

| Board Office Use: Legislative File Info. | |
|--|------------|
| File ID Number | 11-2765 |
| Committee | Facilities |
| Introduction Date | 10-18-2011 |
| Enactment Number | 11-2341 |
| Enactment Date | 10-26-11 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date October 26, 2011

Subject Amendment No. 4, Professional Services Facilities Contract - Loving & Campos Architects (LCA)- Lowell Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 4, Professional Services Facilities Contract with Loving & Campos Architect (LCA) for Architectural Services on behalf of the District at Lowell Middle School Modernization, in an amount not-to exceed \$14,875.00 increasing previous contract amount from \$1,185,833.00 to a not to exceed amount of \$1,200,708.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background This project has added painting of the interior and exterior of buildings.

Local Business Participation Percentage 20.00%

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

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



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

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

Recommendation

Approval by the Board of Education of Amendment No. 4, Professional Services Facilities Contract with Loving & Campos Architect (LCA) for Architectural Services on behalf of the District at Lowell Middle School Modernization, in an amount not-to exceed \$14,875.00 increasing previous contract amount from \$1,185,833.00 to a not to exceed amount of \$1,200,708.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2049901811-6215



AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Loving & Campos Architects (LCA)**, (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on **September 10, 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: <u>The scope of the project is to provide additional services to paint the exterior and interior of buildings.</u> | | |
| 2. Terms (duration): | <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>. | <input type="checkbox"/> The term of the contract has <u>changed</u> . |
| If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____. | | |
| 3. Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u>. |
| If the compensation is changed: The contract price is amended by | | |
| <input checked="" type="checkbox"/> Increase of \$14,875.00 to original contract amount | | |
| <input type="checkbox"/> Decrease of \$_____ to original contract amount | | |
| and the new contract total is <u>One million, two hundred thousand, seven hundred eight dollars and no cents (\$1,200,708.00)</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:

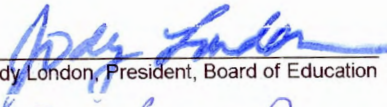
There are no previous amendments to this Agreement. **This contract has previously been amended as follows:**

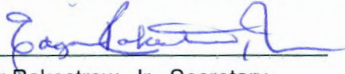
| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|-----------|--|-------------------------------|
| 1 | 1-13-2009 | The scope of the project is to provide a topography and utility survey for the site, due to an unforeseen condition, whereas the most recent topography report was in 1962 and needs to be updated. | \$12,580.00 |
| 2 | 8-11-2010 | The scope of the project is an increase in Construction Cost and design. Construction time may extend existing contract to December, 2012. Interim housing design and additional topographic survey needed for new designed entrance canopy. | \$247,870.00 |
| 3 | 6-22-2011 | The scope of the project is to provide additional modifications to drawings and specifications including calculations and Division of State Architect (DSA) approval for changing non-load bearing wood stud walls and soffits to metal studs. | \$83,133.00 |

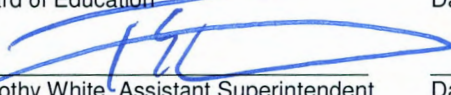
1095
 601
 ET
 0 P 3 21
 PLANNING
 DEPARTMENT

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

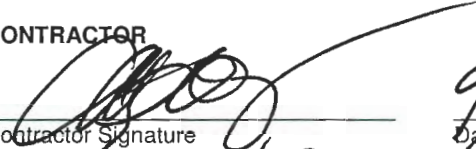
OAKLAND UNIFIED SCHOOL DISTRICT


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


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


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

CONTRACTOR


 Contractor Signature 9/28/11
 Date

Carl Campos, CEO
 Print Name, Title

File ID Number: 11-2765
 Introduction Date: 10-18-11
 Enactment Number: 11-2341
 Enactment Date: 10-26-11
 By: 82

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Loving & Campos Architects (LCA)

Billing Rate: Fourteen thousand, eight hundred seventy-five dollars and no cents (\$14,875.00)

Description of Services to be Provided

- 1. Goals or Objectives**
Provide additional design
 - 2. Description of Services to be Provided**
The scope of the project is to provide additional services to paint the exterior and interior of buildings.
 - 3. Deliverables**
Additional designs
-

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/11


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

COVERAGES

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

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|-------|--|---------------|----------------------------------|-----------------------------------|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 57SBALQ8132 | 05/30/11 | 05/30/12 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| D | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 57UECHS9127 | 05/30/11 | 05/30/12 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000 | 57SBALQ8132 | 05/30/11 | 05/30/12 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WZP80990344 | 01/01/11 | 01/01/12 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | | OTHER Professional Liability | AED981851211 | 12/01/10 | 12/01/11 | \$2,000,000 per claim \$2,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services
 Ref: Lowell Middle School Modernization Amendment No. 2 / O.U.S.D. Project No. 06004.
 (See Attached Descriptions)

| | |
|--|--|
| CERTIFICATE HOLDER Oakland Unified School District Attn: Timothy E. White Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601 | CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PROVIDE BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FIRST CLASS REGISTERED MAIL AUTHORIZED REPRESENTATIVE  |
|--|--|

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WZP80990344

Issued to: LCA Architects, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

Job Description

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

Ref: Lowell Middle School Modernization
Amendment No.3 / O.U.S.D. Project No.
06004.: Oakland Unified School District,
its Directors, Officers, Employees,
Agents and Representatives.



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

Insurer: Hartford Underwriters Ins. Co.

Policy Number: 57UECHS9127

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

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

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

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

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

EXCERPTS FROM HA9916 (0302)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

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

Insurer: Hartford Casualty Insurance Co.
Insured: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Policy Number: 57SBALQ8132
Policy Period: May 30, 2011-May 30, 2012

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

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

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

E.5. Separation of Insureds

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

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

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

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

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

DESCRIPTIONS (Continued from Page 1)

Agents and Representatives are additional insureds as respects to General and Automobile Liability. Such insurance is Primary & Non-Contributory. A Waiver of Subrogation applies to Workers' Compensation. See attachments.

| | |
|---|------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 11-1403 |
| Committee | Facilities |
| Introduction Date | 6-14-2011 |
| Enactment Number | 11-1246 |
| Enactment Date | 6-22-11 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date June 22, 2011

Subject Amendment No. 3, Professional Services Facilities Contract - Loving & Campos Architects, Inc. (LCA) - Lowell Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 3, Professional Services Facilities Contract with Loving & Campos Architects, Inc. (LCA) for Architectural Services on behalf of the District at Lowell Middle School Modernization Project, in an amount not-to exceed \$83,133.00 increasing previous contract amount from \$1,102,700.00 to a not to exceed amount of \$1,185,833.00. All remaining portions of the agreement shall remain in full force and effect as originally stated of the agreement shall remain in full force and effect as originally stated.

Background Architectural services for Renovation of Lowell Middle School are required to ensure maximum impact of available construction funds to minimize future maintenance costs, reduce utility expenses, improve learning environment and support District Standards.

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

Approval by the Board of Education of Amendment No. 3, Professional Services Facilities Contract with Loving & Campos Architects, Inc. (LCA) for Architectural Services on behalf of the District at Lowell Middle School Modernization Project, in an amount not-to exceed \$83,133.00 increasing previous contract amount from \$1,102,700.00 to a not to exceed amount of \$1,185,833.00. All remaining portions of the agreement shall remain in full force and effect as originally stated of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2049901811-6215

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving & Campos (LCA) Architects, Inc. OUSD entered into an Agreement with CONTRACTOR for services on August 1, 2010, and the parties agree to amend that Agreement as follows:

| | | | |
|---|--------------------------|--|---|
| 1. | Services: | <input type="checkbox"/> The scope of work is <u>unchanged</u> . | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . |
| <p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional modifications to drawings and specifications including calculations and Division of State Architect (DSA) approval for changing non-load bearing wood stud walls and soffits to metal studs.</u></p> | | | |
| 2. | Terms (duration): | <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input type="checkbox"/> The term of the contract has <u>changed</u> . |
| <p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p> | | | |
| 3. | Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| <p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$83,133.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <u>One million, one hundred eighty-five thousand, eight hundred thirty-three dollars and no cents (\$1,185,833.00)</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 | 1-13-2010 | . Whereas the consultant is to provide a topography and utility survey for site, due to an unforeseen condition, whereas the most recent topography report was in 1962 and needs to be updated. | \$12,580.00 |
| 2 | 8-11-2010 | The scope of the project is an increase in Construction Cost and design. Construction time may extend existing contract to December, 2012. Interim housing design and additional topographic survey needed for new designed entrance canopy. | \$247,870.00 |

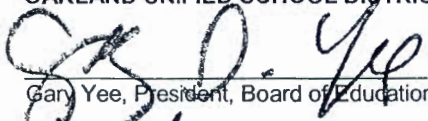
10976 W 11TH STREET
 OAKLAND, CA 94601

MAY 17 8:09 AM

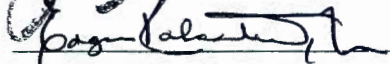
PLANNING & MANAGEMENT
 ENGINEERING DEPARTMENT

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.

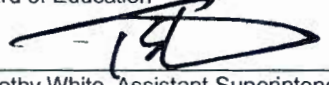
OAKLAND UNIFIED SCHOOL DISTRICT


Gary Yee, President, Board of Education

8/23/11
Date



Edgar Rakestraw, Jr., Secretary
Board of Education

8/23/11
Date


Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date

CONTRACTOR


Contractor Signature

5-13-11
Date

DAVID BOGSTAD, PRESIDENT
Print Name, Title

Legislative File

File ID Number: 11-1403
Introduction: 6-14-11
Enactment Number: 11-1246
Enactment Date: 6-22-11

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Loving & Campos (LCA) Architects, Inc.

Billing Rate: Eight three thousand, one hundred thirty-three dollars and no cents (\$83,133.00)

Description of Services to be Provided

- 1. Goals or Objectives**
Additional design services.
 - 2. Description of Services to be Provided**
The scope of the project is to provide additional modifications to drawings and specifications including calculations and Division of State Architect (DSA) approval for changing non-load bearing wood stud walls and soffits to metal studs.
 - 3. Deliverables**
Modifications to drawings and specifications.
-

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Lowell Middle School
Modernization** AUTHORIZATION NO: **5**

OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **April 19, 2011**

TO: **LCA Architects, Inc.,
245 Ygnacio Valley Rd.
Walnut Creek, CA 94596
(925) 944-1626 / (925) 944-1666 fax** ARCHITECT'S PROJECT NO: **09024**

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 / Ms. Kenya Chatman**

Subject: **Metal Stud Changes**

Here is the background for our add services request:

The design team has been requested to provide modifications to drawings and specifications, including calculations, and DSA approval for changing non-load bearing wood stud walls and soffits to metal studs.

For this added work, we request additional services as stated below.

| Description | A&E Fee |
|---|--------------------|
| Architect (25 hours @ \$175/hr) | = \$4,375.00 |
| Structural Engineer | = \$10,680.00 |
| TOTAL ADDITIONAL SERVICE REQUEST | \$15,055.00 |

Thank you,


Carl Campos, CEO
LCA Architects Inc. /Date/ **4/19/11**

OUSD Date
Authorization of Additional Services indicated.

Attachments:

- KPW Fee Proposal, dated 4/14/11

April 14, 2011

Carl Campos
LCA Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Project: Lowell MS Modernization
Lowell MS Health Clinic
Metal Studs for non-bearing elements in lieu of wood studs
Oakland, CA
KPW Proposal No. 11P202

Subject: Additional Service Fee

Dear Carl:

Per your request, we are providing this proposal for additional services.

Per our conference call with the District, Contractor, LCA and KPW, we understand that the District wishes to re-detail this project so that metal studs are used in lieu of wood studs at all non-bearing wall and soffit locations.

The structural scope will include the following:

1. Provide structural calculations for each of the changed conditions
2. Provide values for a non-structural metal stud schedule.
3. Provide additional structural drawing sheet with typical details, including schedules and connections of new metal stud framing to existing elements. Specific details and section cuts will still be provided on LCA's architectural drawings, with KPW's input.
4. Provide review and redlines of LCA's revised details and drawings to reflect metal studs.
5. Provide a metal stud specification.
6. Provide support and response for the DSA review and comments.

LCA will package the set and submit to DSA as an ASI or similar. We anticipate LCA will be modifying drawing plans and details throughout their set. KPW will provide a metal stud detail sheet for use and reference. This sheet will include schedules, typical connection details of headers, blocking and bridging.

We propose to provide the above noted services for the lump sum fee as follows and per the attached Standard Terms and Conditions and Hourly Rates Sheet.

| | |
|-----------------------------------|-----------|
| Lowell MS Modernization Project: | \$ 10,680 |
| Lowell MS Health Clinic Project: | \$ 1,300 |
| Total Structural Add Service Fee: | \$11,980 |

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

Carl Campos
April 14, 2011
Page 2 of 7



We hope you find this proposal acceptable. If the fees and terms provided herein are acceptable, this letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office.

Sincerely,

KPW Structural Engineers, Inc.

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

John Westphal, SE 4575

Principal

Attachment – Standard Terms & Conditions

Accepted,

LCA Architects

By: _____

Date: _____

LCA
ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Lowell Middle School
Modernization** AUTHORIZATION NO: **4**

OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **October 27, 2010**
Revised January 24, 2011

TO: **LCA Architects, Inc..** ARCHITECT'S PROJECT NO: **09024**
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 / Ms. Kenya Chatman**

Subject: **Design Changes**

Here is the background for our add services request:

The design team has been requested to provide design changes to buildings A, B, E, F and H after DSA approval.

For this added work, we request additional services as stated below.

| Description | A&E Fee |
|---|----------------------------|
| Architect (96 hours @ \$175/hr) | = \$16,800.00 |
| Civil Engineer | = \$4,200.00 |
| Structural Engineer | = \$8,700.00 |
| Mechanical Engineer | = \$25,980.00 |
| Electrical Engineer | = \$10,500.00 |
| <u>Landscape Architect</u> | = <u>\$1,498.00</u> |
| Cost Estimator | = \$400.00 |
| TOTAL ADDITIONAL SERVICE REQUEST | <u>\$68,078.00</u> |

Thank you,



Carl Campos, CEO
LCA Architects Inc.

Date

OUSD
Authorization of Additional Services indicated.

Date

Attachments:

- Lea & Braze Fee Proposal, dated 10/4/10
- KPW Fee Proposal, dated 9/27/10
- YEI Engineers Fee Proposal, dated 10/26/10
- ACEE Fee Proposal, dated 10/27/2010
- Keller-Mitchell Fee Email, dated 1/21/2011

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



LEA & BRAZE ENGINEERING, INC.
CIVIL ENGINEERS | LAND SURVEYORS

October 4, 2010
PCI-10-260
LCA Project #09024
L&B No 2090301

**Addendum No. 2 for Engineering Services
LCA Architects - OUSD Lowell Middle School – Oakland, CA**

LCA Architects, Inc.
245 Ignacio Valley Road
Walnut Creek, CA 94596-4025

Attn: Carolyne Challice, Associate Architect
ph: 925 944-1626 fax 925 944-16666 email: CChallice@lca-architects.com

Project Description: Lowell Middle School Modernization
Health Clinic interior floor level survey
991 14th Street, Oakland, CA

Scope of Services by Lea & Braze Engineering Inc:

This Addendum is supplemental to the original Agreement between Client and Consultant dated the 16th day of October 2009, and is made part hereof,

Addendum No. 1 Scope of Services

Fee

A2.1 Additional services for revised site entryways with one between Buildings A & B and one between Buildings B & D. Includes limit one (1) coordination meeting at LCA Oakland office. Reference emails from LCA Architect's Leighton Lee to Lea & Braze Engineering's sent Wednesday, September 22, 2010 3:38 PM, and Wednesday, September 29, 2010 2:55 PM

A2.1 \$4,200

Addendum No. 2 Total Fee \$4,200

If these terms are satisfactory please sign below and return this document to Lea & Braze Engineering, Inc.

For Lea and Braze Engineering, Inc.: Jerry Gonzales

Jerry Gonzales
Civil Projects Manager

Client Approval: _____
Date

Please print name and title: _____

Lea & Braze Engineering, Inc. • www.leabraze.com

Corporate Office:
2495 Industrial Parkway West
Hayward, CA 94545
Ph: (510) 887-4086 • Fax: (510) 887-3019

Sacramento Region:
3017 Douglas Blvd, Suite 300
Roseville, CA 95661
Ph: (916) 966-1338 • Fax: (916) 797-7363

September 27, 2010
October 4, 2010 (Revised)

Leighton Lee
LCA Architects, Inc.
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Project: Lowell MS Addendum #1
Oakland, CA
KPW Proposal No. 10P309

Subject: Fee proposal to provide structural engineering services

Dear Leighton:

We are pleased to provide you with this fee proposal for the subject project. This fee proposal is based on the emails of September 22 and 27, 2009.

The project includes the preparation of Addendum 1 for the Lowell MS Modernization project. The structural portion of the addendum, as outlined by you and for purposes of this proposal, is limited to the following:

Base Structural Engineering Scope:

- Design 2 separate entries with canopies about 10 to 12 ft. square and 1 or 2 benches. It is assumed that these canopies will have matching structural details.
- Establish WOMS office for reception, principal, and assistant principal.
- Preparation of structural drawings and calculations necessary for DSA submittal for the above scope items.

Add Alternate Structural Engineering Scope:

As an additive alternate scope, we understand that 3 posts may be removed from the new classroom area of Bldg A. These existing posts support a series of wood beams. We suggest that the posts may be removed by adding steel beams, perpendicular to the wood beams to remain, at several locations. This would require new posts in the exterior and corridor walls to support the new steel beams, and possible foundations.

We propose to provide the above noted services for the lump sum fee of

| | |
|--|---------|
| Base Structural Engineering Scope | \$6,500 |
| Add Alternate Structural Engineering Scope | \$2,200 |
| Total (for both scope components) | \$8,700 |

Reimbursables will be invoiced in addition to the lump sum fee at a rate of 1.0 times cost. Additional services will be provided on a time and expense basis per the attached Standard Terms and Conditions and Hourly Rates Sheet.

We will bill you on a monthly basis. These invoices will include charges for expended labor and reimbursable expenses.

We hope you find this proposal acceptable. If the fees and terms provided herein are acceptable, this letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We are very enthusiastic about the opportunity to work with you on this project and look forward to hearing from you soon.

Sincerely,

KPW Structural Engineers, Inc.



John Westphal, SE 4575

Principal

Attachment – Standard Terms & Conditions

Accepted,

LCA Architects

By: _____

Date: _____

STANDARD TERMS AND CONDITIONS

1.0 CHARGES

Payments to KPW Structural Engineers Inc. for professional services shall be the sum of employee charges and the reimbursement of other expenses where applicable. Those payments shall be in accordance with and subject to the following schedules and conditions:

1.1 BILLING RATES (for services charged on an hourly basis)

Employee services on an hourly basis will be charged per the Hourly Rates Schedule.

Principal and Associate billing rates for depositions and court time including time for preparation, attendance at meetings, travel and waiting shall be at the hourly rate of \$290.00 and \$260.00 respectively (4 hours minimum).

Retained consultants' costs will be reimbursed at agreed-upon billing rates increased by 15% to cover administrative expenses.

1.2 OTHER EXPENSES

Cost of internal and external CAD plotting, printing & reproduction costs, messenger services and overnight shipping, and other direct costs will be charged at cost unless otherwise noted in fee proposal.

1.3 ADDITIONAL SERVICES

Unless otherwise specified in the agreement, additional services will require written authorization. Unless such authorization specifies otherwise, the authorized additional service will be performed on a labor-and-expenses basis as per the Hourly Rates Schedule.

2.0 INVOICING AND PAYMENT

2.1 FOR DESIGN PROFESSIONALS:

KPW Structural Engineers Inc. issues invoices for services rendered as provided above at the end of each month. Design Professionals shall either approve these invoices or notify KPW Structural Engineers Inc. of any invoices not approved. Subject to resolution of disputed invoices, the Design Professional shall promptly invoice its Client in accordance with the terms of this Standard Terms and Conditions and shall make reasonable and diligent efforts to collect payment.

Design Professional shall pay KPW Structural Engineers Inc. within seven (7) calendar days after receiving payment from its Client. Regardless of whether or not the Client pays the Design Professional in full, the Design Professional shall pay KPW Structural Engineers Inc. for all undisputed invoices within a reasonable period of time after the completion of KPW Structural Engineers Inc.'s services under this Agreement.

If payment is not received by KPW Structural Engineers Inc. for undisputed invoices within fifteen (15) calendar days after the Client pays the Design Professional such services, or within forty-five (45) calendar days after KPW Structural Engineers Inc. submits its invoices for such services, then such invoices shall bear interest at one (1.0) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the tenth or forty-fifth day, as above, whichever occurs first. Payment to KPW Structural Engineers Inc. shall first be applied to accrued interest and then to the unpaid principal.

2.2 SET-OFFS, BACKCHARGES, DISCOUNTS

Payment of invoices shall not be subject to any discount or set-offs by the client, unless agreed to in writing by KPW Structural Engineers Inc.. Payment to KPW Structural Engineers Inc. for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.3 DISPUTED INVOICE

If the Client objects to any portion of an invoice, the Client shall so notify KPW Structural Engineers Inc.'s in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in KPW Structural Engineers Inc.'s favor and shall be calculated on the unpaid balance from the due date of the invoice.

2.4 SATISFACTION WITH SERVICES

Payment of any invoice by the Client to KPW Structural Engineers Inc. shall be taken to mean that the Client is satisfied with KPW Structural Engineers Inc.'s services to the date of payment and is not aware of any deficiencies in those services.

2.5 COLLECTION COSTS

If the Client fails to make payments when due and the consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to KPW Structural Engineers Inc.. Collection costs shall include, without limitation, legal fees, collection agency fees, and expenses, court costs, collection bonds and reasonable consultant staff costs at standard billing rates for the KPW Structural Engineers Inc.'s time spent in efforts to collect. This obligation of the Client to pay KPW Structural Engineers Inc.'s collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.0 RIGHT TO SUSPEND WORK / RIGHT TO TERMINATE FOR NON-PAYMENT

The Client has the right to terminate the agreement by informing KPW Structural Engineers Inc. in writing a minimum of seven days prior to termination. The Client shall pay KPW Structural Engineers Inc. for labor and expenses expended up to the time of termination. KPW Structural Engineers, Inc. reserves the right to suspend or to terminate its services including withholding delivery of structural engineering documents in the event of non-payment of invoices by the Client upon seven (7) calendar days notice to the Client. In the event of suspension or termination of services for non-payment, KPW Structural Engineers Inc. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for KPW Structural Engineers Inc. to resume performance.

4.0 LIMITATION OF LIABILITY

KPW Structural Engineers Inc. agrees to perform services in accordance with accepted standards of the engineering profession, subject to any limitations imposed by or agreed to by Client. KPW Structural Engineers Inc. makes no other representation, or warranty, expressed or implied.

To the fullest extent permitted by law, the Client hereby agree to limit the liability of KPW Structural Engineers Inc., its employees, agents and sub-consultants, to the Client, to a maximum of \$40,000 or the total amount of compensation paid to KPW Structural Engineers Inc. under this agreement whichever amount is greater. Client agrees to include a similar provision limiting the liability of KPW Structural Engineers Inc., its employees, agents and sub-consultants, in its agreement with the contractors and subcontractors on the project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

5.0 CLAIMS

Client agrees that in the event of an alleged claim associated with this project by Client or a third party against KPW Structural Engineers Inc., Client shall not withhold payment for services rendered.

6.0 DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and KPW Structural Engineers Inc. agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

7.0 COPYRIGHT AND OWNERSHIP OF INSTRUMENTS OF SERVICE

KPW Structural Engineers Inc.'s Instruments of Service, which include drawings, specifications, calculations, reports, letters and other documents in hard copy or electronic form prepared by KPW Structural Engineers, Inc., are for use solely with respect to this Project, and unless otherwise provided, KPW Structural Engineers, Inc. shall be deemed the author and owner of these documents and shall retain all common law, statutory and other reserved rights, including copyrights.

HOURLY RATES SCHEDULE

| <u>TITLE</u> | <u>RATE</u> |
|---|-------------|
| Principal | \$180 / hr |
| Associate | \$160 / hr |
| Senior Structural Engineer (SE License) | \$155 / hr |
| Structural Engineer (SE License) | \$150 / hr |
| Project Engineer (PE License) | \$140 / hr |
| Staff Engineer | \$130 / hr |
| Drafting | \$110 / hr |
| Administrative | \$ 55 / hr |

January 2010



ENGINEERS, INC.
Electrical • Mechanical • Control

Directors:

Douglas Yung, P.E.
Dennis D. Dias, P.E.
Lawrence L. Lam, P.E.
Patrick R. Mallillin, P.E.
Joel T. Jang
George Cheung, P.E.

Moon H. Yuen
Founder
1922 - 1991

October 26, 2010

Ms. Carolyne Challice
Associate
LCA Architects, Inc. - Oakland
1970 Broadway, Suite 800
Oakland, CA 94612

Re: Oakland Unified School District Lowell Middle School
Redesign - Addendum 1
(YEI P10-133-fp)

Dear Ms. Challice,

Thank you for inviting YEI Engineers, Inc. to submit a design fee proposal for the above project. YEI Engineers, Inc. is most pleased to submit the scope of work and fee for this project. The following describes our understanding of the proposed project.

Project Description: Provide redesign of the mechanical and plumbing systems for Buildings A, B, E and H. In Building A, redesign the existing office areas to a new classroom with administration spaces and modify one of the computer laboratory to a regular classroom and reuse the current design for the classroom. In Building B, separate the space into two sections. In Building E First Floor, Modify the two classrooms into one smaller classroom and principal areas. In Building H, include a custodial closet with mop sink and exhaust fan.

Proposed Scope of Work:

- Provide engineering project coordination.
- Revisit the site to determine existing condition of the proposed changes.
- Prepare revision to the Mechanical Title 24 report.
- Prepare construction documentations for the redesign of the spaces as indicated in the project description.
- Modify mechanical and plumbing specifications to accommodate the redesign.
- Prepare final submittal of the mechanical and plumbing construction documents.

Project Assumptions:

- Building envelope changes are separate from this addendum and shall not reflect changes in the mechanical and plumbing redesign documents.
- Fire protection engineering design service is not part of the scope of work.
- LCA to provide all CAD drawing backgrounds.

- Modifications to the Scope of Work for the proposed project may be required during the design phase. Should these services be required and/or desired, we will provide these additional services based on the hourly rate that we provided you, and your approval will be sought prior to the commencement of these services.
- LEED certification is not part of the scope of work.
- Plumbing design shall be limited up to five feet of the building. Any site utilities shall be by Civil.
- Subsurface investigation is not part of the scope of work.
- Measurement (with recording type equipment) of any kind is not part of the scope of work.
- Probable opinion of construction cost estimation is not part of the scope of work.
- Construction support services will be part of the original scope.

YEI proposes a lump sum budget of \$25,980 for performing the mechanical and plumbing redesign services based on our understanding of work.

We appreciate the opportunity to further discuss our proposed level of effort and to resolve any work scope and level of effort with you. Please feel free to call me at (510) 957-1613 should you have any further questions. Thank you again.

Sincerely,



Patrick R. Mallillin, P.E., LEED AP
Principal

ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL
 OUSD LOWELL MIDDLE SCHOOL MODERNIZATION REDESIGN
 MECHANICAL AND PLUMBING DESIGN SERVICES

| SCOPE OF SERVICES PER PARTS | Project Mechanical Engineer | Mechanical Design Engineer | CADD Designer | Subtotal |
|--|-----------------------------|----------------------------|---------------|-----------------|
| Direct Labor Rate | \$167.00 | \$134.00 | \$89.00 | |
| Part 1 - Project Management | | | | |
| Project Coordination | 4 | | | |
| QA/QC | 4 | | | |
| Project Management Subtotal Manhours | 8 | 0 | 0 | |
| Project Management Subtotal Cost | \$1,336 | \$0 | \$0 | \$1,336 |
| Part 2 - Redesign Services | | | | |
| Field Observation | 2 | 8 | | |
| Recalculation | 2 | 16 | | |
| Provide Mechanical Design | 8 | 68 | 54 | |
| Provide Plumbing Design | 8 | 16 | 16 | |
| Prepare Final Submittal | | 2 | 2 | |
| Part 2 Subtotal Manhours | 20 | 110 | 72 | |
| Part 2 Subtotal Cost | \$3,340 | \$14,740 | \$6,408 | \$24,488 |
| Part 3 - Construction Support Services - Part of Original | | | | |
| Review Submittals | | | | |
| Respond to RFIs | | | | |
| Construction Meetings (2) | | | | |
| Punch List | | | | |
| Part 3 Subtotal Manhours | | | | |
| Part 3 Subtotal Cost | \$0 | \$0 | \$0 | \$0 |
| Total Labor Cost | \$4,676 | \$14,740 | \$6,408 | \$25,824 |
| Reimbursable (Printing, Mailing, Travel) | | | | \$156 |
| TOTAL | | | | \$25,980 |



American Consulting Engineers Electrical, Inc.

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

October 27, 2010

REVISED

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

**Subject: Add Services for Floor Plan Changes @ Lowell Middle School Modernization
Oakland Unified School District**

Dear Carl,

We are requesting additional services to revise our electrical drawings to accommodate the district change request. The Lowell drawings have been DSA approved and it is our understanding that the district has decided to make some changes.

ADD SERVICE SCOPE

Our understanding of the revisions/changes requirements are as follows:

1. Computer Lab for West Oakland Middle School to remain in Bldg. E. ACEE to revise drawings to reflect change request.
 - a) Revise Power and lighting circuitry to reflect changes.
 - b) Revise fire alarm associated with room to reflect changes.
 - c) Revise associated low voltage systems to reflect changes.
 - d) Revise power connection to mechanical units. Coordinate as required.
2. Convert computer lab in Bldg. A- into a regular classroom.
 - a) Revise Power and lighting circuitry to reflect changes.
 - b) Revise fire alarm associated with room to reflect changes.
 - c) Revise associated low voltage systems to reflect changes.
 - d) Revise power connection to mechanical units. Coordinate as required.
3. Provide new electrical requirements for Bldg B scope of work to create new floors, lighting, mechanical, data, intrusion/fire alarm, phones.
 - a) Provide Power and lighting circuitry to reflect changes. Recalculate and modify single line diagram to reflect new floor plan.
 - b) Provide new lighting and prepare Title 24 to reflect new floor plan.
 - c) Provide/Revise fire alarm associated with room to reflect new floor plan.
 - d) Provide/Revise associated low voltage systems to reflect new floor plan.
 - e) Provide/Revise power connection to mechanical units. Coordinate as required.

4. Provide and divide current bookroom space into 2 separate rooms for KIPP and WOMS bookroom.
 - a) Provide Power and lighting circuitry to reflect changes. Recalculate and modify single line diagram to reflect new floor plan.
 - b) Provide new lighting and prepare Title 24 to reflect new floor plan.
 - c) Provide/Revise fire alarm associated with room to reflect new floor plan.
 - d) Provide/Revise associated low voltage systems to reflect new floor plan.
 - e) Revise power connection to mechanical units. Coordinate as required.

5. Delete the main entry canopy design. Revise floor plan to reflect changes for electrical backgrounds.
 - a) Revise Power and lighting circuitry to reflect changes.
 - b) Revise fire alarm associated with room to reflect changes.
 - c) Revise associated low voltage systems to reflect changes.
 - d) Revise power connection to mechanical units. Coordinate as required.

6. Provide and Establish 2 separate entries with canopies about 10-12 ft with 1-2 benches.
 - a) Provide Power and lighting circuitry to reflect changes. Recalculate and modify single line diagram to reflect new floor plan.
 - b) Provide new lighting and prepare Title 24 to reflect new floor plan.
 - c) Provide/Revise fire alarm associated with room to reflect new floor plan.
 - d) Provide/Revise associated low voltage systems to reflect new floor plan.

7. Provide and Establish office space in the current space that has the WOMS office for the reception, principal and assistant principal. Use 1 ½ classrooms for space to accommodate room changes.
 - a) Provide Power and lighting circuitry to reflect changes. Recalculate and modify single line diagram to reflect new floor plan.
 - b) Provide new lighting and prepare Title 24 to reflect new floor plan.
 - c) Provide/Revise fire alarm associated with room to reflect new floor plan.
 - d) Provide/Revise associated low voltage systems to reflect new floor plan.
 - e) Revise power connection to mechanical units. Coordinate as required.

8. Classroom Modifications
 - a) District requested to remove existing surface raceway and data outlet @ window wall in all classrooms for Bldg E & F. Relocate and install new device on new wall. Coordinate with architect new location.
 - b) Provide power connections for ceiling projectors.
 - c) Revise Power circuitry to reflect changes.
 - d) Revise associated low voltage systems to reflect changes.

9. Provide and assist Architect with DSA approval process.
 - a) Respond to DSA comments.
 - b) Make corrections noted.

c) Resubmit to DSA as needed.

EXCLUSION:

1. Parking Lot lighting
2. Value Engineering.

FEE PROPOSAL:

Our proposed add service fee are as follows:

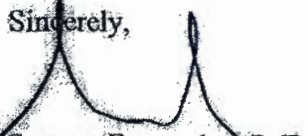
| | |
|--------------------------------------|-----------------|
| Design, Revise and Prepare Drawings. | \$ 8,500 |
| DSA Approval Process | \$ 1,500 |
| Total | \$10,500 |

Additional Changes/Increases in the scope of subject work and/or revisions after our submission of substantially completed documents or review of change orders not initiated by or as a result of this firm that results in additional work by this firm will require negotiating fees.

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

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

Sincerely,



Sammy Fernandez, P.E.
Principal

SE/ft

Accepted by

Carl Campos
LCA Architects, Inc.

Date _____

Carolyn Challice

From: Jerrold Mitchell, ASLA [jerrold@kellermitchell.com]
Sent: Friday, January 21, 2011 2:05 PM
To: Carolyn Challice; 'Jacque Keller'
Subject: Re: Lowell Add Service
Carolyn;

The following were our costs in making District requested changes to the Landscape CDs:

1. Coordination with LCA in obtaining new hardscape backgrounds and reviewing the changes to KMC drawings: 1 1/2 hrs @ average \$150 = \$ 225.00
2. Revise Landscape base .dwg 1 hr @ \$125
= \$ 125.00
3. Revise L1.1 1
hr @ \$125= \$ 125.00
4. Remove alternates from L1.2 1/2 hr @ \$125 =
\$ 62.00
5. Revise irrigation on L2.1 1 1/2 hrs @ \$125
= \$ 187.00
6. Remove alternates from L2.2 1/2 hr @ \$125
= \$ 62.00
7. Revise planting on L3.1 1 hr @ \$125
= \$ 125.00
8. Remove alternates from L3.2 1/2 hr @ \$ 125 =
\$ 62.00
9. Revise fencing details on L7.2
3 hrs @ \$175 = \$ 525.00

Total 1498.00

Jerry

Jerrold Mitchell, ASLA
Keller Mitchell & Co., Landscape Architecture
302 Fourth Street
Oakland, CA 94607
T: 510-451-9987
F: 510-452-9987
jerrold@kellermitchell.com
www.kellermitchell.com

— Original Message —

From: Carolyn Challice
To: 'Jacque Keller'
Cc: Jerrold Mitchell, ASLA
Sent: Thursday, January 20, 2011 5:31 PM
Subject: Lowell Add Service

Jerrold mentioned there will be a small add service for the design changes regarding the landscaping. I

| | | |
|--|---|----------------------------|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YY) 5/16/11 |
| PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURERS AFFORDING COVERAGE | | |
| INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596 | INSURER A: Hartford Casualty Insurance Co. INSURER B: American Automobile Ins. Co. INSURER C: Catlin Insurance Company, Inc. INSURER D: Hartford Underwriters Ins. Co. INSURER E: | |

COVERAGES

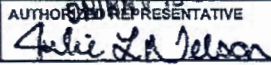
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | 57SBALQ8132 | 05/30/10 | 05/30/11 | EACH OCCURRENCE \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$2,000,000 |
| D | AUTOMOBILE LIABILITY | 57UECHS9127 | 05/30/10 | 05/30/11 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | EXCESS LIABILITY | 57SBALQ8132 | 05/30/10 | 05/30/11 | EACH OCCURRENCE \$2,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000 | | | | AGGREGATE \$2,000,000 \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP80988663 | 01/01/11 | 01/01/12 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER Professional Liability | AED981851211 | 12/01/10 | 12/01/11 | \$2,000,000 per claim \$2,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
General Liability policy excludes claims arising out of the performance of professional services.

Ref: **Lowell Middle School Modernization Amendment No.3 / O.U.S.D. Project No. 06004.**
 (See Attached Descriptions)

903 V L
 955 HIGH STREET
 OAKLAND, CA 94601

| | | |
|---|-------------------------------------|---|
| CERTIFICATE HOLDER Oakland Unified School District Attn: Timothy E. White Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601 | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE  |
|---|-------------------------------------|---|

DESCRIPTIONS (Continued from Page 1)

Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General and Automobile Liability. Such insurance is Primary & Non-Contributory. A Waiver of Subrogation applies to Workers' Compensation. See attachments.

Insurer: Hartford Casualty Insurance Co.
Insured: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Policy Number: 57SBALQ8132
Policy Period: 05/30/10 – 05/30/11

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

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

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

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

Insurer: Hartford Underwriters Ins. Co.

Policy Number: 57UECHS9127

Policy Period: 05/30/10 – 05/30/11

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

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

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

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

EXCERPTS FROM HA9916 (0302)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WZP80988663

Issued to: LCA Architects, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

Job Description

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

Ref: Lowell Middle School Modernization
Amendment No.3 / O.U.S.D. Project No.
06004.: Oakland Unified School District,
its Directors, Officers, Employees,
Agents and Representatives.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
5/25/11

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

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|---|---------------|----------------------------------|-----------------------------------|--|-------------|
| A | GENERAL LIABILITY | 57SBALQ8132 | 05/30/10 | 05/30/11 | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | \$1,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| D | AUTOMOBILE LIABILITY | 57UECHS9127 | 05/30/10 | 05/30/11 | 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"/> HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | GARAGE LIABILITY | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | AGG | \$ |
| A | EXCESS LIABILITY | 57SBALQ8132 | 05/30/10 | 05/30/11 | 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 | WZP80988663 | 01/01/11 | 01/01/12 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | E.L. EACH ACCIDENT | | | | \$1,000,000 | |
| | E.L. DISEASE - EA EMPLOYEE | | | | \$1,000,000 | |
| | E.L. DISEASE - POLICY LIMIT | | | | \$1,000,000 | |
| C | OTHER Professional Liability | AED981851211 | 12/01/10 | 12/01/11 | \$2,000,000 per claim \$2,000,000 annl aggr. | |

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

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

Ref: Lowell Middle School Health Clinic Amendment No.1 / O.U.S.D. Project No. 07082.

(See Attached Descriptions)

| | | |
|--|--|---|
| CERTIFICATE HOLDER Oakland Unified School District Attn: Timothy E. White Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601 | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE <i>Julie La Nelson</i> |
|--|--|---|

DESCRIPTIONS (Continued from Page 1)

Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are additional insureds as respects to General and Automobile Liability. Such insurance is Primary & Non-Contributory. A Waiver of Subrogation applies to Workers' Compensation. See attachments.

Insurer: Hartford Casualty Insurance Co.
Insured: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Policy Number: 57SBALQ8132
Policy Period: 05/30/10 – 05/30/11

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

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

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

Insured: Whitlock & Weinberger Transportation dba W-Trans.

Insurer: Hartford Fire Insurance Co.

Policy Number: 57UECIF8334

Policy Dates: January 31, 2011- January 31, 2012

Additional Insureds: RRM Design Group and Santa Cruz County Regional Transportation Commission, its Officials, Employees, Agents and Volunteers

BUSINESS LIABILITY COVERAGE FORM

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

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

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WZP80988663

Issued to: LCA Architects, Inc.

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

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

Job Description

Ref: Lowell Middle School Health Clinic
Amendment No.1 / O.U.S.D. Project No.
07082. Oakland Unified School District,
its Directors, Officers, Employees,
Agents and Representatives

Julie L. Nelson

| Board Office Use: Legislative File Info. | |
|--|------------|
| File ID Number | 10-1857 |
| Committee | Facilities |
| Introduction Date | 8-3-2010 |
| Enactment Number | 16-1434 |
| Enactment Date | 8-11-10 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date August 11, 2010

Subject Amendment No. 2 - Loving and Campos Architects, Inc. (LCA) - Lowell Middle School Modernization project.

Action Requested Approval by Board of Education of Amendment No. 2 with Loving and Campos Architects, Inc. (LCA) for Additional Architectural Services on behalf of the District for the Lowell Middle School Modernization Project, increasing the contract by a not to exceed amount of \$247,870.00, increasing previous contract amount from \$854,830.00 to a not to exceed amount of \$1,102,700.00 and revising the end date from August 1, 2012 to December 30, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Lowell Middle School has fallen into disrepair and the school needs modernization. LCA has been retained by the District to provide design services.

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

Approval by Board of Education of Amendment No. 2 with Loving and Campos Architects, Inc. (LCA) for Additional Architectural Services on behalf of the District for the Lowell Middle School Modernization Project, increasing the contract by a not to exceed amount of \$247,870.00, increasing previous contract amount from \$854,830.00 to a not to exceed amount of \$1,102,700.00 and revising the end date from August 1, 2012 to December 30, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2049901811-6215



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Loving and Campos Architects, Inc. (LCA)**. OUSD entered into an Agreement with CONTRACTOR for services on **September 10, 2009** and the parties agree to amend that Agreement as follows:

| | | |
|--|---|---|
| 1. Services: | <input type="checkbox"/> The scope of work is <u>unchanged</u> . | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . |
| <p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: The scope of the project is an increase in Construction Cost and design. Construction time may extend existing contract to December, 2012. Interim housing design and additional topographic survey needed for new designed entrance canopy.</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 Five months (days/weeks/months), and the amended expiration date is December 30, 2012.</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="text-align: center;"><input checked="" type="checkbox"/> Increase of \$247,870.00 to original contract amount</p> <p style="text-align: center;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>One million, one hundred two thousand, seven hundred dollars (\$1,102,700.00).</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 | 1-14-2010 | The scope of the project is to provide a topography and utility survey for the site, due to an unforeseen condition, whereas the most recent topography report was in 1962 and needs to be updated. | \$12,580.00 |

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

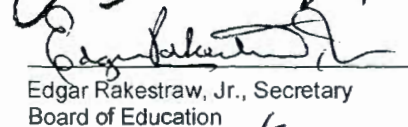

 Gary Yee, President, Board of Education

8/12/10
 Date

CONTRACTOR

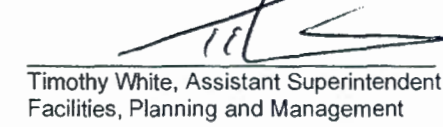

 Contractor Signature

6/23/10
 6/23/10
 Date


 Edgar Rakestraw, Jr., Secretary
 Board of Education

8/12/10
 Date

CABLE CAMPOS, CEO
 Print Name, Title


 Timothy White, Assistant Superintendent
 Facilities, Planning and Management

8/12/10
 Date

LEGISLATIVE FILE

K999069.002 Re File ID No. 10-1857
 Introduction Date 8-3-10
 Enactment No. 10-1434
 Enactment Date 8-11-10

P.O. No. _____

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Directions

This page includes a template to assist with creation of a basic scope of work. If you complete this contract electronically some of the fields in this template will fill-in automatically. Use of this template is not required. If you choose not to use this template please ensure that your scope of work addresses all of the areas identified in the template.

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

SCOPE OF WORK

Contractor Name: Loving and Campos Architects, Inc.

will provide a maximum of hours of services at a rate of \$ per hour for a total not to exceed \$.

(See attached additional services authorization)

1. Goals or Objectives

What are you trying to achieve with this contract? What are the goals of your partnership?

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.

2. Description of Services to be Provided

Please provide a specific description of the services the contractor will provide. If you need additional space, please label and attach any supplementary pages to the back of this Exhibit "A".

Architectural Services on behalf of the District or the Lowell Middle School Modernization Project.

3. Deliverables

List the specific things the contractor will deliver as a result of this contract. Deliverables should be quantifiable.

Contractor will provide increase Construction Cost and design; construction time may extend existing contract to December , 2010; interim housing design and additional topographic survey needed for new designed entrance canopy in conjunction with the Lowell Middle School Modernization Project in an additional amount not to exceed \$247,870.00, increasing the Agreement from a not to exceed amount of \$854,830.00 to \$1,102,700.00 and extending the contract period of September 10, 2009 through August 1, 2012 to December 31, 2012. All other terms and conditions of the Agreement remain in full force and effect.

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please describe how this scope of work aligns with a specific action item in the SPSA. Please attach the relevant page of the SPSA with the action item highlighted to this Exhibit "A".

Action Item:

(N/A)

LCA

ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Lowell Middle School Modernization** AUTHORIZATION NO: **2 Revised**
OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **February 12, 2010**
TO: **Loving & Campos Architects Inc.** ARCHITECT'S PROJECT NO: **09024**
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 / Ms. Kenya Chatman**

Subject: **Increase in Construction Cost**

Here is the background for our add services request:

As requested by OUSD, we will incorporate added work on this project. For this increase in work, we request an amendment, or adjustment, to our contract with OUSD. We propose our fee increase to be based on the Construction Cost change associated with the recent cost estimate (see attached).

| Description | | A&E Fee |
|---|---|------------------|
| New Construction Budget Cost | = | \$ 11,400,000.00 |
| Original Construction Budget Cost | = | \$ 8,500,000.00 |
| Difference | = | \$ 2,900,000.00 |
| New OPSC Fee (less 10% pro-bono deduction) | = | \$ 989,550.00 |
| Original OPSC Fee (less 10% pro-bono deduction) | = | \$ 767,250.00 |
| Difference | = | \$ 222,300.00 |

TOTAL ADDITIONAL SERVICE REQUEST \$ 222,300.00

Thank you,

Carl Campos, CEO Date
Loving & Campos Architects Inc.

OUSD Date
Authorization of Additional Services indicated.

Attachments:

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

LOVING & CAMPOS
ARCHITECTS INC.

ARCHITECT'S ADDITIONAL SERVICES AUTHORIZATION

PROJECT: **Lowell Middle School Modernization** AUTHORIZATION NO: **3**
OWNER: **Oakland Unified School District** DATE OF ISSUANCE: **May 13, 2010**
TO: **Loving & Campos Architects Inc.** ARCHITECT'S PROJECT NO: **09024**
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 / Ms. Kenya Chatman**
Subject: **Interim Housing**

Here is the background for our add services request:

The design team has been requested to provide interim housing for this project including additional topographic work.

For this added work, we request additional services as stated below.

| Description | A&E Fee |
|---|--------------------|
| Civil and Electrical Engineering | = \$23,170.00 |
| Topographic Survey | = \$2,400.00 |
| TOTAL ADDITIONAL SERVICE REQUEST | \$25,570.00 |

Thank you,



Carl Campos, CEO Date **5/13/2010**
Loving & Campos Architects Inc.

OUSD Date
Authorization of Additional Services indicated.

Attachments:
• None



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

| | | | |
|--------------|------------------------------------|------|----------------------|
| Project Name | Lowell Middle School Modernization | Site | Lowell Middle School |
|--------------|------------------------------------|------|----------------------|

Basic Directions

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

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

Contractor Information

| | | | |
|--------------------|---|-----------------------------|---|
| Contractor Name | Loving and Campos Architects, Inc. | Agency's Contact | Carl Campos |
| OUSD Vendor ID # | I010791 | Title | Project Manager |
| Street Address | 1970 Broadway, Suite 800 | City | Oakland |
| | | State | CA |
| | | Zip | 94612 |
| Telephone | 510-272-1060 | Policy Expires | 5-30-2011 |
| 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 # | 06004 | | |

Term

| | | | |
|----------------------|-----------|--|------------|
| Date Work Will Begin | 8-12-2012 | Date Work Will End By (not more than 5 years from start date) | 12-30-2012 |
|----------------------|-----------|--|------------|

Compensation

| | | | |
|-------------------------------|----|------------------------------|----------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$1,102,700.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ 247,870.00 |
| 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 # | Resource Name | Org Key | Object Code | Amount |
|------------|-------------------|------------|-------------|--------------|
| 2122 | GO Bond-Measure B | 2049901811 | 6215 | \$247,870.00 |
| | | | | \$ |

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 | 6-25-10 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | | |
| | Signature | | Date Approved | 7-20-10 | | |
| 3. | Assistant Superintendent, Facilities Planning and Management | | | | | |
| | Signature | | Date Approved | | | |
| | President, Board of Education | | | | | |
| 4. | Signature | | Date Approved | | | |

Client#: 257

LCAARCHIT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/23/10

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

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

INSURERS AFFORDING COVERAGE

INSURED
Loving & Campos Associates
Architects, Inc. dba LCA Architects, Inc
245 Ygnacio Valley Road, #200
Walnut Creek, CA 94596

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

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | 57SBALQ8132 | 05/30/10 | 05/30/11 | EACH OCCURRENCE \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) \$1,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$10,000 |
| | | | | | PERSONAL & ADV INJURY \$1,000,000 |
| | | | | | GENERAL AGGREGATE \$2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG \$2,000,000 |
| <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| D | AUTOMOBILE LIABILITY | 57UECHS9127 | 05/30/10 | 05/30/11 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| <input checked="" type="checkbox"/> NON-OWNED AUTOS | PROPERTY DAMAGE (Per accident) \$ | | | | |
| GARAGE LIABILITY | | | | | AUTO ONLY - EA ACCIDENT \$ |
| <input type="checkbox"/> ANY AUTO | | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| A | EXCESS LIABILITY | 57SBALQ8132 | 05/30/10 | 05/30/11 | EACH OCCURRENCE \$2,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$2,000,000 |
| | | | | | \$ |
| | | | | | \$ |
| DEDUCTIBLE | | | | | \$ |
| RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP80978195 | 01/01/10 | 01/01/11 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | | | | | E.L. EACH ACCIDENT \$1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER Professional Liability | AED981851210 | 12/01/09 | 12/01/10 | \$2,000,000 per Claim \$2,000,000 Annl Aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
General Liability Policy excludes claims arising out of the performance of professional services.
Ref: Lowell Middle School Modernization Amendment No. 2 / O.U.S.D. Project No. 06004.
(See Attached Descriptions)

CERTIFICATE HOLDER: **Oakland Unified School District**
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment of Premium

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

AUTHORIZED REPRESENTATIVE

Julie L. Nelson

DESCRIPTIONS (Continued from Page 1)

BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., Additional Insureds When Required By Written Contract, Written Agreement Or Permit, Subsection f. Any Other Party of the Business Liability Coverage Form, Form No. SS 00 08.

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

Insurance is primary per policy form.

A Waiver of Subrogation applies to Workers' Compensation.

Insurer: Hartford Casualty Insurance Co.
Insured: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Policy Number: 57SBALQ8132
Policy Period: 05/30/10 – 05/30/11

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

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

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

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

Insurer: Hartford Underwriters Ins. Co.

Policy Number: 57UECHS9127

Policy Period: 05/30/10 – 05/30/11

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

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

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

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

EXCERPTS FROM HA9916 (0302)

HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WZP80978195

Issued to: Loving & Campos Associates

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

| Person or Organization | Job Description |
|---|---|
| Oakland Unified School District Attn: Timothy E. White Dept of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601 | Ref: Lowell Middle School Modernization Amendment No. 2 / O.U.S.D. Project No. 06004. A Waiver of Subrogation applies in favor of Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives. |



LEGISLATIVE FILE

File ID No. 09-3411
Introduction Date 1-5-2010
Enactment No. 10-0116
Enactment Date 1/13/10
By [Signature]

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

To: Board of Education
From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services
Subject: **Amendment No. 1 - Loving & Campos Architects, Inc. (LCA) - Lowell Elementary School Modernization**

ACTION REQUESTED

Approval by Board of Education of Amendment No. 1 with Loving & Campos Architects, Inc. (LCA) for Additional Topography and Utility Survey Services on behalf of the District for the Lowell Elementary School Modernization Project, increasing the contract by a not to exceed amount of \$12,580.00, increasing previous contract amount from \$842,500.00 to a not to exceed amount of \$854,830. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

The most recent topography report was 1962. The architect needs to get an updated report for their design of the modernization project.

STRATEGIC ALIGNMENT

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

DISCUSSION

The scope of the project is to provide a topography and utility survey for the site, due to an unforeseen condition, whereas the most recent topography report was in 1962 and needs to be updated.

FISCAL IMPACT

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

RECOMMENDATION

Approval by Board of Education of Amendment No. 1 with Loving & Campos Architects, Inc. (LCA) for Additional Topography and Utility Survey Services on behalf of the District for the Lowell Elementary School Modernization Project, increasing the contract by a not to exceed amount of \$12,580.00, increasing previous contract amount from \$842,500.00 to a not to exceed amount of \$854,830. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 2049901810-6215

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects, Inc. (LCA)

FOR

**Additional Services for the
Lowell Elementary School Modernization Project**

Project Number: 06004

OAKLAND UNIFIED SCHOOL DISTRICT

November 19, 2009

RECEIVED
NOV 20 2009
PLANNING DEPARTMENT

AMENDMENT NO.1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND LOVING & CAMPOS ARCHITECTS, INC.

(LCA)

DATED AUGUST 1, 2009

This 1st Amendment is entered into this 19th day of November, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND LOVING & CAMPOS ARCHITECTS, INC. (LCA) ("CONSULTANT") for the Lowell Elementary School Modernization.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional topography and utility survey services provided by CONSULTANT. Whereas the consultant is to provide a topography and utility survey for site, due to an unforeseen condition, whereas the most recent topography report was in 1962 needs to be updated.

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

I. SCOPE OF WORK

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

The scope of the project is to provide a topography and utility survey for site.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional topography and utility survey services for the Lowell Elementary School Modernization Project. The present fee of \$842,500.00 is hereby increased by a not-to-exceed amount of \$12,580.00 for a new total contract amount of \$854,830.00.

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

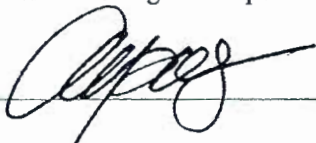

Total of Scope Items

| | <i>Scope Item</i> | <i>Amount</i> |
|----|---|--------------------|
| 1) | <i>Architectural Coordination (allowance of 8 hours @ \$160 per hour)</i> | <i>\$1,280.00</i> |
| 2) | <i>Civil (Topographic Survey, Utility survey, Reimbursables)</i> | <i>\$11,300.00</i> |
| | <i>Grand Total</i> | <i>\$12,580.00</i> |

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


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

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

By: 
Title: 

Dated: 11/30/09

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Noel Gallo, President of the Board of Education

Dated: 1/14/10

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 1/14/10

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

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 12.18.09

Attachments: Agreement for Professional Services with Loving & Campos Architects, Inc. (LCA) dated August 1, 2009.

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

Client#: 257

LCAARCHIT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/27/09

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

INSURED
Loving & Campos Associates
Architects, Inc. dba LCA Architects, Inc
245 Ygnacio Valley Road, #200
Walnut Creek, CA 94596

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

INSURERS AFFORDING COVERAGE

INSURER A: Hartford Casualty Insurance Co.
INSURER B: American Automobile Ins. Co.
INSURER C: New Hampshire Ins. Co.
INSURER D: Hartford Underwriters Ins. Co.
INSURER E:

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 57SBALQ8132 | 05/30/09 | 05/30/10 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/POP AGG \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 57UECHS9127 | 05/30/09 | 05/30/10 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | 57SBALQ8132 | 05/30/09 | 05/30/10 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$ |
| | DEDUCTIBLE RETENTION \$ | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WP80969790 | 01/01/09 | 01/01/10 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER Professional Liability | 8760235 | 12/01/08 | 12/01/09 | \$2,000,000 per Claim \$2,000,000 Annl Aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
General Liability Policy excludes claims arising out of the performance of professional services.

RE: Oakland Unified School District, its Officers, Agents, and Employees are additional insured are additional insured for work done on their behalf (See Attached Descriptions)

CERTIFICATE HOLDER: **Oakland Unified School District** ADDITIONAL INSURED; INSURER LETTER: **CANCELLATION Ten Day Notice for Non-Payment of Premium**

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

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

AUTHORIZED REPRESENTATIVE
Julie La Nelson

DESCRIPTIONS (Continued from Page 1)

by the named insured as regards general & auto liability with primary insurance per policy form wording.

Insurer: Hartford Casualty Insurance Co.
Insured: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Policy Number: 57SBALQ8132
Policy Period: 05/30/09 – 05/30/10

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

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

E.5. Separation of Insureds

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

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

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

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

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

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II – LIABILITY COVERAGE

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

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

EXCERPTS FROM HA9916 (0302)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

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

ROUTING FORM

Lowell Elementary School

Check contract title: Professional Services Contract Amendment to PCS **Modernization-Amend 1**

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

| Contractor Information | | | | | |
|--|--|----------|--|-----------------------------|-----------------|
| Contractor Name | Loving & Campos Architects, Inc. (LCA) | | | Contractor's Contact Person | Carl Campos |
| Street Address | 245 Ygnacio Valley Road | | | Title | Project Manager |
| City | Walnut Creek | | | Telephone | 925-944-1626 |
| State | CA | Zip Code | 94596 | Policy Expires | 1/1/2010 |
| Tax ID/Soc Sec # | | | | OUSD Project # | 06004 |
| Has Contractor been an OUSD contractor? | | | Has Contractor worked as an OUSD employee? | | |
| If yes to either, list the name(s) and tax ID/social security number(s), if different. | | | | | |

| Term | | | |
|----------------------|-----------------|---|---------------|
| Date Work Will Begin | August 10, 2009 | Date Work Will End By <small>(not more than 5 years from start date)</small> | July 31, 2010 |

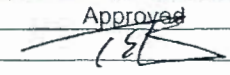
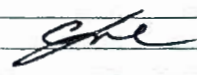
| Compensation | | | |
|-------------------------------|----|------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$854,830.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ 12,580.00 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | | | | | | | | | | | | | | | | |
|--------------------|---|---|---|-----------|---|---------|---|---|---|---|--------|--------|---|---|---|--------|---|---|-------------|
| Funding Resources | | | | Org Key # | | | | | | | | Object | | | | Amount | | | |
| | | | | Site | | Program | | | | F | Unique | | | | | | | | |
| 2 | 1 | 2 | 2 | 2 | 0 | 4 | 9 | 9 | 0 | 1 | 8 | 1 | 0 | - | 6 | 2 | 1 | 5 | \$12,580.00 |
| | | | | | | | | | | | | | | | | | | | \$ |

Name of Funding Source: General Obligation Bond-Measure B

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

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

| Approval and Routing | | |
|-------------------------|---|--------|
| | Approved | Denied |
| Principal/Division Head |  | |
| Program Manager | | |
| Contract Services |  | |
| FCMAT Fiscal Advisors | | |
| State Administrator | | |

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

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

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

LEGISLATIVE FILE

File ID No. 09-2498
Introduction Date 9-1-09
Enactment No. 09-1915
Enactment Date 9-9-09
By Bg

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

To: Board of Education

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

Subject: **Agreement for Professional Services - Loving & Campos Architects -Lowell
Middle School Modernization Project**

ACTION REQUESTED

Approval by the Board of Education of a Professional Services Agreement between District and Loving & Campos Architects for Architectural and Engineering Services at Lowell Middle School Modernization Project in an amount not to exceed \$842,250.00. The term of this Agreement shall commence on September 10, 2009 and shall conclude upon completion of the desired services described herein, but no later than August 1, 2012.

BACKGROUND

Architectural services for Renovation of Lowell Middle School are required to ensure maximum impact of available construction funds to minimize future maintenance costs, reduce utility expenses, improve learning environment and support District Standards.

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.

2. 7.4
The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to provide design, agency approval, bidding, construction administration and closeout assistance for the modernization at Lowell Middle School site.

FISCAL IMPACT

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

RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement between District and Loving & Campos Architects for Architectural and Engineering Services at Lowell Middle School Modernization Project in an amount not to exceed \$842,250.00. The term of this Agreement shall commence on September 10, 2009 and shall conclude upon completion of the desired services described herein, but no later than August 1, 2012.

Key code: 2049901810-6215

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Loving & Campos Architects (LCA)

FOR

**Architectural and Engineering Services
Lowell Middle School Modernization Project
Project No. 06004**

OAKLAND UNIFIED SCHOOL DISTRICT

August 10, 2009

RECEIVED
179 10/10

2 10 2 10

PLANNING
DEPARTMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601 (hereafter "District") and Loving & Campos Architects, 245 Ygnacio Valley Road, Walnut Creek, CA 94596 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional Architectural and Engineering services for Lowell Middle School Modernization Project.

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

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

1 Definitions

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

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

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.1.4 Appendix D, Consultant's Billing Rates and Direct Costs

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

2 Term of the Agreement

2.1 The term of this Agreement shall commence on September 10, 2009 and shall conclude upon completion of the desired services described herein, but no later than August 1, 2012.

3 Services Consultant Agrees to Perform

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

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

additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

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

5 Taxes

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

6 Qualified Personnel

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

7 Standard of Care

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

8. Indemnification and General Liability

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

9. Liability of District

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

10. Independent Contractor: Payment of Taxes and Other Expenses

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

11. Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- 11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
 - 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.
 - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.
 - 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
 - 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a

claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

12 Suspension of Work

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

13 Termination of Agreement for Cause

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

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

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

14 Termination of Agreement for Convenience

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

15 Proprietary or Confidential Information of District

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

16 Notices to the Parties

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

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

To Consultant: Carl Campos
Loving & Campos Architects
245 Ygnacio Valley Road
Walnut Creek, CA 94596

17 Ownership of Results/Works for Hire

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

18 Audit and Inspection of Records

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

19 Subcontracting/Assignment/Interest

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

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

20 Compliance with Americans with Disabilities Act

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

21 Disputes

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

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

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

of this Agreement. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

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

23 Compliance With Laws

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

24 Entire Agreement; Modifications of Agreement

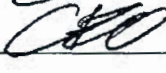
24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

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

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


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

CONSULTANT: Loving & Campos Architects

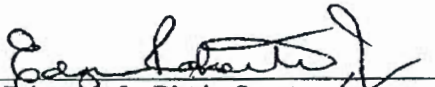
By: 
Title: 

Dated: 8/13/09


OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Noel Gallo, President, Board of Education

Dated: 9/10/09

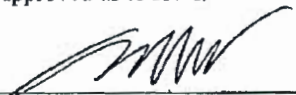
By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 9/10/09

By: 
Timothy E. White,
Assistant Superintendent of Facilities, Planning and Management,
Buildings & Grounds and Custodial Services

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 8.19.09

Attachments: Appendix A
Appendix B
Appendix C
Appendix D

Consultant: Loving & Campos Architects
School: Lowell Middle School
Funding: General Obligation Bond-Measure B

APPENDIX A

Scope of Services:

Consultant will provide professional architectural and engineering services pertaining to Lowell Middle School Modernization Project.

1. Provide Design
2. Agency approval
3. Bidding
4. Construction administration
5. Closeout assistance for the modernization

Scope of Work:

1. SCOPE OF WORK:

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

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

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

other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District. At the time of delivery of the completed construction documents, Consultant shall provide District with its final written itemized estimate of probable construction costs.

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

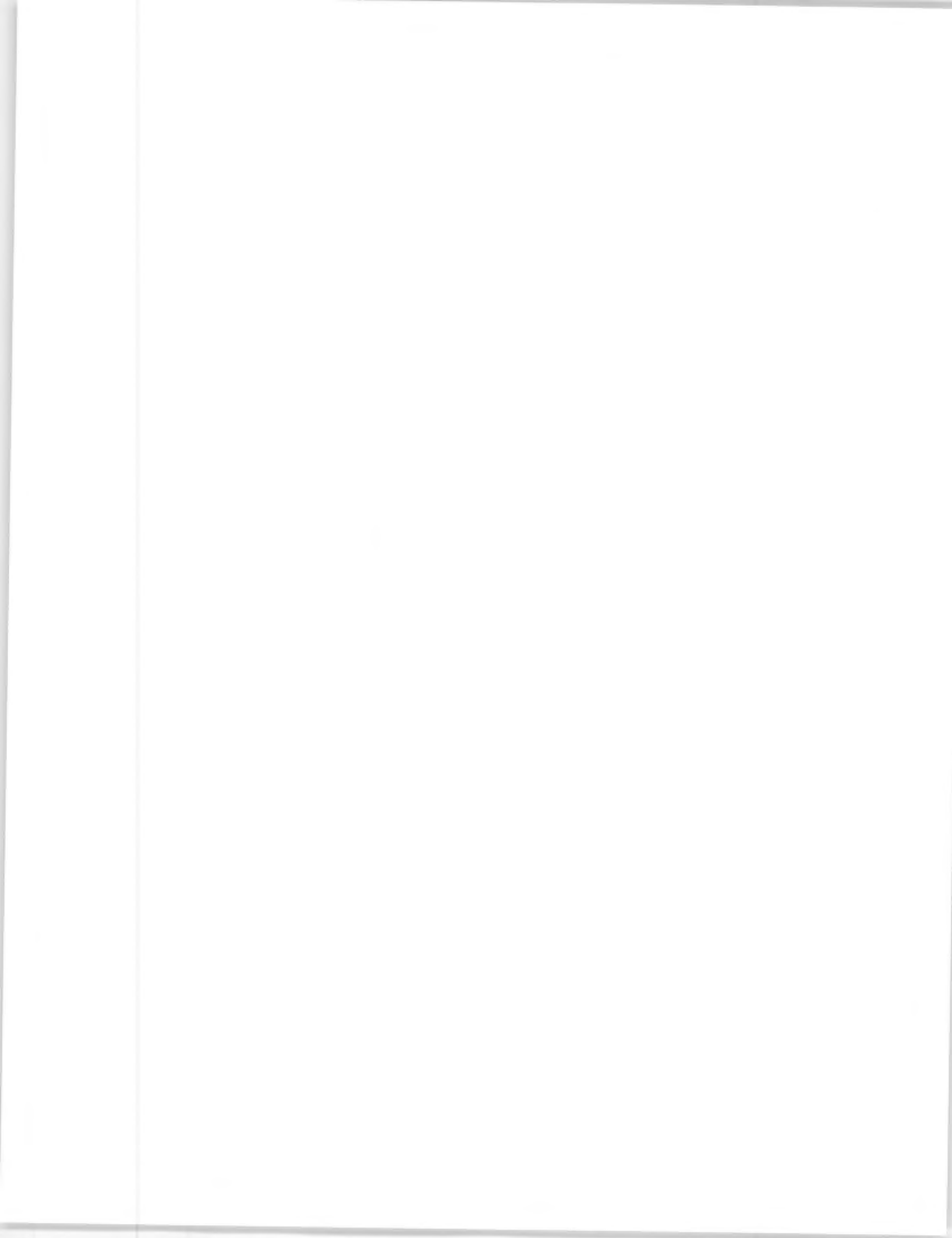
1.10 Construction Phase:

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

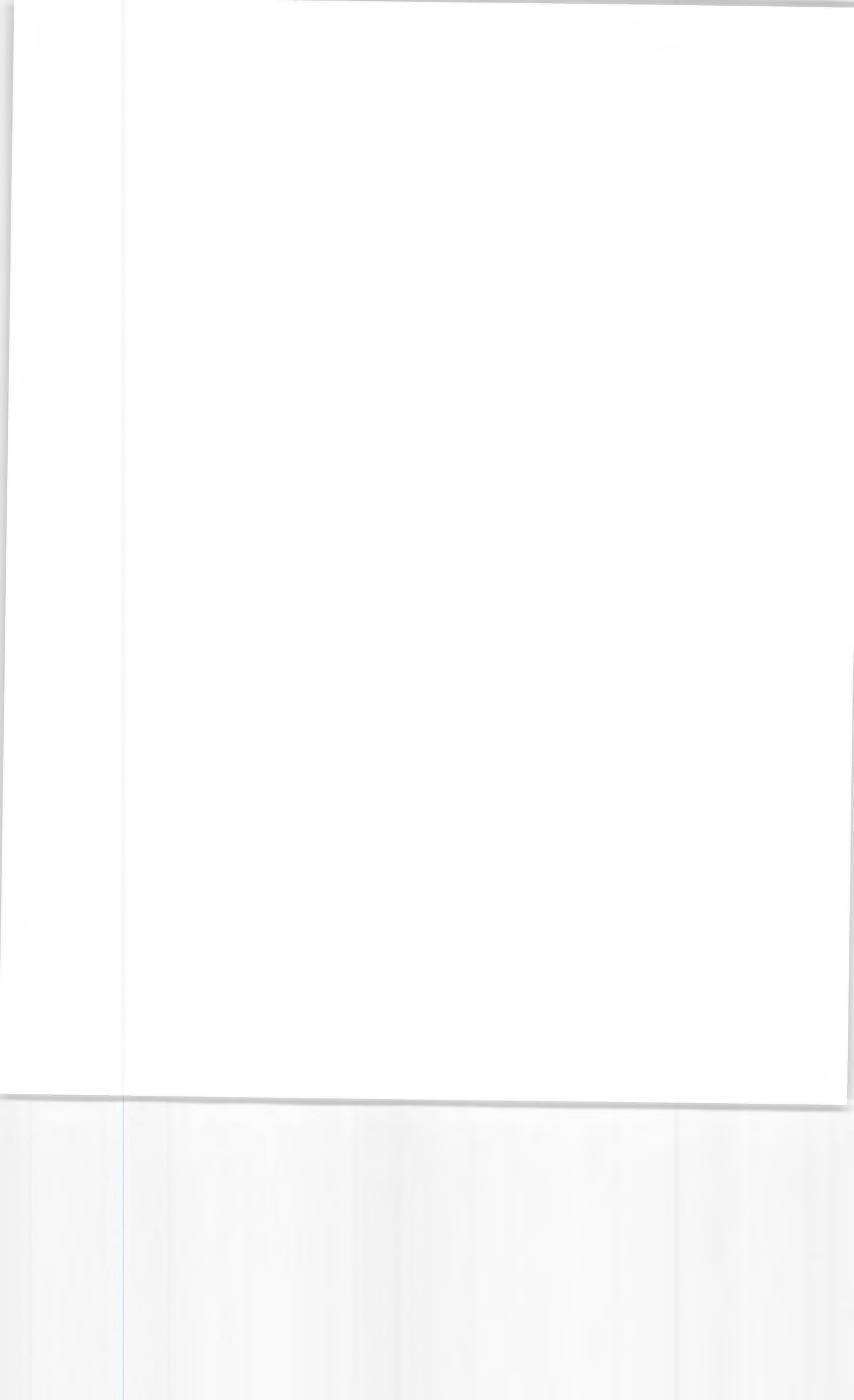
2. SCOPE OF SERVICES:

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

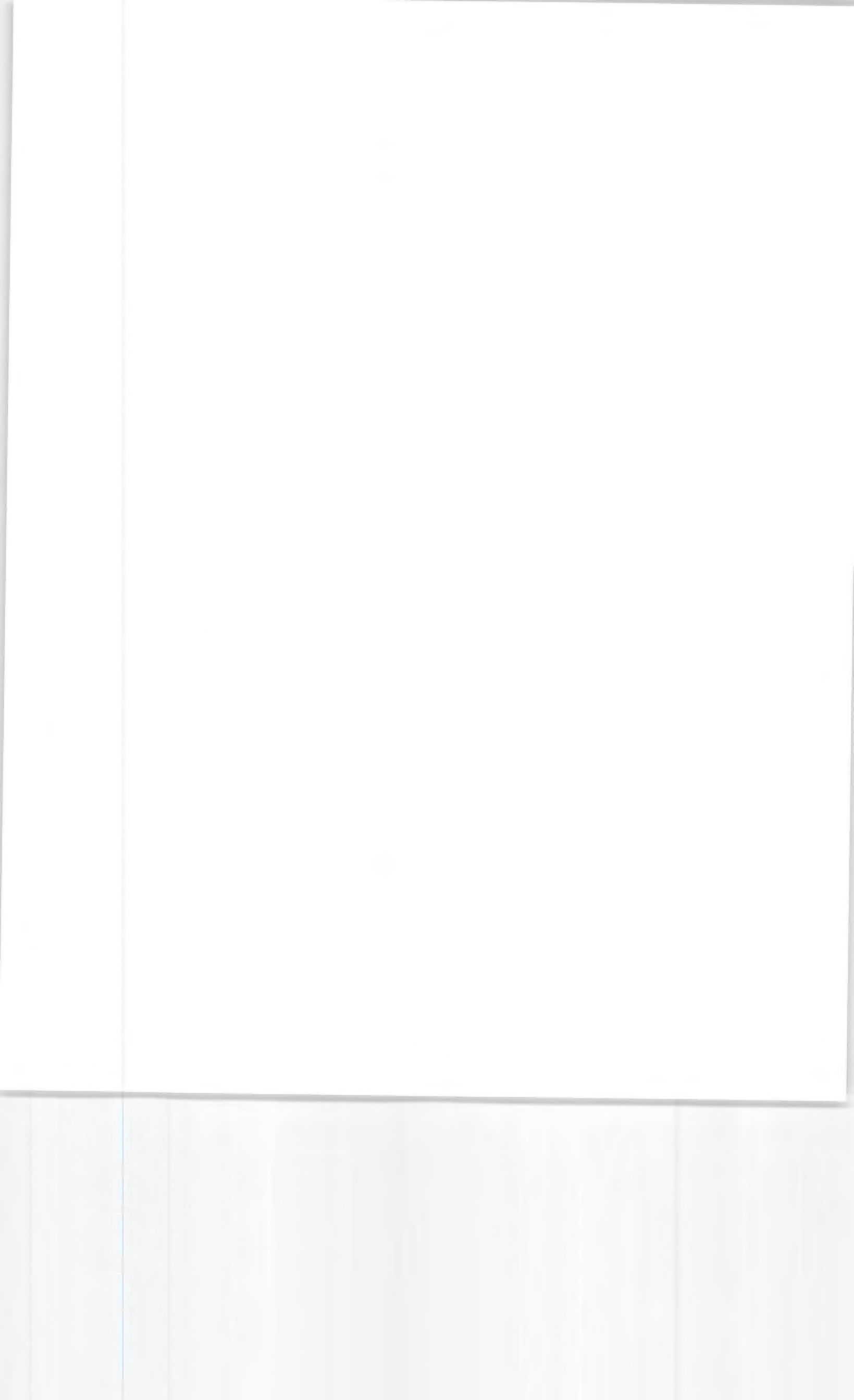
- 2.4 All engineers, architects and other parties engaged to provide services for this Agreement shall be required to show evidence of a policy of professional liability insurance, if commercially available, meeting the same requirements as those required of Consultant in this Agreement.
- 2.5 Consultant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



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



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



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

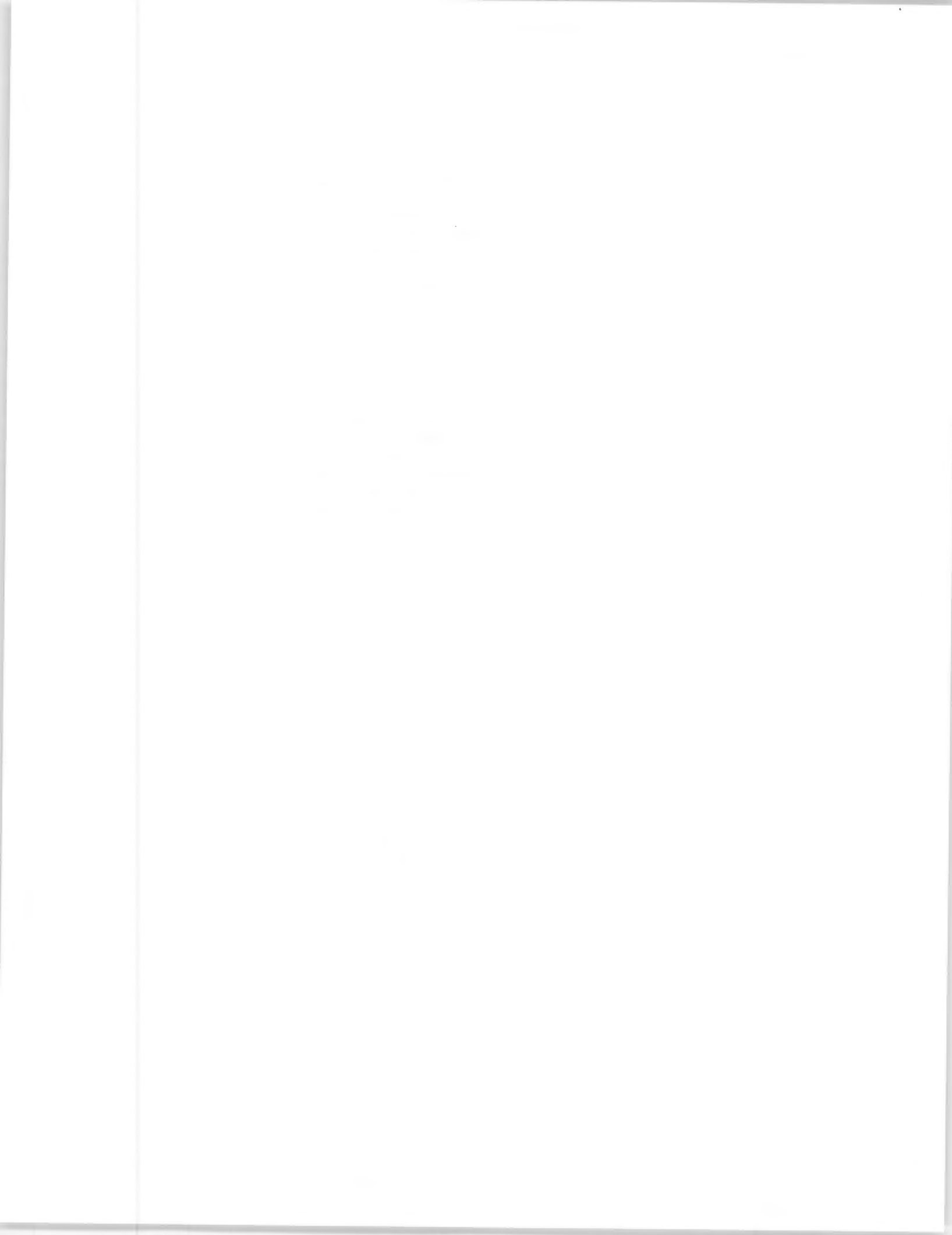
3. **ADDITIONAL SERVICES:**

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

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

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

End of Appendix A



APPENDIX B

1. COMPENSATION AND PAYMENT:

1.1 As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a Not To Exceed amount **eight hundred forty-two thousand, two hundred fifty dollars and no cents (\$842,250.00)**, including all reimbursables, based on billing rates outlined below. The total amount of the fee is \$842,250.00, which is a negotiated fee between the District and the Consultant. The total Consultant fee shall be increased only after both parties have entered into properly executed modifications to this Agreement.

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

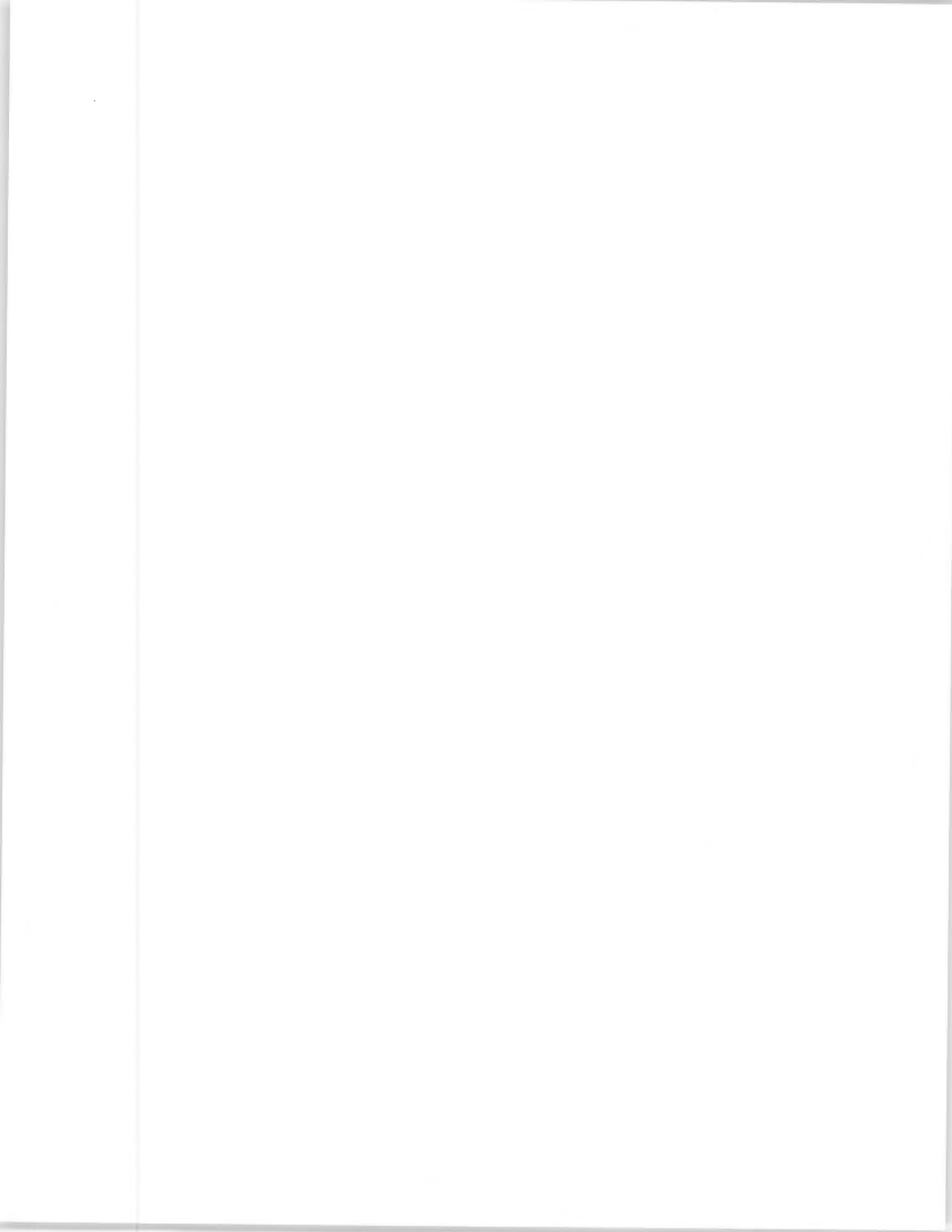
2. FEE SCHEDULE

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

| | | |
|--|----------------|---------------------|
| Programming/Schematic Design Phase: Preliminary investigation and schematic design, including submittals | 13% | \$99,743.00 |
| Design Development Phase: Preparation of design development drawings based upon approved preliminary submittals | 15% | \$115,087.00 |
| Construction Documents Phase: Preparation of contract based upon approved design development submittals | 45% | \$345,263.00 |
| Bidding and Public Agency Approval Phase: Services during bid phase and agency approvals | 5% | \$38,362.00 |
| Construction Phase: Contract administration services during construction | 20% | \$153,450.00 |
| Closeout Phase: Services provided during construction closeout | 2% | \$15,345.00 |
| • Reimbursables | | \$50,000.00 |
| • Agency Fees | | \$5,000.00 |
| • CHPS Processing | | \$20,000.00 |
| Total | 100.00% | \$842,250.00 |

3. ADDITIONAL PROVISIONS

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



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

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

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

4. REIMBURSABLE EXPENSES

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

Travel expenses for airfare, reasonable lodging and car rental.

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

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

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

Postage or delivery service for printed documents.

Express/overnight mailings.

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

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

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

Photographs.

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

Clerical support.

Computer hardware and software.

Long-distance telephone calls.

Facsimile transmissions.

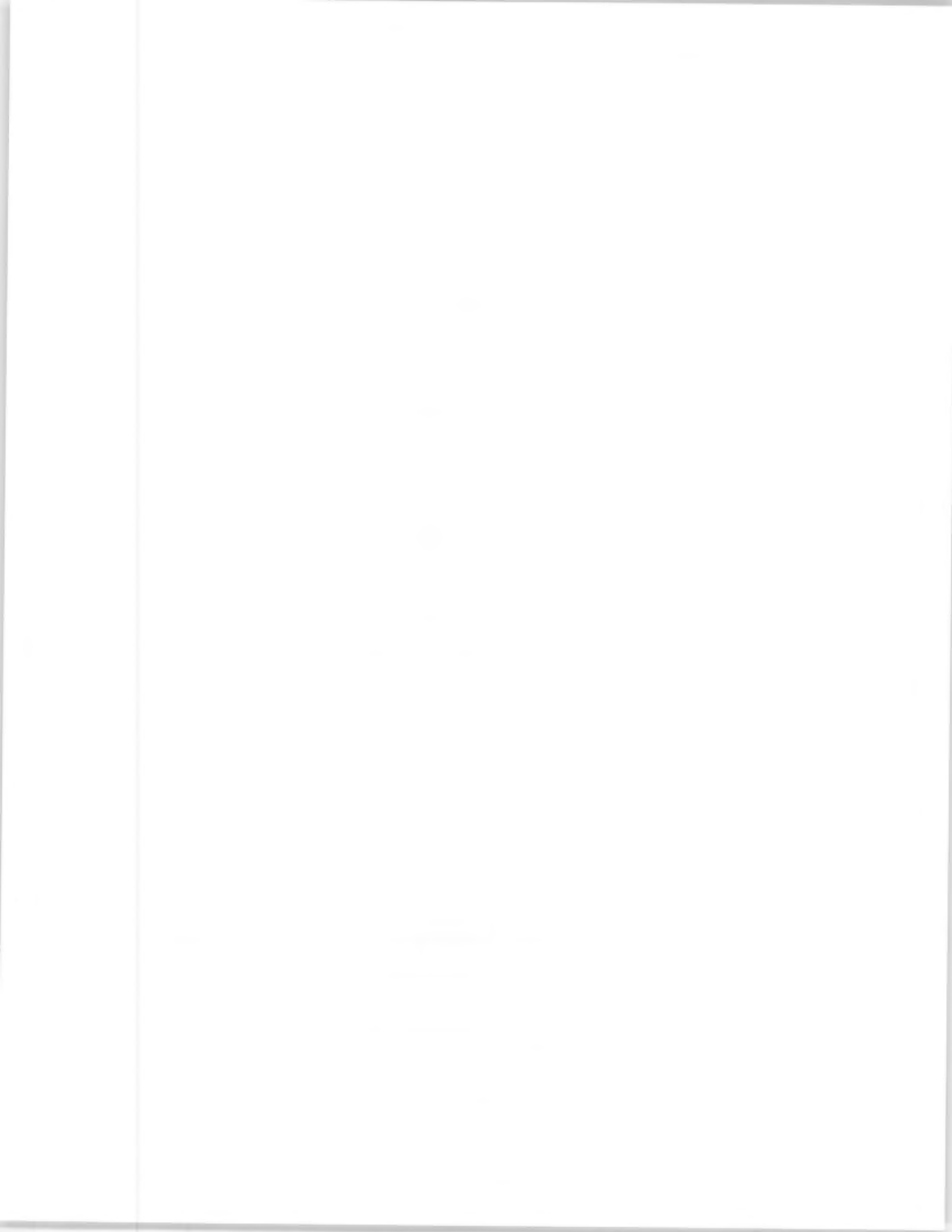
All CAD costs, including plotting and operations costs.

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

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

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

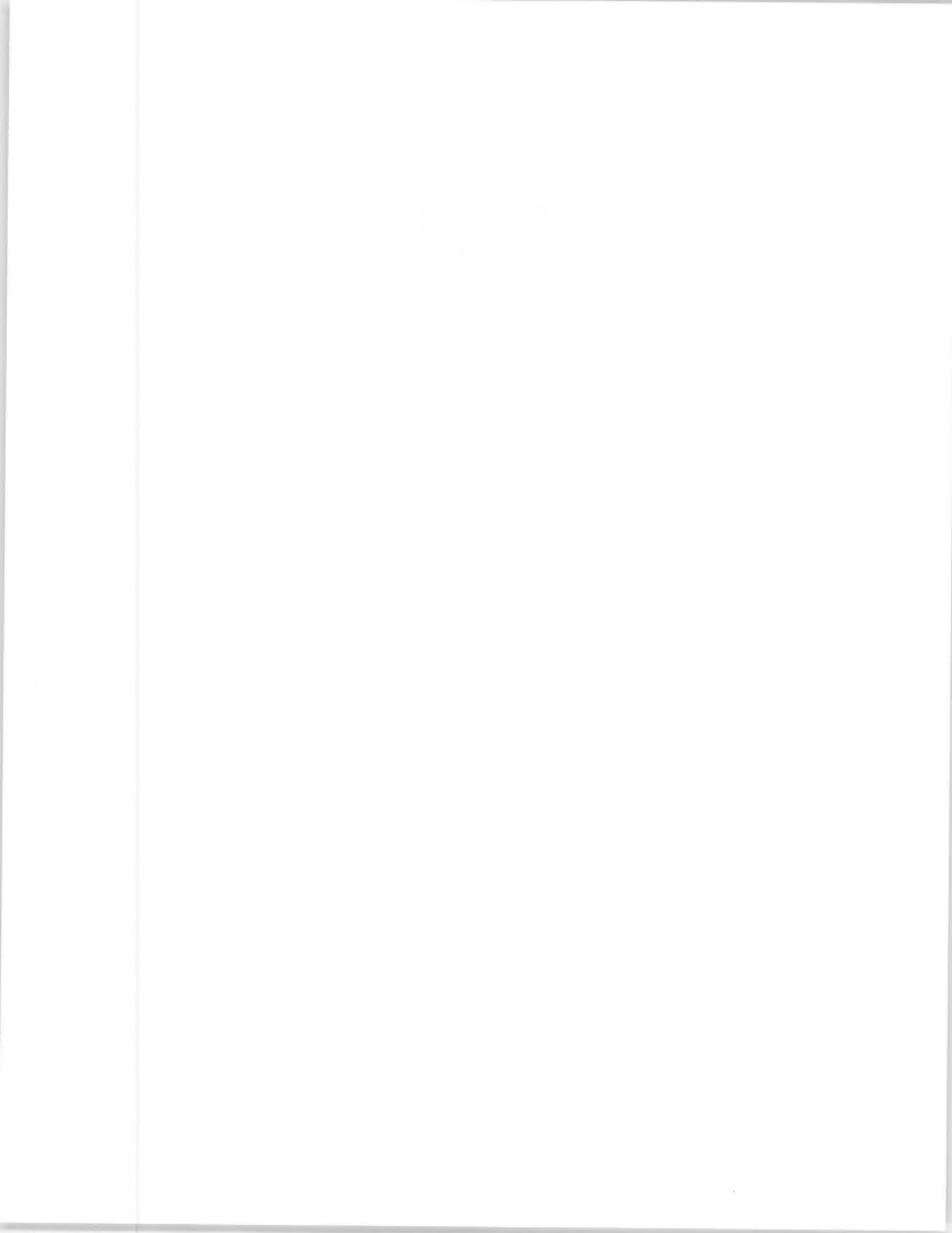
Consultant shall ensure that all sub-consultants adhere to the above reimbursable expense requirements while rendering services for the purposes of this Agreement.



5. ADDITIONAL SERVICES:

Consultant shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by the District:
Five percent (5%) of the cost of furnishings, equipment, or other articles incorporated in the Construction Documents by Consultant and not included in the cost of the Work.
Special sub-consultants, prior approval of which is required, shall be paid at a multiple of 1.05 times the amount billed to Consultant for services, or the equivalent of a five percent (5%) markup.

End of Appendix B



APPENDIX C

Project Schedule:

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

| Description | Start Date | Completion |
|-------------------------|------------|------------|
| Scoping | 9/1/09 | 10/1/09 |
| Design | 10/2/09 | 1/15/10 |
| Review | 1/16/10 | 2/15/10 |
| DSA/Bid | 2/20/10 | 6/15/10 |
| Construction | 8/10/10 | 8/1/11 |
| Target Move-In Closeout | 8/1/11 | 9/15/11 |

Project Budget:

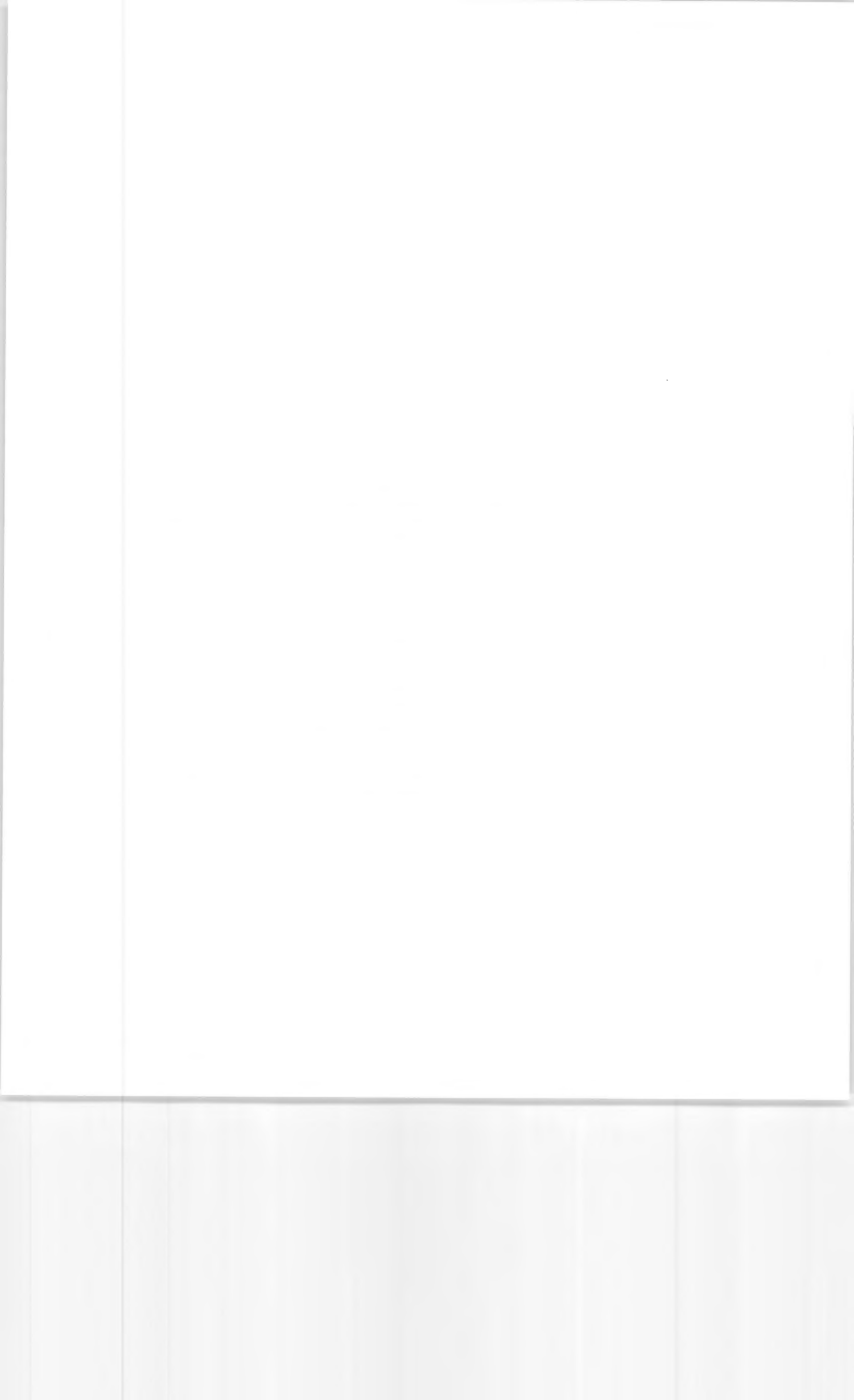
The budget established for the entire project scope of work is not to exceed \$842,250.00. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget. The consultant understands and agrees that consultant's compensation amount is a sum that is negotiated between District and consultant and such amount is not calculated based upon the overall Project Budget.

Statement of Confidentiality:

This Confidentiality agreement is between Loving & Campos Architects, (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of architectural and engineering services pertaining to the Lowell Middle School Modernization Project.

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

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



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

 Date: 8/13/09

_____ Date: _____

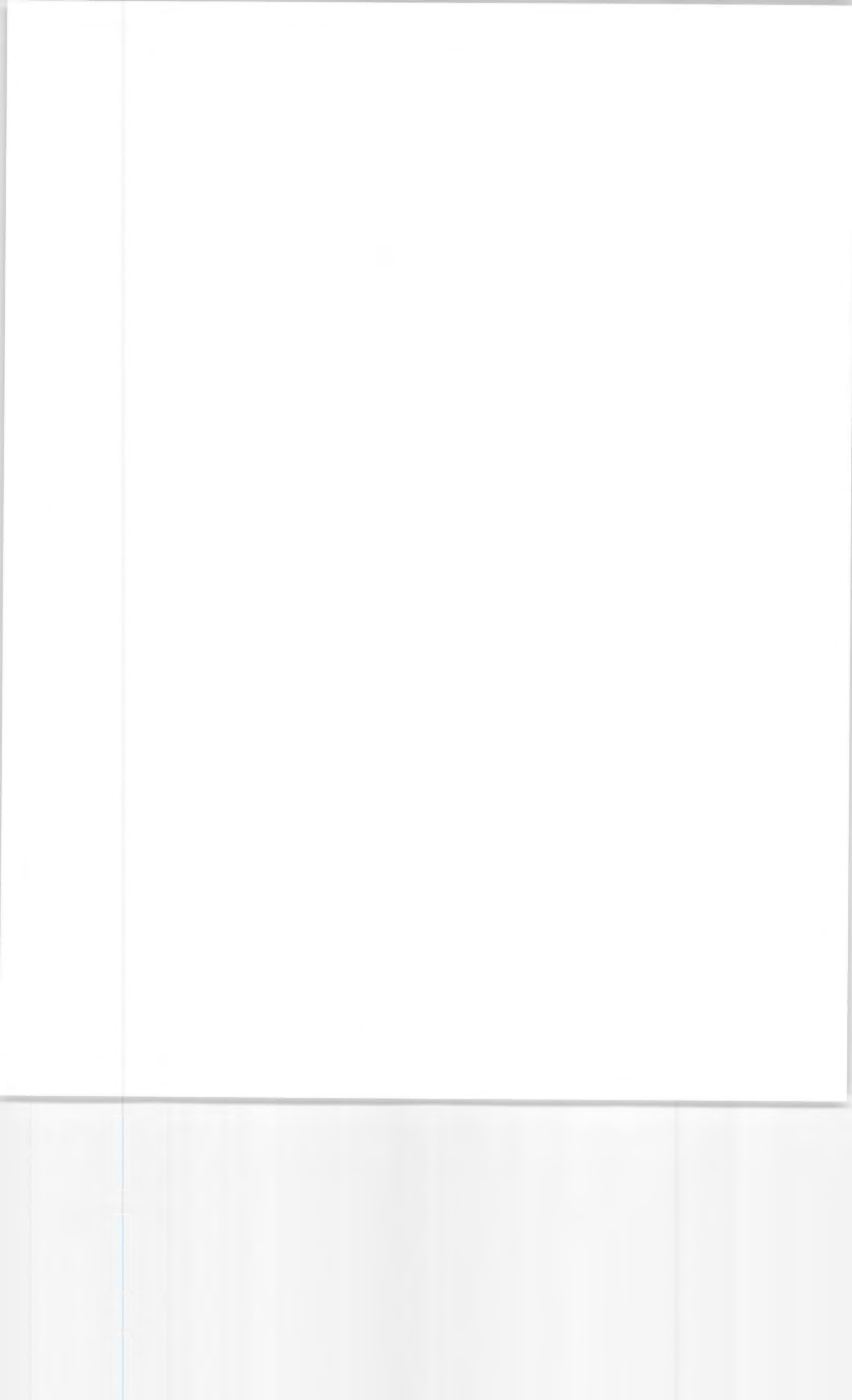
_____ Date: _____

_____ Date: _____

_____ Date: _____

End of Appendix C

APPENDIX D



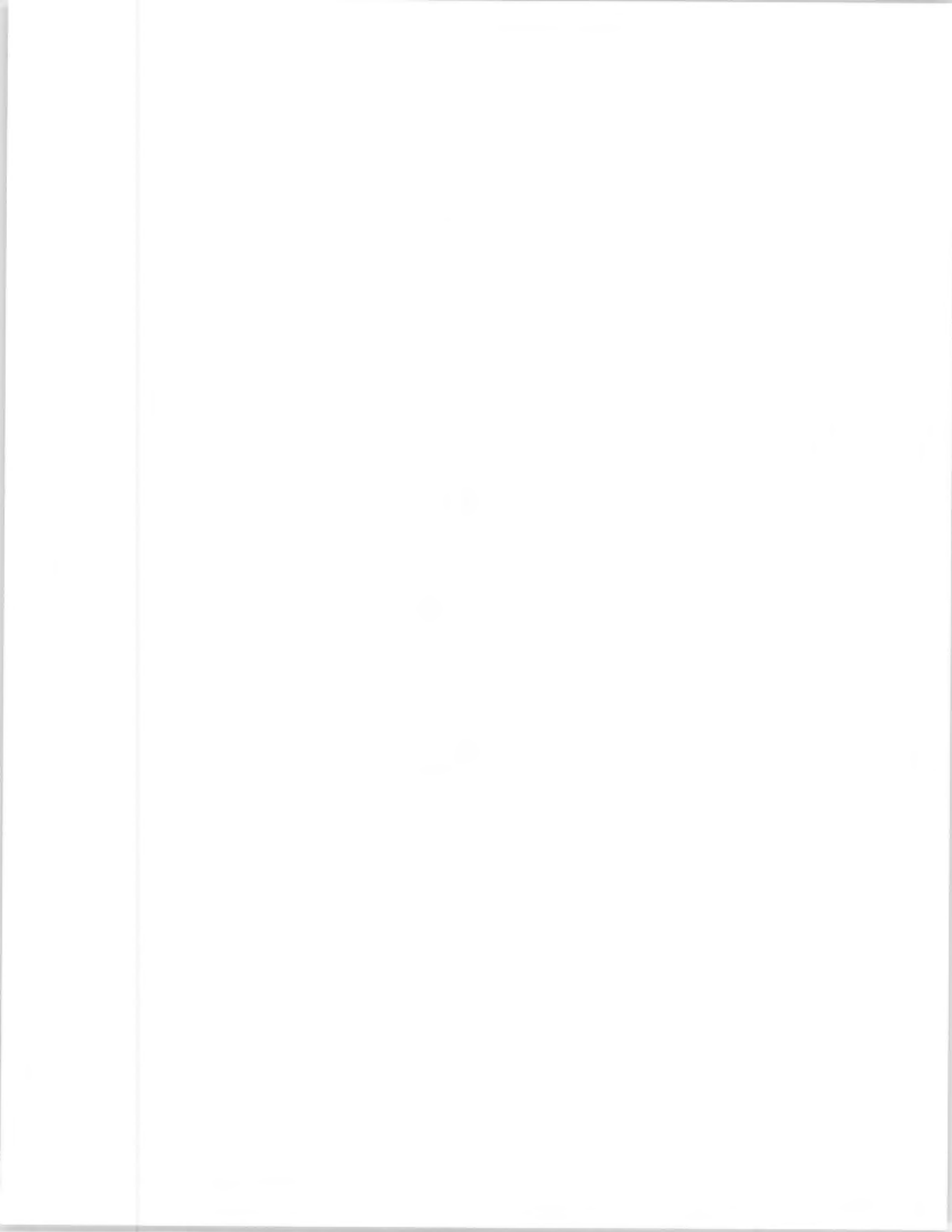
Consultant's Billing Rates and Direct Costs:

Fee Schedule:

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

| Description | Hourly Rate |
|---|---|
| Principal | \$210.00 |
| Principal Emeritus | \$210.00 |
| Associate | \$190.00 |
| Project Manager | \$190.00 |
| Project Architect | \$135.00 to \$175.00 |
| Quality Control Manager | \$190.00 |
| Specifications Writer | \$190.00 |
| Job Captain | \$110.00 to \$125.00 |
| Designer | \$90.00 to \$150.00 |
| CAD Tech | \$90.00 to \$135.00 |
| Project Coordinator | \$95.00 to \$130.00 |
| Administration/Research/Presentations | \$90.00 to \$105.00 |
| Clerical | \$105.00 |
| Overtime | If overtime is required by staff, to meet a customer's timing request, additional hourly fee charges may apply. California employment law will apply. |
| Perspective Sketches and Renderings, visual simulations | On a Per Drawing Basis |
| Architectural Animation | \$150.00 hr |
| Expert Witness | \$500.00 hr |
| Reimbursable Expenses | Cost plus 15% |

End of Appendix D



Client#: 257

LCAARCHIT

| | | |
|---|---|-----------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YY) 08/14/08 |
| PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURERS AFFORDING COVERAGE | | |
| INSURED Loving & Campos Associates Architects, Inc. dba LCA Architects, Inc 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596 | INSURER A: Hartford Casualty Insurance Co. | |
| | INSURER B: American Automobile Ins. Co. | |
| | INSURER C: New Hampshire Ins. Co. | |
| | INSURER D: Hartford Underwriters Ins. Co. | |
| | INSURER E: | |

COVERAGES

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

| PLR CTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 57SBALQ8132 | 05/30/09 | 05/30/10 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 57UECH69127 | 05/30/09 | 05/30/10 | COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | 57SBALQ8132 | 05/30/09 | 05/30/10 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | WP80969790 | 01/01/09 | 01/01/10 | <input checked="" type="checkbox"/> W/ STAT. LIMITS <input type="checkbox"/> BOTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER Professional Liability | 8760235 | 12/01/08 | 12/01/09 | \$2,000,000 per Claim \$2,000,000 Annl Aggr. |

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 General Liability Policy excludes claims arising out of the performance of professional services.

Ref: Lowell Middle School Modernization / O.U.S.D. Project No. 06004.

(See Attached Descriptions)

| | | |
|--|--|--|
| CERTIFICATE HOLDER Oakland Unified School District Attn: Timothy E. White Dept of Facilities Planning & Mgmt 965 High Street Oakland, CA 94601 | ADDITIONAL INSURED, INSURER LETTER: | CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PROVIDE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE <i>Susie Butler-Barker</i> |
|--|--|--|



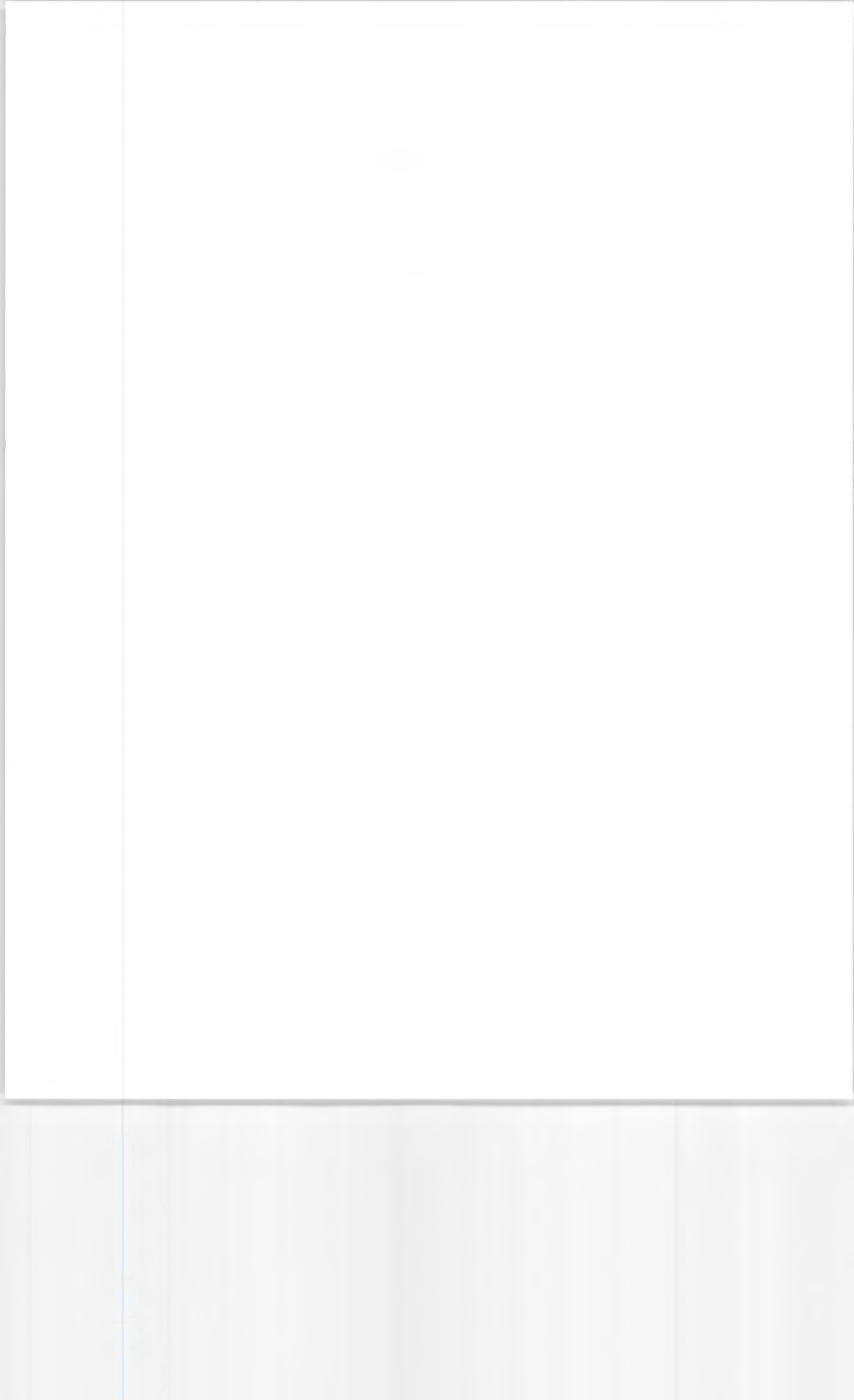
DESCRIPTIONS (Continued from Page 1)

BUSINESS LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub-Section 6., Additional Insureds When Required By Written Contract, Written Agreement Or Permit, Subsection f. Any Other Party of the Business Liability Coverage Form, Form No. 65 00 08.

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

Insurance is primary per policy form.

A Waiver of Subrogation applies to Workers' Compensation.



Insurer: Hartford Casualty Insurance Co.
Insured: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Policy Number: 575BALQ8132
Policy Period: 05/30/09 - 05/30/10

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

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



Insured: Loving Campos Architects, Inc. dba LCA Architects, Inc.
Insurer: Hartford Underwriters Ins. Co.
Policy Number: 57UECHS9127
Policy Period: 05/30/09 - 05/30/10

EXCERPTS FROM CA 00001 (1001)

HARTFORD BUSINESS AUTO COVERAGE

Additional Insured: SECTION II - LIABILITY COVERAGE

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

Primary Insurance: SECTION IV - BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

Cross Liability Clause: SECTION V - DEFINITIONS

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

EXCERPTS FROM 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.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

| Project Information | | | |
|---------------------|------------------------------------|------|----------------------|
| Project Name | Lowell Middle School Modernization | Site | Lowell Middle School |

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

| Contractor Information | | | | | |
|------------------------|---|------------------|---|-------|--------------|
| Contractor Name | Loving & Campos Architects (LCA) | Agency's Contact | Carl Campos | | |
| OUSD Vendor ID # | 1010791 | Title | Architect of Record | | |
| Street Address | 245 Ygnacio Valley Road | City | Walnut Creek | State | CA Zip 94596 |
| Telephone | 925-944-1626 | Policy Expires | 5-30-11 | | |
| 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 # | 06004 | | | | |

| Term | | | |
|----------------------|-----------|---|-----------|
| Date Work Will Begin | 9-10-2009 | Date Work Will End By <small>(not more than 5 years from start date)</small> | 12-1-2012 |

| Compensation | | | |
|-------------------------------|----|------------------------------|-----------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$ 1,200,708.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ 14,875.00 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|---|-------------------|------------|-------------|--------------|
| <i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i> | | | | |
| Fund # | Resource Name | Org Key | Object Code | Amount |
| 2122 | GO Bond-Measure B | 2049901811 | 6215 | \$ 14,875.00 |
| | | | | \$ |

| Approval and Routing (in order of approval steps) | | | | | |
|---|---|---|-------|---------------|------------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | | |
| | Division Head | Charles Love | Phone | 510-535-7081 | Fax 510-879-3673 |
| 1. | Capital Program Contract & Accounting Manager | | | | |
| | Signature |  | | Date Approved | 10-4-11 |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | | | Date Approved | |
| 3. | Assistant Superintendent, Facilities Planning and Management | | | | |
| | Signature |  | | Date Approved | |
| 4. | President, Board of Education | | | | |
| | Signature | | | Date Approved | |





PROFESSIONAL SERVICES CONTRACT ROUTING FORM

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

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| | Division Head | Charles Love | Phone | 510-535-7081 Fax: 510-879-3673 |
| 1. | Capital Program Contract & Accounting Manager | | | |
| | Signature | | Date Approved | 10-4-11 |
| 2. | General Counsel, Department of Facilities Planning and Management | | | |
| | Signature | | Date Approved | 10-5-11 |
| 3. | Assistant Superintendent, Facilities Planning and Management | | | |
| | Signature | | Date Approved | |
| 4. | President, Board of Education | | | |
| | Signature | | Date Approved | |

