarding the Intrusion Alarm changes requested by the district for the New Child Development Center Project @ Laurel Elementary School. It is our understanding that the district has requested to make changes to our drawings due to the new Intrusion Alarm district standard requirements developed in March 2012. The district's sub-consultant (AON consultant/Schirmer Engineering) made additional review comments in Nov 2012. Prior to that date our office has completed the intrusion alarm design and responded to comments with AON consultant in July 2010.

Our additional scope of work is as follows:

ELECTRICAL Scope of Work

A. Electrical Design:

1. Provide completed design shop drawings for the intrusion alarm system per the current district standard. The district standard for the intrusion alarm design requirements has changed. The new standard requires full design shop drawings by the design team. Our original fee was based on the contractor providing the shop drawings for the system. ACEE will provide complete shop drawings for review by the district and inclusion in the bid set of drawings, ACEE will address all comments provided by the district's sub-consultant (AON Engineering).

B. Fee for Design Services:

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

1. Intrusion Alarm System Shop Drawings:	\$ 1,500
Total	\$ 1,500

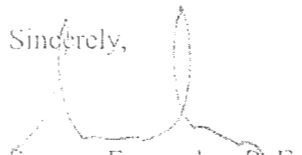
Changes in the proposed added service will require a revised mutually acceptable fee structure depending on the amount of scope changes.

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

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

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

Sincerely,



Sammy Fernandez, P.E.
Principal

SF/rl

Accepted by

David Bogstad
LCA Architects, Inc.

Date _____



November 27, 2012

Mr. John Esposito
Project Manager
Oakland Unified School District
955 High Street
Oakland, California 94601
t: +1.510.535.7049
e: john.esposito@ousd.k12.ca.us

Re: Fire and Intrusion Alarm Submittal Review
Laurel Children Development Center
Oakland Unified School District
Oakland, California
Aon FPE No. 1612035-000

Dear John,

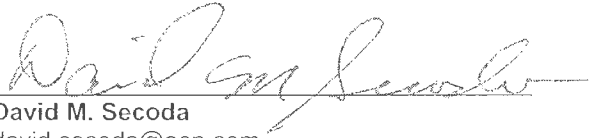
Aon Fire Protection Engineering (Aon FPE) has reviewed Addendum 5 fire and intrusion alarm drawings, dated November 11, 2012. Aon FPE obtained the drawings via LCA Architects' ftp website on November 20, 2012. Aon FPE reviewed Sheets E4.1, E7.2, and FA0.1 through FA4.1 prepared by LCA Architects. The 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), and 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. Sheets FA0.1, FA3.1, and FA3.2. The Bosch D8132 Battery Charger Module is not California State Fire Marshal (CSFM) listed. DSA guidelines require a current CSFM listing for all fire alarm system components. The component should be deleted from the equipment schedule, riser diagram, and battery calculations. The design should be modified as necessary.
2. Sheet FA1.1. On the Fire Alarm Site Plan, Sheet Note 1 references the new Bosch D9412GV2. OUSD Standards requires Bosch D9412GV4. The model number should be corrected.
3. Sheet FA2.1 and FA3.3. The fire alarm point address annotations are not appropriate for the Bosch equipment. The "M1" nomenclature is specific to a different equipment manufacturer (SimplexGrinnell). OUSD Standards require field devices to be labeled appropriately. The fire alarm floor plan and point address list should be revised.
4. Sheet FA4.1. Fire Alarm Details – The elevation reference point in the manual pull station installation detail is not correct. The CFC requires the elevation to be measured from the floor to the activating handle of the box. The installation detail should be revised.

5. Sheet E4.1. Low Voltage Floor Plan – The submittal provides only the locations for intrusion alarm devices. OUSD Standards require a detailed intrusion alarm construction drawing. The plan should be revised as required.
6. Sheet E7.2. Security System Riser Diagram – The directions to the Contractor indicated in Security Riser Note 10 related to the preparation of shop drawings should be provided by the Consultant, not the Contractor. The plan should be revised in accordance with OUSD Standards.
7. Sheets E4.1 and E7.2. The security system device address annotations are not appropriate for the Bosch equipment and are not in accordance with OUSD Standards. The "M2" nomenclature is specific to a different equipment manufacturer (SimplexGrinnell). Valid intrusion alarm points are 129 through 247. The point addresses should be revised.

Sincerely,

Aon Fire Protection Engineering Corporation



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

cc: Mary Ledezma, OUSD mary.ledezma@ousd.k12.ca.us

DMS:MED/ds-rs

\\Aonus1\Schirmer-Corpdata\SNFRA\PROJECTS\Job1612\Oakland Unified School District (General Consulting) - 1612035\Aon Documents\Laurel Elementary\Ltids_2012.11 27_Laurel CDC Submittal Review.Docx

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: Laurel CDC Replacement ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: 6

OWNER: Oakland Unified School District DATE OF ISSUANCE: February 6, 2013

TO: Loving & Campos Architects Inc. ARCHITECT'S PROJECT NO: 03005
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626
(925) 944-1666 fax

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

Individual: Mr. Tadashi Nakadegawa/ Mary Ledezma


Subject: Bidding and Construction Administration

We are hereby requesting additional service fees. The design team has been requested by OUSD to perform the following additional services as part of value engineering:

1. Bidding
2. Additional Construction Administration
3. Reimbursables

Description		A&E Fee
Bidding	=	\$14,400.00
Construction Administration	=	\$8,236.80
Reimbursables	=	\$2,500.00
TOTAL ADDITIONAL SERVICE REQUEST		\$25,136.80

Thank you,


David Borgstad, President
LCA Architects Inc.

Date

2/22/13

OUSD

Date

Authorization of Additional Services indicated.

Attachments:

• None

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: Laurel CDC Replacement ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: 7r1

OWNER: Oakland Unified School District DATE OF ISSUANCE: August 14, 2013

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

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

Individual: Mr. Tadashi Nakadegawa/ Mary Ledezma

Subject: Restart Due to Delay on This Project

We are hereby requesting additional service fees. The design team has been requested by OUSD to perform the following additional services as part of value engineering:

1. Restart project and prepare drawings for Bidding per District Comments
2. Upgrade Security System
3. Prepare Addendum to DSA

Description	A&E Fee
Restart Project	= \$5,400.00
Architectural – DSA Processing	= \$8,600.00
Civil DSA Resubmittal	= \$7,350.00
Landscape	= \$6,174.00
Mechanical	= \$2,940.00
Electrical	= \$2,100.00
Structural	= \$1,050.00
TOTAL ADDITIONAL SERVICE REQUEST	\$33,614.00

Thank you,

David Fogstad, President
LCA Architects Inc.

Date

Attachments:

- Civil Proposal
- Landscape Proposal
- Mechanical Proposal
- Electrical Proposal

OUSD Contingency \$4515.00
\$38,129.00

OUSD

Date

Authorization of Additional Services Indicated.



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

July 31, 2013
Project No. 210045.999

Ms. Carolyn Challice
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596
Tel: 925/ 944-1624 Fax: 925/ 944-1668

RE: LAUREL CHILDREN'S CENTER REPLACEMENT
ADDITIONAL SERVICE REQUEST

Dear Carolyn,

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

Note: All past due invoices must be paid in full prior to any work for services below.

The following scope of work is included in this amendment:

AS-BUILT TOPOGRAPHIC SURVEY	\$3,800
+	Provide As-built Topographic Survey of the playground area (update Sheet G-2.0).
START UP	\$2,000
+	Start up due to delay on this project.
DSA APPROVAL PLANS (DATED MAY 2, 2013)	\$7,000 \$7,500
+	Meeting with District representative regarding AT&T proposed easement. Plat and Legal Description is not included.
+	Revised Sheet C-4.0 Grading and Drainage Plan.
+	Revised Sheet C-5.0 Utility Plan.
+	Revised Sheet C-6.0 and C-6.1 Detail Sheets.
+	Attend one (1) meeting as needed to discuss and coordinate Civil issues with the Owner and Team.
CONSTRUCTION ADMINISTRATION PHASE	\$4,000
+	Attend three (3) periodic site review visits for each phase during construction of the civil related site work.
+	Assist the Owner/Client in Civil related Requests for Information and Contractor submittals during construction.
TERMS AND CONDITIONS	
+	Any work not specifically mentioned above, will be excluded from this proposal. We can provide proposals for additional services if requested.
+	This ASR is issued in response to District review comments (dated July 22, 2013) only.



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

July 31, 2013
Ms. Carolyn Challice
LCA Architects
Project No. 210045.999
Page 2

♦ Other terms and conditions of our existing contract remain unchanged.

Our services will be provided for the amounts listed above.

Pursuant to state law, no work can proceed on this project without written acceptance. If this proposal meets with your approval, please forward your Work Authorization to our office as your authorization to proceed.

Very truly yours

SANDIS

Bruce Chu
Associate Principal
BC/beh



LANDSCAPE ARCHITECTURE LAND PLANNING URBAN DESIGN

David Bogstad
Loving and Campos Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Re: Laurel Children's Center Additional Work Authorization X

July 29, 2013

Dear David,

Attached you will find our Additional Work Authorization (AWA) #4 for work to be performed at the request of OUSD, 7-22-2013. Scope of work to include revisions to fences, curbs, raised vegetable planter, and Irrigation Controller as per redline comments received from OUSD for Laurel Children's Center in Oakland, California. Only one submittal to include revisions will be provided under this AWA. It is our understanding that DSA has already approved the design set and no further revisions per DSA will be received.

As recap regarding our contract:

Original Contract amount (2/2010)	\$16,560
<u>AWA 03A 10-25-2012</u>	<u>\$ 5,880</u>
Total Contract Amount	\$22,440

<u>Billed</u>	<u>\$15,811</u>
Contract amt. to be billed pending BA,CA And Closeout	\$ 6,629
Additional Services request Per 07-24-2013 (AWA #4 - Attached)	<u>\$ 6,040</u>

NEW FINAL CONTRACT AMT. **\$28,480**

Please let us know if you have any questions. We continue to look forward to working with you.
Sincerely,

J. Suen

Jennie Suen
Associate Landscape Architect

ADDITIONAL WORK AUTHORIZATION #4

Project Number: P4080
Date: July 29, 2013
Project Title: Laurel Children's Development Center
To: David Bogstad
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596

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

Extra Worked David Bogstad
requested by:
Date: July 24th, 2013

SCOPE OF WORK:

- 1) Construction Documents Final Submittal – OUSD revisions 7.22.2013
- 2) Bidding Assistance
- 3) Construction Administration
- 4) Project Closeout

SCOPE OF WORK OUTLINE:

A) CONSTRUCTION DOCUMENTS

District directed changes to Laurel Children's Development Center, per spreadsheet dated 7-22-2013 and additional comments provided by District-- Includes:

1. Relocation of raised planter
2. Change to raised planter type, including details for specification and installation
3. Revisions to fence heights and locations
4. Addition of new fence for site line supervision near CDC building.
5. Detail revision to fencing due to item 3.
6. Addition of curb cuts and driveway ramps at PG&E transformer
7. Change to type of Irrigation Controller and location.
8. Revisions to planting and irrigation due to above changes.
9. Coordination between District, Architect, and Civil regarding fences, curbs, swale design and turf field.

Coordination work to include:

- * 2 (two) conference calls with District/Architect for coordination and to resolve issues related to fence changes, curb work, etc.

- a. CD : Changes to 100% DSA Approved set. Submittal to include revisions to Landscape Layout Plan, Planting Plan, Irrigation Plan, Detail, and specifications. Also to include coordination with play structure manufacturer and District, if play structure to be incorporated into Scope of work.

Construction Documents Final Submittal: \$4,680

B) BID ASSISTANCE

Assist in preparation of addenda and document clarifications and attendance at pre-construction meeting, in addition to original contract of 2010.

Bid Assistance: \$100

C) CONSTRUCTION ADMINISTRATION

1. Preparation of punch lists, review of submittals, and preparation and review of change orders. Preparation of clarifications drawings, coordination with Contractor and Design Team, in addition to original contract of 2010.
2. Attendance at Final Punch. Additional construction observation requested by the Client shall be billed as additional services.

Construction Administration: \$990

B) PROJECT CLOSEOUT

Assist to assemble warranty/manufacture information and prepare as-builts using information provided by Contractor, in addition to original contract.

Project Closeout: \$270

TOTAL AWA 4: \$6,040

Additional submittals dealing with design changes to Laurel CDC outside those described above are not a part of this Scope of Work.

FEES FOR WORK:

- ☒ Fixed Fee \$6,040.00 ☐ Reimbursables included in fee
☐ Hourly not to exceed \$ _____ ☒ Reimbursables are not included in fee
☐ Hourly, no set maximum. ("T & M")



LANDSCAPE ARCHITECTURE

LAND PLANNING

URBAN DESIGN

☐ We are proceeding with this work based on your verbal authorization

☒ We are awaiting your written authorization prior to proceeding with this work

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

ISSUED:

AUTHORIZATION CONFIRMED:

BY: *Linda Gates*..... DATE: 07-29-13 BY: DATE:

LINDA GATES, OWNER
LICENSE #1550

DAVID BOGSTAD
PRESIDENT
LCA ARCHITECTS

JS

David Bogstad

From: Michael Minge <MMinge@capital-engineering.com>
Sent: Monday, July 29, 2013 4:01 PM
To: David Bogstad
Cc: Aaron Wintersmith
Subject: RE: Laurel CDC- Mechanical
Attachments: M30_brochure_2_2012.pdf

Hi David, it appears like our scope would be to change the data room split system to a roof mounted ac-unit. The attached PDF is the unit the District is suggesting...I didn't think you, the Architect wanted anything on the roof over the data room.

Additional scope includes relocating sink, adding new floor sink and stub H&CW plumbing.

Our addied scope would be approx. \$2,800.

Regards, Mike

Michael C. Minge | LEED™ AP | Principal
Office: 916.851.3500 | Direct: 916.851.3528 | capital-engineering.com

From: David Bogstad [<mailto:DBogstad@lca-architects.com>]
Sent: Wednesday, July 24, 2013 11:50 AM
To: Michael Minge
Subject: Laurel CDC- Mechanical

Michael

We are starting up again with Laurel CDC pending additional service approvals. See attached list (& marked up drawings on the FTP site) from District CM regarding conflicts along with district proposed changes. Please provide me your additional service request through closeout by next Monday.

LCA FTP site

website: <http://lca-sps.loving-campos.com/sites/lca/09005/default.aspx>

shared/generic log in: loving-campos\ousdlaurel
password: LCA09005!

Thanks,
David Bogstad
Architect & President
dbogstad@lca-architects.com



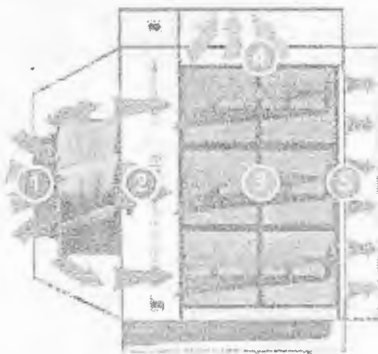
M30 AIR CONDITIONER

COMPACT AND EFFICIENT

Meet the smallest of our cooling giants. Its modular design makes it super versatile—and stackable side-by-side to increase your cooling power when needed. This modest powerhouse can help reduce your energy bill (and carbon footprint) for a quick return on your investment.



HOW DOES IT WORK?



- ① **FRESH AIR** Outside air is drawn into the air conditioner by a fan
- ② **FILTERED** The air is then cleaned by an array of air filters
- ③ **HEAT AND MASS EXCHANGE (HMX)** The air enters an array of HMXs that use a new patented technology.
- ④ **WORKING AIR AND WATER** About half of the air that enters the HMX is saturated with water and returns to the atmosphere, carrying heat energy removed from the conditioned air
- ⑤ **CONDITIONED AIR** The other half of the air that enters the HMX is cooled without adding humidity

COOLERADO IS GREEN³

Green for your pocketbook

\$ Coolerado Air Conditioners use up to 90% less energy than conventional systems, saving you a lot of green on your energy bill.

Green for the planet

🌱 Coolerado Air Conditioners are an environmentally responsible choice, because 90% less energy means 90% less carbon emissions.

Green for you

👤 Coolerado Air Conditioners provide 100% fresh, filtered air, dramatically improving indoor air quality while removing dust, pollen and allergens.

DOE U.S. Department of Energy verified Cool-
erado's energy efficiency ratio (EER) of 16.

CEC California Energy Commission listed Coolerado as an energy efficient appliance.

PG&E Pacific Gas & Electric Company has included the Coolerado in its rebate program.

SMUD Sacramento Municipal Utility District customer advanced technologies program participant since 2004.

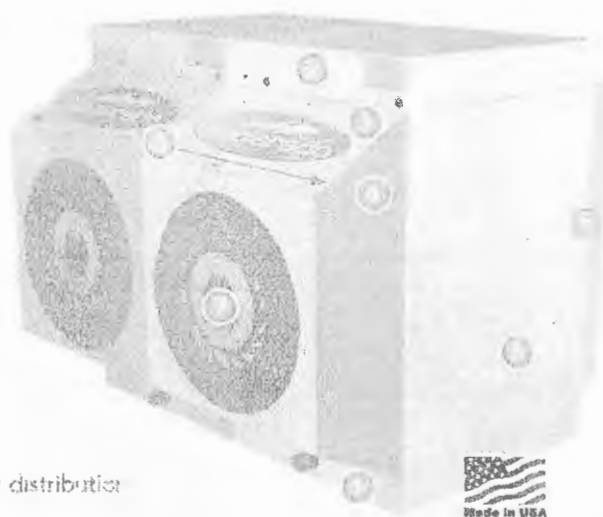
Refreshingly Efficient

coolerado.com | 1.855.354.COOL

M30 FEATURES AND SPECIFICATIONS

EER 40+ (Energy Efficiency Ratio), COP 24+ (Coefficient of Performance). Cooling capacity and efficiency increases as temperature increases. No chemical refrigerants. Low maintenance. Low water use. No moisture added to conditioned air. New, patented thermodynamic cycle. Limited Warranty.

- ➊ ABS plastic air pan, frame and internal components that directly contact water. Powder coated electrogalvanized steel housing.
- ➋ Front access integrated electrical panel and control system.
- ➌ Tapered intake plenum increases fan efficiency and evens air distribution.
- ➍ Uses standard size 1" (25.4 mm), or 2" (50.8 mm) thick filters.
- ➎ Discharge plenum provided for easy ducting by cutting any size or shape hole into the plenum face.
- ➏ Side panel can be used for ducting exhaust or optional louver.
- ➐ High efficient variable speed, electronically commutated motorized (ECM) fan.
- ➑ Zero side clearance - modular, multiple unit configurations.

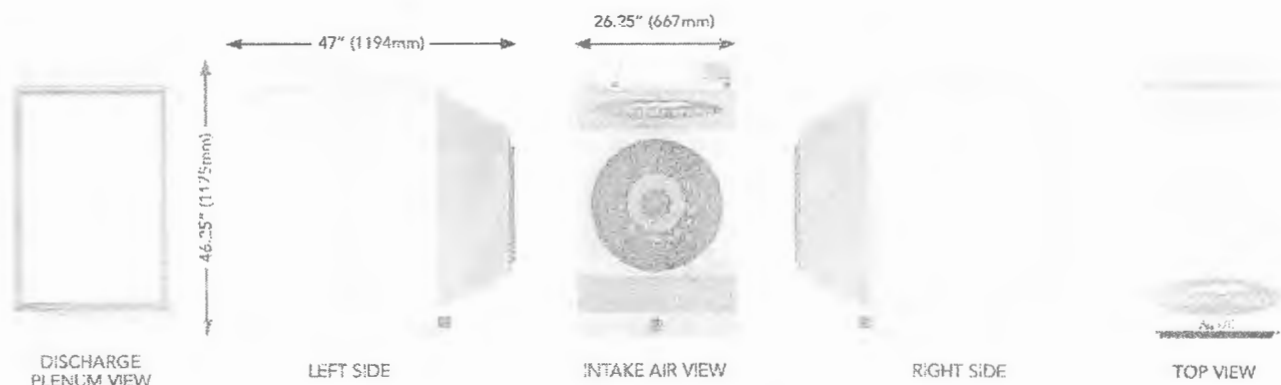


CONDITIONED AIR

Conditioned air flow at 900 CFM (1,530 m³/h) [420 L/s] without ducting losses. Intake airflow at 1,650 CFM (2,800 m³/h) [790 L/s], and working airflow at 750 CFM (1,270 m³/h) [370 L/s]. Conditioned air is cooled to approximately 95 to 120% of intake air's wet bulb temperature without changing moisture content.

OPTIONS

- ➊ Thermostat auto-variable motor speed control
- ➋ Manual-variable motor speed control
- ➌ Exhaust louver



David Bogstad

From: Sammy Fernandez <sfernand@amceinc.com>
Sent: Monday, July 29, 2013 11:05 AM
To: David Bogstad
Subject: RE: Laurel CDC- electrical

David,

Looks like we need another \$2,000 for the security system update and review. Their district standards have changed based on Calvin Salmon Project.

Regarding the pending arid services, we completed the work with your direction; however, we haven't seen any payment associated with the design change.

Sammy Fernandez, P.E.
Principal
American Consulting Engineers Electrical, Inc.
1590 The Alameda, Suite #200
San Jose, CA 95126
wk (408) 236-2312, ext #231
fx (408) 236-2316

From: David Bogstad [<mailto:DBogstad@lca-architects.com>]
Sent: Wednesday, July 24, 2013 11:50 AM
To: Sammy Fernandez
Subject: Laurel CDC- electrical

Sammy

We are starting up again with Laurel CDC pending additional service approvals. See attached list (& marked up drawings on the FTP site) from District CM regarding conflicts along with district proposed changes. Please provide me your additional service request through closeout by next Monday.

Please note the district has again changed the intrusion specs (list on FTP site) which you will have to redo again. Also please note the district agrees that they owe you for last time but just have not processed that additional service agreement.

LCA FTP site
website: <http://lca-sps.loving-campos.com/sites/lca/09005/default.aspx>

shared/generic log in: loving-campos\ousd\laurel
password: LCA09005!

Thanks,
David Bogstad
Architect & President
dbogstad@lca-architects.com

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2013

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
		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 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	\$
		<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 STATUTORY 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	
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General Liability Excludes Claims Arising Out of the Performance of Professional Services.

Ref: Oakland Unified School District, Laurel Child Development Center #07027, Works Authorization on Amendment No. 3.

Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

[illegible]

WFO R N R O R M A N R K R R X M K N Y O F A N X K M O X P R K X N K N R N R X W S A R E T O O R X X
R E M E B E R N O W T E S X

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

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.

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: 57UECHS9127

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: WZP81006480

Effective Date: 01/01/13

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: Timothy E. White
Division of Facilities Planning & Mgmt
955 High Street

Ref: Oakland Unified School District, Laurel Child Development Center #07027, Works
Authorization on Amendment No. 3 Oakland Unified School District, its Directors, Officers,
Employees, Agents and Representatives

Countersigned by



Authorized Representative



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Learning Students

Agreement for Professional Services **EK**

AMENDMENT NO. 2 TO A/E CONTRACT

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

1. Services:	<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 re-design services incorporating several cost saving revisions, coordinate Division of State Architect plan review and prepare documents to re-bid the Laurel CDC Replacement project. Significant scope revisions include reduction in the total number of classrooms from five to four, simplification of the trash enclosure design, deletion of conduits slated for future use and several miscellaneous revisions.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>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>\$58,950.00</u> to original contract amount <input type="checkbox"/> Decrease of \$_____ to original contract amount </p> <p>and the new contract total is <u>Four hundred six thousand, five hundred seventeen dollars and no cents (\$406,517.00)</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	6-27-2012	The scope include preparation of a separate set of construction bid documents (Phase #1) for the new Play Structure for Laurel Elementary School to set site ready for New Laurel Child Development Center in Phase No. 2. Scope also includes bid and construction administration services.	\$14,567.00

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

JUN 27 2012
133

JUN 27 2012

PLANNING
DEPARTMENT

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Jody London
Jody London, President, Board of Education
Date 10/10/12

David Bogstad
Contractor Signature
Date 8-30-12

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

DAVID BOGSTAD, PRESIDENT
Print Name, Title

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

File ID Number: 12-2475
Introduction Date: 10/10/12
Enactment Number: 12-2551
Enactment Date: 10/10/12
By: CS

EXHIBIT "A" Scope of Work**Contractor Name:****Billing Rate:** Fifty-eight thousand, nine hundred fifty dollars and no cents (\$58,950.00)**D****1. Description of Services to be Provided**

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

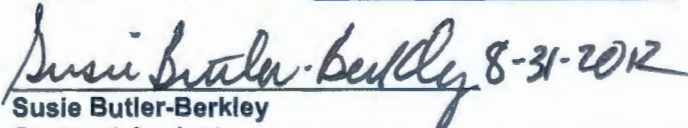
2. Specific Outcomes:

Provide an updated CDC for the students and staff.

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

<input checked="" type="checkbox"/> X Ensure a high quality instructional core	<input type="checkbox"/> 0 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 type="checkbox"/> S Create equitable opportunities for learning	<input type="checkbox"/> 0 Accountable for quality
<input type="checkbox"/> 0 High quality and effective instruction	<input type="checkbox"/> 0 Full service community district

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


Susie Butler-Berkley
Contract Analyst

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

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

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

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

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

Individual: **Mr. Tadashi Nakadegawa / Mary Ledezma**

Subject: **Scope reductions**

Here is the background for our add services request:

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

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

Thank you,


Carl Campos, CEO
LCA Architects Inc.

Date

OUSD

Date

Authorization of Additional Services Indicated.

Attachments:

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

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

Laurel CDC - OUSD Approved Scope Reductions

FINAL List issued to LCA on 7/18/2012

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



AMENDMENT TO ARCHITECT AND ENGINEER CONTRACT ROUTING FORM

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

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

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

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

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	8209901832	6235	\$58,950.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-879-8389
			Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	9-4-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	9.7.12
	Associate Superintendent, Facilities Planning and Management			
3.	Signature		Date Approved	
	President, Board of Education			
4.	Signature		Date Approved	

Board Office Use: Legislative File Info.		
File ID Number	12-1799	
Committee	Facilities	
Introduction Date	6-27-2012	
Enactment Number	12-1841	
Enactment Date	6/27/12	

Memo

To Board of Education
From Tony Smith, Ed.D., Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date June 27, 2012
Subject Amendment No. 1, Independent Consultant Agreement - Loving & Campos
 (LCA) Architects- Laurel CDC Building Replacement Project

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

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

Local Business Participation Percentage 30.00%

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

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

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

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

Recommendation

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

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

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

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
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: The scope include preparation of a separate set of construction bid documents (Phase #1) for the new Play Structure for Laurel Elementary School to set site ready for New Laurel Child Development Center in Phase No. 2. Scope also includes bid and construction administration services.		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional <u>Two years</u> , and the amended expiration date is <u>December 31, 2013</u> .		
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		
x Increase of \$ <u>14,567.00</u> to original contract amount		
<input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the new contract total is <u>Three hundred forty-seven thousand, five hundred sixty-seven dollars and no cents (\$347,567.00)</u>		

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

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Jody London, 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: 12-1799

Introduction Date: 6/27/12

Enactment Number: 12-1841

Enactment Date: 6/27/12

By: [Signature]

EXHIBIT "A" Scope of Work**Contractor Name:** Loving and Campos Architects (LCA)**Billing Rate:** Fourteen thousand, five hundred sixty-seven dollars and no cents (\$14,567.00)**Description of Services to be Provided****1. Description of Services to be Provided**

Additional architectural design services

2. Specific Outcomes:

New play structure area for the Laurel Child Development Center

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

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

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT Laurel CDC Replacement ARCHITECT'S ADDITIONAL SERVICES
AUTHORIZATION NO: 2r2

OWNER: Oakland Unified School District DATE OF ISSUANCE: May 15, 2012

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

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

Individual: Mr. Tadashi Nakadegawa / Mrs. Mary Ledezma


Subject: Play Structure

Here is the background for our add services request:

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

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

Thank you,


David Bogstad, President
LCA Architects Inc.

5/15/12
Date

OUSD Date
Authorization of Additional Services indicated.

GATES

ASSOCIATES

4621 CROW CANYON ROAD

SAN RATION, CALIFORNIA 94583

T 925.736.8176

F 925.838.6901

www.gates.com

WORK AUTHORIZATION #02

Date: April 11, 2012

Project Title: Laurel Children's Center -- New Play Area Project Number: P 4080

To: LCA Architects Attention: David Bogstead
245 Ygnacio Valley Road
Walnut Creek, Ca 94596

SCOPE OF WORK:

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

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

Submittal #1: \$1,200

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

Submittal #2: \$2,000

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

Submittal #3: \$1,950

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

Bid review: \$500

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

Construction Administration: \$1800

Total: \$6,650

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

LCA PROPOSED

15 12

M. L. LEBLANC

- Laurel Children's Play Area

ENGINEER
J.P. 100-1
100-100

Revised May 7, 2012
April 11 2012
Project No. 210045 90

Shawn Hunter
Project Designer
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Tel: 925/ 944-1624 Fax: 925/ 944-1666

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

Dear Shawn,

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

The following scope of work is included in this amendment:

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

Our additional services will be provided for the sum of ~~\$5,000~~ (Six Thousand Eight Hundred Dollars) and will be performed under the provisions of our current contract.

A
PROPOSAL
ATD 5-15-12
FL 100-100

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

Very truly yours

SANDIS

Bruce Chu
Associate Principal

Approved

LCA ARCHITECTS

By: _____

Title: _____

Date: _____

SGY/bch

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name Laurel CDC Building Replacement Site Laurel CDC

Basic Directions

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

Attachment ☐ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
Checklist ☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

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

Term

Date Work Will Begin	12-17-2009	Date Work Will End By (not more than 5 years from start date)	12-31-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$347,567.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 14,567.00
Other Expenses		Requisition Number	

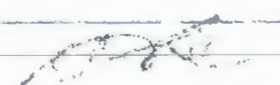
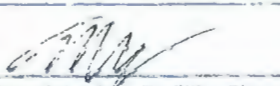
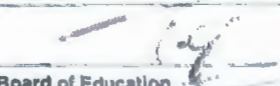
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	8209901831	6215	\$14,567.00

Approval and Routing (in order of approval steps)

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

	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager					
	Signature 	Date Approved	6-13-12			
2.	General Counsel, Department of Facilities Planning and Management					
	Signature 	Date Approved	6-14-12			
3.	Associate Superintendent, Facilities Planning and Management					
	Signature 	Date Approved				
4.	President, Board of Education					
	Signature	Date Approved				

putting foster a sense of school pride and ownership which may improve attitudes towards learning. The implementation of the District's Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to provide architectural services for the Laurel CDC Replacement project (Building design) to include a complete renovation of the existing new CDC building. Building will be a approximately 6,000 square feet and will include classroom spaces, restrooms, custodial space, and office administration space. Scope will include site improvements necessary to support the new building. Project is to be designed to achieve LEEDS certification and this contract includes \$15,000.00 for CHPS processing and documentation. Scope also includes 2nd party estimates during the design phase. Project also includes interim housing portables during the construction of the new building. Contract includes \$30,000.00 for bondable expenses.

LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business 0%, Small Business 0%, Total 0%

FISCAL IMPACT

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

RECOMMENDATION

Approved by the Board of Education of a Professional Services Agreement between District and Loving and Campos, Architect, Inc. (LCA) for Design Services at Laurel CDC Replacement Project in an amount not to exceed \$33,000.00. The term of this Agreement shall commence on December 17, 2009 and shall conclude upon completion of the desired services described herein, but no later than December 31, 2011.

Key code: 820,000,0370

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

LOVING AND CAMPOS ARCHITECTS, INC. (L/C A)

FOR

Architectural and Engineering Services

Laurel CDC Replacement Project

Project No. 07027

OAKLAND UNIFIED SCHOOL DISTRICT

October 30, 2009

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made this 1st day of December, District of Columbia, by and between the undersigned parties, the undersigned Consultant, and the undersigned Client, as follows:

RECITALS

WHEREAS, the undersigned Client has determined that it needs the undersigned Consultant to perform the professional services set forth in the Statement of Work, attached hereto and hereby incorporated by reference, and the undersigned Consultant has agreed to perform such services;

WHEREAS, the undersigned Client has agreed to pay the undersigned Consultant the compensation set forth in the Statement of Work, attached hereto and hereby incorporated by reference, and the undersigned Consultant has agreed to perform such services;

Now, THE PARTIES to this Contract and Consultant agree as follows:

1. Definitions

- 1.1. Where any word or phrase defined below or a phrase or set of phrases herein is used in any part of this Agreement, it shall have the meaning ascribed to it:

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

a. Exhibit A, including Appendix A, Scope of the Work, Scope of Services, Additional Services;
b. Exhibit B, Compensation, Payment Period, and Expenses;
c. Exhibit C, Project Schedule, the part B, out of terms and Confidentiality;
d. Exhibit D, Confidentiality, Balance of the Work, and the Work.

- 1.1.2. **Work.** The entire work set forth in the Statement of Work, together with the instructions, consulting, and other services, and the Agreement, together with the program to be used, and modified, in this Agreement.

1.1.3. The Agreement

- 1.1.4. The entire work set forth in the Statement of Work, together with the instructions, consulting, and other services, and the Agreement, together with the program to be used, and modified, in this Agreement.

2. Scope of Consultant's Services

- 2.1. Consultant must adhere to the Work as described in Appendix A, attached hereto and incorporated by reference, as though it is set forth herein. Unless specifically accepted, the Consultant shall complete all services required by the Agreement as set forth in Appendix A and all work of each activity within the time specified.

- 2.2. The Consultant shall keep the Director informed of the progress of performance by the Work. The Consultant must keep the Director informed of the progress of the Work under the Agreement, and the Director shall be required to apply such additional resources as may be necessary to complete the Work under the Agreement, but not be required to.

4. Compensation

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

5. Taxes

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

6. Qualified Personnel

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

7. Standard of Care

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

8. Indemnification and General Liability

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

1. *Explain the importance of the following factors in the development of a country's economy:*

—

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

11.1.1 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for self-insurance.

11.1.2 Consultant General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy L. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 Hahn Street
Oakland, California 94601

11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

12 Suspension of Work

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

13 Termination of Agreement for Cause

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

13.2 In the event of termination by District for cause

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

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

14. Termination or Agreement for Convenience

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

15. Proprietary or Confidential Information of District

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

16. Notices to the Parties

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

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

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

17. Ownership of Results/Works for Hire

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

18. Audit and Inspection of Records

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

19. Subcontracting & Segment Interest

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

20. Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 19410.

21. Disputes

- 21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.
- 21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

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

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

Figure 1. The effect of the concentration of the Ca^{2+} solution on the Ca^{2+} concentration in the Ca^{2+} solution. The Ca^{2+} concentration in the Ca^{2+} solution was 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.0, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.0, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.0, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.0, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.0, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.0, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.0, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.0, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.0, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.0, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.0, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.0, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.0, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.0, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.0, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.0, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.0, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.0, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.0, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.0, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.0, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.0, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.0, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.0, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.0, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.0, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.0, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.0, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.0, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.0, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.0, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.0, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.0, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.0, 68.1, 68.2, 68.3, 68.4

AMENDMENT TO ARCHITECT AND ENGINEER CONTRACT ROUTING FORM

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

Contractor Information							
Contractor Name	Loving & Campos Architects (LCA)	Agency's Contact	David Bogstad				
OUSD Vendor ID #	I010791	Title	Project Manager				
Street Address	245 Ygnacio Valley Road	City	Walnut Creek	State	CA	Zip	94596
Telephone	925-944-1626	Policy Expires	6-30-2014				
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 #	07027						

Term			
Date Work Will Begin	12-17-2009	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	\$471,433.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 64,916.00
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 <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	8209003832	6215	\$64,916.00

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.						
1.	Division Head	Charles Love	Phone	510-535-7038	Fax	510-879-3673
	Director, Facilities Planning and Management					
2.	Signature			Date Approved		
	General Counsel, Department of Facilities Planning and Management					
3.	Signature			Date Approved	8-26-12	
	Associate Superintendent, Facilities Planning and Management					
4.	Signature			Date Approved	8/28/13	
	Deputy Superintendent					
5.	Signature			Date Approved		
	President, Board of Education					