

|   |            |
|---|------------|
| Board Office Use: <b>Legislative File Info.</b> |            |
| File ID Number                                  | 13-0234    |
| Committee                                       | Facilities |
| Introduction Date                               | 2-13-2013  |
| Enactment Number                                | 13-0343    |
| Enactment Date                                  | 2/13/13 01 |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

To Board of Education

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

Board Meeting Date February 13, 2013

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

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

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

**Local Business Participation Percentage** 100.00%

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

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



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

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

**Recommendation**

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

**Fiscal Impact**

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

**Attachments**

- Independent Consultant Agreement including scope of work



## AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

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

|   |                          |  |   |
|---|--------------------------|--|---|
| <b>1.</b>   | <b>Services:</b>         | <input type="checkbox"/> The scope of work is <u>unchanged</u> .                   | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> .  |
| <p><b>If scope of work changed:</b> 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 provide additional funding for the cost associated with revisions necessary to accommodate 6<sup>th</sup> and 7<sup>th</sup> grades from the newly formed middle school at LIFE Academy. The current school configuration was not designed to house additional students. This project converts existing administration area into needed classroom space.</u></p> |                          |  |   |
| <b>2.</b>   | <b>Terms (duration):</b> | <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><b>If term is changed:</b> The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>   |                          |  |   |
| <b>3.</b>   | <b>Compensation:</b>     | <input type="checkbox"/> The contract price is <u>unchanged</u> .                  | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| <p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> <b>Increase of \$72,740.00 to original contract amount</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <b><u>One million, two hundred seventy-two thousand, three hundred six dollars (\$1,272,306.00).</u></b></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:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

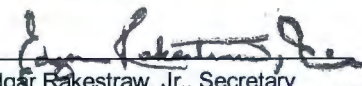
CONTRACTOR

David Kakishiba, President  
Board of Education

2/14/13  
Date

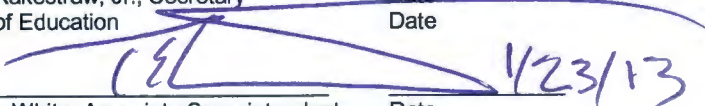
  
Contractor Signature

1/16/13  
Date

  
Edgar Rakestraw, Jr., Secretary  
Board of Education

2/19/13  
Date  
Date

CARLE CAMPOS, CEO  
Print Name, Title

  
Timothy White, Associate Superintendent  
Facilities, Planning and Management

1/23/13  
Date

File ID Number: 13-0234  
Introduction Date: 2/13/13  
Enactment Number: 13-0343  
Enactment Date: 2/13/13  
By: o.d.

**EXHIBIT "A" Scope of Work**

**Contractor Name: Loving and Campos Architects (LCA)**

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

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

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

**2. Specific Outcomes:**

Clean, safe environment for the students and staff.

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

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

**Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).**

*Susie Butler-Berkley 1-17-2013*  
**Susie Butler-Berkley**  
**Contract Analyst**



Date: **November 30, 2012**

LCA Project #11060

**ASR #3**

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

Owner: **Oakland Unified School District**

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

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

Subject: **Increased Project Scope**

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

**Interior Alterations**

*See attached document: B08.121126.D(Life Academy Alterations)F.bbr.pdf*

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

**Temporary Site Improvements (During Construction)**

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

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

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

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

## Description

A&amp;E Fee

## Architectural Fee

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

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

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

|   |                    |
|---|--------------------|
| <b>TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed)</b> | <b>\$72,740.00</b> |
|---|--------------------|

Thank you,


**11/30/12**

**Carl Campos, CEO**  
LCA Architects Inc.

Date

**OUSD**

Date

Authorization of Additional Services indicated.

**Attachments:**Programming

- B03.121031.D(Life Academy Alterations).pdf (5 pages)
- B08.121126.D(Life Academy Alterations)F.bbr.pdf (3 pages)
- B08.121128.D(Temp Site Improvements)F.bbr.pdf (2 pages)

Consultant Fee Proposals

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

November 29, 2012

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

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

Subject: Fee proposal to provide structural engineering services

Dear Brent:

Per your request, we are providing this fee proposal.

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

We understand the project scope includes the following:

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

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

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

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



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



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

Very truly yours,

Accepted,

KPW Structural Engineers, Inc.

LCA Architects

A handwritten signature in blue ink, appearing to read 'J. Westphal', with a long horizontal flourish extending to the right.

John Westphal, SE 4575

By: \_\_\_\_\_

Principal

Date: \_\_\_\_\_

Attachment – Standard Terms & Conditions



## HOURLY RATES SCHEDULE

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

January 2012





**American Consulting Engineers Electrical, Inc.**

1590 The Alameda

Suite 200

San Jose, CA 95126

408/236-2312

Fax: 408/236-2316

November 30, 2012

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

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

Dear Carl,

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

**Electrical Scope of Work**

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

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

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

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

1. Value Engineering and Redesign.

2. Design and Upgrade of Data, Telephone and CATV service utility.
3. Design of a Card Access Systems.
4. Design of a Closed Circuit TV system (CCTV)
5. Design of Photovoltaic Systems.
6. Design of Generator and/or back up power supplies.
7. New Portables and temporary modular buildings.
8. Parking lot lighting.
9. Data Centers.

**C. Fee for Design Services:**

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

|                      |                 |
|----------------------|-----------------|
| Design & Engineering | <u>\$13,000</u> |
| Total                | <b>\$13,000</b> |

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

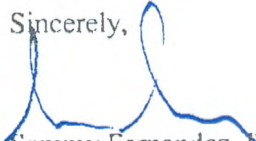
Reimbursable normally associated with project (such as printing and delivery) will be billed at cost, plus 15%, in addition to our professional fees. The amount of any excise gross receipt's tax that may be imposed shall be added to the fee listed.

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

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

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

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

Sincerely,  
  
Sammy Fernandez, P. E.  
Principal

Accepted by

\_\_\_\_\_  
Carl Campos  
LCA Architects, Inc.

SF ft

Date \_\_\_\_\_





## Attachment C

### Standard Billing Rates

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

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

REIMBURSABLE EXPENSES (As required per contract terms and project.)

| ITEM/CATEGORY                                   | RATE   |
|---|--|
| In House Reproduction                           | \$2.50 PER PRINT   |
| In House Drawing Plots                          | \$9.50 PER DRAWING   |
| Outside Consulting Services                     | Actual Cost + 15%  |
| Outside Reproduction Charges                    | Actual Cost + 15%  |
| Transportation (Air and/or Ground)              | Actual Cost + 15%  |
| Postage and Shipping                            | Actual Cost + 15%  |
| Mileage (when using MK2 Vehicles)               | \$.55 Per Mile (or current Federal Allowance)  |
| Per Diem – (Lodging, Meals, Incidental Expense) | Per Federal GSA Standards ('Schedule of Estimated Per Diem Costs' available upon request.)           |
| In-House Photocopy, FAX and Telephone expenses. | + 2% of Base Contract Fee (this amount, when applicable, will be billed proportionally per invoice.) |

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

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

Standard Billing Rates Effective: 01, 01, 2011





## Attachment D - Page 1 of 2

### Standard Contract Terms and Conditions

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

**Prompt Payment:** Billing is on a basis; payment is due net days from invoice date. Late charges of 1.0% per month (12% per annum) will accrue on past due invoices. Failure of the Client to make payments to MK2 in accordance with this Agreement shall be considered substantial non-performance and is sufficient cause for MK2 to either suspend or terminate services.

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

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

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

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

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

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

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

**Severability:** If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

**Integration:** This Agreement and all attachments referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.



**Attorney Fees:** In any action brought to enforce any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

**Suspension:** If the Client suspends the project for more than 90 consecutive days, MK2 shall be compensated for expenses incurred in the interruption and resumption of MK2's services. MK2's fees for the remaining services and the time schedules shall be equitably adjusted.

**Termination for Convenience:** Either party may terminate this Agreement at any time with or without cause upon giving the other party ten (10) days written notice. In the event of such termination, MK2 Engineers, Inc. will be paid in accordance with this Agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.

**Claims for Consequential Damages:** MK2 and the Client waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. MK2's liability for all other damages shall not exceed the value of the services under this agreement.

**Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of MK2's services, MK2 may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

**Arbitration:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association within a reasonable time after the claim; dispute or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**Governing Law:** California law shall govern this Agreement, and any dispute arising from the relationship between the parties, including any laws that direct the application of another jurisdiction's laws.

**Cost Opinions:** Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilization considerations of operations and maintenance costs prepared by MK2 are supplied as a guide only. Since MK2 has no control over the cost of labor and material or over competitive bidding and market conditions, MK2 does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

**Construction Support:** Construction Support services performed by MK2, whether of material or work, and whether performed prior to, during or after completion of construction, shall be performed solely for the purpose of assisting in quality control and in achieving conformance with contract drawings and specifications.

**Submittal Review:** MK2 shall review and take appropriate action on shop drawings, product data, samples and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents.



DESCRIPTIONS (Continued from Page 1)

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



WAIVER OF OUR RIGHT TO 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. WZP80998697

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<br>Attn: Susie Butler-Berkley<br>Contract Analyst<br>955 High Street<br>Oakland, CA 94601 | Ref: Architect and Engineering<br>Agreement-Loving & Campos Architects<br>(LCA) and Amendment No. 1 - Calvin<br>Simmons Improvements and Career Tech<br>Lab-\$1,023,996.00. Oakland Unified<br>School District, its Directors,<br>Officers, Employees, Agents and<br>Representatives |

*Julie L. Nelson*

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

**Insurer:** Hartford Underwriters Ins. Co.

**Policy Number:** 57UECHS9127

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

**Ref:** Architect and Engineering Agreement-Loving & Campos Architects (LCA) and  
Amendment 1 - Calvin Simmons Improvements and Career Tech Lab-\$1,023,996.00.

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

EXCERPTS FROM CA 00001 (1001)

## **HARTFORD BUSINESS AUTO COVERAGE**

### **Additional Insured: SECTION II – LIABILITY COVERAGE**

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

e. 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 HIA9916 (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  
**Ref:** Architect and Engineering Agreement-Loving & Campos Architects (LCA) and Amendment 1 - Calvin Simmons Improvements and Career Tech Lab-\$1,023,996.00.

**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.



ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: November 2, 2011

LCA Project #11060

ASR #1.0r1

Project: Calvin Simmons Campus Modernization
Increment #1 | Career Technical Science Building
LCA Project #11060

Owner: Oakland Unified School District

Date: 1/3/2012

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

Individual: Mr. Tadashi Nakadegawa / Mr. Al Anderson

Subject: Programmatic Changes during 50% Construction Drawing Phase

Explanation: On 10/10/11 we received written confirmation from the District directing us to change the layout of the building as follows: 1) eliminate the lobby, 2) eliminate the east corridor and adjust the restrooms and east stair accordingly, and 3) flip the health classroom with the science lab on the first floor to provide direct public access to the health classroom (a shared community space). Per our project schedule, the 50% CD milestone drawings from our consultant team were due on 10/12/11. Given the District-requested programmatic changes to the building with the project well into construction drawings, all the architectural base drawings had to be reconfigured and the structural engineer effectively had to start over with their structural calculations and plan drawings.

Table with 2 columns: Description, A&E Fee. Rows include Architectural Fee (40 hours @ \$180/hr) = \$7,200.00 and Structural Engineering Fee (see attached additional service request) = 16,160.00

Thank you,

Signature of Carl Campos, CEO, dated 1/6/2012. OUSD Date Authorization of Additional Services indicated.

- Attachments:
• KPW Add Service Request dated 10/25/2011, 2 pages



## AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

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

| Contractor Information    |   |                         |                     |   |    |            |       |
|---------------------------|---|-------------------------|---------------------|---|----|------------|-------|
| <b>Contractor Name</b>    | Loving and Campos (LCA) Architects  | <b>Agency's Contact</b> | Carl Campos         |   |    |            |       |
| <b>OUSD Vendor ID #</b>   | I010791   | <b>Title</b>            | Architect of Record |   |    |            |       |
| <b>Street Address</b>     | 1970 Broadway Avenue, Suite 800   | <b>City</b>             | Oakland             | <b>State</b>  | CA | <b>Zip</b> | 94612 |
| <b>Telephone</b>          | 510-272-1060  | <b>Policy Expires</b>   | 5-30-2013           |   |    |            |       |
| <b>Contractor History</b> | 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 |    |            |       |
| <b>OUSD Project #</b>     | 07140   |                         |                     |   |    |            |       |

| Term                        |           |  |          |
|-----------------------------|-----------|--|----------|
| <b>Date Work Will Begin</b> | 11-8-2011 | <b>Date Work Will End By</b><br><small>(not more than 5 years from start date)</small> | 12-31-13 |

| Compensation                         |    |                                     |                |
|--------------------------------------|----|-------------------------------------|----------------|
| <b>Total Contract Amount</b>         | \$ | <b>Total Contract Not To Exceed</b> | \$1,272,306.00 |
| <b>Pay Rate Per Hour (If Hourly)</b> | \$ | <b>If Amendment, Changed Amount</b> | \$ 72,740.00   |
| <b>Other Expenses</b>                |    | <b>Requisition Number</b>           |                |

| 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> |                               |            |             |             |
| Resource #  | Funding Source                | Org Key    | Object Code | Amount      |
| 7710  | County School Facilities Fund | 2059003821 | 6215        | \$72,740.00 |

| Approval and Routing (in order of approval steps)   |  |              |   |                      |
|---|--|--------------|---|----------------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. |  |              |   |                      |
|   | <b>Division Head</b>   | Charles Love | <b>Phone</b>  | 510-535-7081         |
|   |  |              | <b>Fax</b>  | 510-535-7082         |
| 1.  | <b>Capital Program Contract &amp; Accounting Manager</b>                 |              | <b>Signature</b>  | <b>Date Approved</b> |
|   |  |              |  | 1-17-13              |
| 2.  | <b>General Counsel, Department of Facilities Planning and Management</b> |              | <b>Signature</b>  | <b>Date Approved</b> |
|   |  |              |  | 1.23.13              |
| 3.  | <b>Associate Superintendent, Facilities Planning and Management</b>      |              | <b>Signature</b>  | <b>Date Approved</b> |
|   |  |              |  |                      |
| 4.  | <b>President, Board of Education</b>                                     |              | <b>Signature</b>  | <b>Date Approved</b> |
|   |  |              |   |                      |

| Board Office Use: Legislative File Info. |                    |
|--|--------------------|
| File ID Number                           | 12-2652            |
| Committee                                | Facilities         |
| Introduction Date                        | 10-2-2012          |
| Enactment Number                         | 12-2601            |
| Enactment Date                           | 10/10/12 <i>ED</i> |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools | Thriving Students

## Memo

**To** Board of Education

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

**Board Meeting Date** October 2, 2012

**Subject** Amendment No. 2r2, Independent Consultant Agreement for Professional Services- Loving and Campos Architects (LCA)- Calvin Simmons Improvements and Career Tech Lab Project

**Action Requested** Approval by the Board of Education of Amendment No. 2r2, Independent Consultant Agreement for Professional Services with Loving and Campos Architects (LCA) for Architect and Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$175,570.00 increasing previous contract amount from \$1,023,996.00 to a not to exceed amount of \$1,199,566.00 and revising the end date from October 27, 2012 through July 1, 2013 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The Board approved the transfer of funds to the Simmons campus for construction of the Career Tech Lab and remaining funds for campus improvements. This requires various submittals to DSA and the City, internal updates, and a number of unforeseen conditions (existing sewer line, capacity of clock, bell system).

**Local Business Participation Percentage** 100.00%

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



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

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

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

**Recommendation**

Approval by the Board of Education of Amendment No. 2r2, Independent Consultant Agreement for Professional Services with Loving and Campos Architects (LCA) for Architect and Design Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$175,570.00 increasing previous contract amount from \$1,023,996.00 to a not to exceed amount of \$1,199,566.00 and revising the end date from October 27, 2012 through July 1, 2013 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Measure B

**Attachments**

- Independent Contractors Agreement including scope of work



AMENDMENT NO. 2r2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving and Campos Architects (LCA). OUSD entered into an Agreement with CONTRACTOR for services on October 27, 2011, and the parties agree to amend that Agreement as follows:

1. Services: [ ] The scope of work is unchanged. X The scope of work has changed. If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work. The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional Architect and Design services. The additional cost associated with a number of revisions including resolution of sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings.

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. X This contract has previously been amended as follows:

Table with 4 columns: No., Date, General Description of Reason for Amendment, Amount of Increase (Decrease). Row 1: 1, 2-22-2012, The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis., \$23,360.00

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

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

[Signature]  
Contractor Signature Date 9/12/12

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

Carl Campos, CEO  
Print Name, Title

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

File ID Number: 12-2652  
Introduction Date: 10/10/12  
Enactment Number: 12-260  
Enactment Date: 10/14/12  
By: OD

**EXHIBIT "A" Scope of Work**

**Contractor Name:**

**Billing Rate:** One hundred seventy-five thousand, five hundred seventy dollars and no cents (\$175,570.00)

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

The additional cost associated with a number of revisions, including resolution of the sewer line under the existing school, revised documents for additional Division of State Architect submittal, new phone, clock, PA system, updated intrusion alarm standards, and additional programming for Tech Lab and portions of the existing buildings.

**2. Specific Outcomes:**

Improvements to the design to the Calvin Simmons Improvements and Career Tech Lab.

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

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

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).

*Susie Butler-Berkley 10-2-2012*  
**Susie Butler-Berkley**  
 Contract Analyst



ARCHITECT'S ADDITIONAL SERVICE REQUEST

Date: August 1, 2012

LCA Project #11060

ASR #2r2

Project: Calvin Simmons Campus Modernization  
Increment #1 | Career Technical Science Building  
LCA Project #11060

Owner: Oakland Unified School District

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

Individual: Mr. Tadashi Nakadegawa / Mr. Al Anderson

Subject: Increased Project Scope

Explanation: Item #1 – Increment #1 Programming Services

Per the request of the District from 5/11/11 to 11/3/11, prior to the start of Schematic Design services, provide the following Programming services for Increment #1:

- 1) Multiple site plan options for location of science building (adjacent to 35th avenue with and without parking, adjacent to 34th avenue),
- 2) Incorporate play field into site design and study size of soccer field,
- 3) Provide contemporary and historic exterior elevation options,
- 4) Design of science classroom wing for addition of future 10-classroom wing,
- 5) Design science building with and without front administration area, and
- 6) Completely reconfigure previous DSA-approved drawings to be site specific.

Item #2 – Increment #2 Programming Services

Per the request of the District from 10/5/11 to 12/22/11, prior to the start of Schematic Design services, provide the following Programming services for Increment #2:

- 1) Preliminary cost estimates,
- 2) Respond to Category C facilities upgrade requirements

perpendicular to the main, large one, and provide running track around both field and courts),

- 4) Site Improvements for Increment #2 work (layout artificial turf field and pedestrian street),
- 5) Entry Improvements for United For Success,
- 6) United for Success Book Storage,
- 7) Life Academy Main Entry and Administration Area,
- 8) Life Academy Book Storage,
- 9) Second Floor Renovations,
- 10) Revise stairs for separation between middle school and high school,
- 11) Revise second floor of existing classroom wing to provide corridor connection between existing and new science classroom building, and
- 12) Completely reconfigure first floor of existing gymnasium to create five classrooms.

**Item #3 - Updated District Intrusion Alarm Standards**

Per the revised OUSD Intrusion Alarm standards distributed on 2/14/12 and the attached letter from AON dated 1/9/12, item 26 calls for the Electrical Engineer of Record to provide detailed intrusion alarm construction drawings, which requires full design of the system and complete shop drawings, including all cable pathways, battery calculations, and other connections. This work is in addition to providing design drawings showing only device locations and installation requirements, which are currently on the construction drawings that were submitted to DSA on 12/9/11.

*See attached supporting documentation for Item #3.*

**Item #4 - Addendum No. 2 Work**

The School District gave direction on 4/24/12 during the bidding process to make the following changes to the work:

- 1) New Phone / Clock / PA Speaker System for the existing campus,
- 2) Minor adjustments inside the Science Building to create a custodial office (Room 101 to be Custodial Room with mop sink / Room 105 to be Custodial Office), and
- 3) Striping plan for staff parking around the existing portable.

*See attached supporting documentation for Item #4.*

**Item #5 - Resubmittal to DSA for Added Scope of Work**

After Increment #1 had been submitted to DSA in December 2011, the District elected on 3/8/12 to add Increment #2 scope of work to the project for Contractors to include in their GMP bids. Added scope of work included Phase 1B (interior alterations to existing 2-story classroom building) and Phase 2 (artificial turf field and site improvements).

Design team successfully incorporated this added scope of work into bidding documents, and after obtaining DSA approval of Phase 1A work (Science Classroom Building) by 5/31/12 to qualify for \$2.3 OPSC CTEC grant funding deadline of 6/10/12, submitted added scope of work to DSA as a Field Change Document, Bulletin #2 on 6/13/12.

Bulletin #2 included (3) full sets of Phase 1B & Phase 2 work for DSA plan check (ACS / FLS / SSS), as well as a copy of the local fire sign-off for Phase 2 work.

LCA coordinated with DSA regarding status of Bulletin #2 and worked with David Choi (who initially stated that Phase 2 work could be handled as an FCD), then Michael Fretz (who recommended all Bulletin #2 be a separate DSA application), and finally appealed to Leroy Tam, DSA Regional Manager, who decided on 7/11/12 that DSA would not accept Bulletin #2 and required the additional work to be submitted as a separate DSA application.

For the Design team to re-package and re-submit Bulletin #2 work to DSA as separate application, the following items were required:

- 1) Change the title blocks on all sheets (78)
- 2) Prepare new DSA forms, T&I sheet, DSA1, etc.
- 3) Prepare new specifications for mechanical, electrical and structural.
- 4) Provide new index sheet for all disciplines.
- 5) Provide DSA backcheck coordination / redmarks.
- 6) Separate set for contractor (with clouds)

*See attached supporting documentation for Item #5.*



Item #6 – RFI 19 Sanitary Sewer Line – Added Scope of Work

During construction, the Contractor determined that the existing 8" public sanitary sewer line that is routed under the existing main school building is active instead of abandoned in place per the City of Oakland Sewer block maps.

Potholing information and line tracing of the sewer line was requested by the design team, and was provided by the contractor on 7/17/12.

For the Design team to resolve this issue, and design an acceptable re-routing of the existing public and on-site sanitary sewer lines to ensure continuous service during construction of the proposed building and athletic fields, as well as post construction, the following tasks are required:

- 1) Research the issue.
- 2) Coordinate with Consultant team.
- 3) Prepare DSA Package.
- 4) Meet with DSA.
- 5) Prepare City of Oakland Package.
- 6) Meet with City of Oakland.

Date: August 1, 2012

LCA Project #11060

# ASR #2r2

| Description | A&E Fee |
|-------------|---------|
|-------------|---------|

**Item #1 – Increment #1 Programming Services**

*SITE LAYOUT OF SCIENCE BLDG.  
ELEVATION STUDY  
SIZE OPTIONS OF FIELD  
FRONT ADMINISTRATIVE OPTIONS*

|                   |                          |            |             |
|-------------------|--------------------------|------------|-------------|
| Carl Campos       | (32 hours @ \$210/hr)    | = \$6,720  |             |
| Brent Randall     | (148.5 hours @ \$170/hr) | = \$25,245 |             |
| Lance Martin      | (96 hours @ \$165/hr)    | = \$15,840 |             |
| Architectural Fee |                          | =          | \$47,805.00 |

**Item #2 – Increment #2 Programming Services**

*ENTRY REVISION UNITED FOR SUCCESS  
UPS BULK STORAGE REVISIONS  
RECONFIGURE GYM FOR CLASSROOMS  
LIFE ACADEMY ESTIMATE REVISIONS  
LIFE ACADEMY ADMIN. REVISIONS*

|                   |                           |            |             |
|-------------------|---------------------------|------------|-------------|
| Carl Campos       | (24 hours @ \$210/hr)     | = \$5,040  |             |
| Brent Randall     | (258.25 hours @ \$170/hr) | = \$43,903 |             |
| Lance Martin      | (76.5 hours @ \$165/hr)   | = \$12,622 |             |
| Architectural Fee |                           | =          | \$61,565.00 |

**Item #3 - Updated District Intrusion Alarm Standards**

|                            |   |   |          |
|----------------------------|---|---|----------|
| Architectural Fee          | (Brent Randall 2 hours @ \$170/hr)        | = | \$340.00 |
| Electrical Engineering Fee | (see attached additional service request) | = | 3,000.00 |

**SUBTOTAL** \$3,340.00

**Item #4 - Addendum No. 2 Work**

*NEW PHONE/CLOCK/SPEAKER EXIST. SCH.  
CUSTOMER ROOM REVISIONS  
STAFF PARKING STRIPING IN REAR*

|                   |   |   |            |
|-------------------|---|---|------------|
| Architectural Fee | (Brent Randall 32 hours @ \$170/hr)       | = | \$5,440.00 |
| D03 - Structural  | (see attached additional service request) | = | \$1,470.00 |
| D04 - Mechanical  | (see attached additional service request) | = | \$1,100.00 |
| D05 - Electrical  | (see attached additional service request) | = | \$1,000.00 |

**SUBTOTAL** \$9,010.00

**Item #5 – Separate DSA Application for Added Scope of Work**

*REVISED DOCUMENTS FROM DSA SET  
TO GMP SET.  
REVISE GMP SET TO SUBMIT AS A  
SEA SET TO DSA AFTER TRYING  
TO CHANGE AS FIELD CHANGE  
DIRECTIVE*

|                |                       |           |  |
|----------------|-----------------------|-----------|--|
| Brent Randall  | (32 hours @ \$170/hr) | = \$5,440 |  |
| Shawn Hunter   | (40 hours @ \$155/hr) | = \$6,200 |  |
| Doug Schneider | (8 hours @ \$155/hr)  | = \$1,240 |  |
| Edie Davis     | (40 hours @ \$130/hr) | = \$5,200 |  |

|                      |   |   |             |
|----------------------|---|---|-------------|
| Architectural Fee    |   | = | \$18,080.00 |
| D02 - Civil          | (see attached additional service request) | = | \$4,000.00  |
| D03 - Structural     | (see attached additional service request) | = | \$9,700.00  |
| D04 - Mechanical     | (see attached additional service request) | = | \$1,800.00  |
| D05 - Electrical     | (see attached additional service request) | = | \$4,000.00  |
| D06 - Landscape      | (see attached additional service request) | = | \$850.00    |
| D12 - Fire Sprinkler | (see attached additional service request) | = | \$2,000.00  |

**SUBTOTAL** \$40,430.00

Date: August 1, 2012

LCA Project #11060

**ASR #2r2**

**Item #6 – RFI 19 Sanitary Sewer Line - Added Scope of Work**

|                   |   |           |                    |
|-------------------|---|-----------|--------------------|
| Carl Campos       | (6 hours @ \$210/hr)                      | = \$1,260 |                    |
| Shawn Hunter      | (32 hours @ \$155/hr)                     | = \$4,960 |                    |
| Architectural Fee |   | =         | \$6,220.00         |
| D02 - Civil       | (see attached additional service request) | =         | \$7,200.00         |
| <b>SUBTOTAL</b>   |   |           | <b>\$13,420.00</b> |

**TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed) \$175,570.00**

Thank you,

  
\_\_\_\_\_  
8/1/12  
Carl Campos, CEO Date  
LCA Architects Inc. OUSD Date  
Authorization of Additional Services indicated.

**Attachments:**

Item #3

- ACEE Add Service Request dated 2/17/12 (2 pages)
- AON letter dated 1/9/12 (3 pages)

Item #4

- D03.Add Services for Addendum #2.pdf (2 pages)
- D04.Add Services for Addendum #2.pdf (1 page)
- D05.Add Services for Addendum #2.pdf (2 pages)
- D03.Add Services for Increment 2 DSA Application.pdf (3 pages)
- D04.Add Services for Increment 2 DSA Application.pdf (1 page)
- D05.Add Services for Increment 2 DSA Application.pdf (2 pages)
- D06.Add Services for Increment 2 DSA Application.pdf (1 page)
- D12.Add Services for Increment 2 DSA Application.pdf (4 pages)

Item #6

- D02.Add Services for Sanitary Sewer.pdf (10 pages)



INTRUSION

**American Consulting Engineers Electrical, Inc.**

1590 The Alameda Suite 200 San Jose, CA 95126 408/236-2312 Fax: 408/236-2316

February 17, 2012

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

**Subject:** Add Service – Intrusion Alarm - Life Academy Technical Science Bldg @ Calvin Simmons Middle School (**Increment #1**)  
Oakland Unified School District

Dear Carl,

Thank you for considering American Consulting Engineers Electrical, Inc (ACEE) for this project. I am pleased to present this proposal to provide our electrical engineering services for additional service for the (N) Life Academy Technical Science Bldg @ Calvin Simmons Middle School.

**Additional Scope of Work**

**Science Classroom Building**

**A. Intrusion Alarm System** – ACEE will provide the following additional electrical services:

1. In order to comply with new OUSD district standards for Intrusion Alarm Systems, ACEE will provide complete shop drawings. The shop drawings will include all cable routing, device addresses, battery calculations, etc.

**B. Fee for Design Services:**

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

|   |          |
|---|----------|
| 1. Additional Service to provide intrusion shop drawings: | \$ 3,000 |
| Total   | \$ 3,000 |

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

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

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

In the event the project is suspended or abandoned in whole or in part for more than three (3) months, the consultant shall be compensated for all services performed prior to receipt of written notice from

Page 2

Add Service – Intrusion Alarm - Life Academy Technical Science Bldg @ Calvin Simmons Middle School (Increment #1)

2/17/2012

the client of such suspension or abandonment, together with all reimbursable expenses then due and all Termination expenses as specified in the termination notice.

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

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

Sincerely,



Sammy Fernandez, P. E.  
Principal

SF/ft

Accepted by

\_\_\_\_\_  
Carl Campos  
LCA Architects, Inc.

Date \_\_\_\_\_

**ASR #2r2| Item #3**



FIRE  
ALARM

## Fire Protection Engineering

January 9, 2012

Mr. John Esposito  
Project Manager  
GKK/McCarthy  
955 High Street  
Oakland, California 94601  
t: +1.510.535.7049  
e: john.esposito@consultant.ousd.k12.ca.us

Re: Submittal Review  
Calvin Simmons Middle School - New Science Building  
Fire and Intrusion Alarm Submittal Review  
Oakland Unified School District  
Oakland, California  
Aon FPE No. 1610003-000

Dear John,

Aon Fire Protection Engineering (Aon FPE) has reviewed the electrical and fire alarm drawings, dated December 9, 2011 as submitted by LCA Architects. Aon FPE received the drawings via email on December 13, 2011. Aon FPE reviewed Sheets E0.1, E2.1, E3.1, E3.2, E3.3, E3.4, E4.1, E4.2, E4.3, E4.4, E6.2, E7.3, and FA0.1 through FA4.2. The submittal was reviewed for general conformance with the 2010 edition of NFPA 72 with California Amendments, the 2010 editions of the California Building Code (CBC), California Fire Code (CFC), California Electrical Code (CEC), Division of the State Architect (DSA) requirements, and Oakland Unified School District (OUSD) Fire and Intrusion Alarm Standards. Based on our review, we offer the following comments for your consideration:

1. Sheet FA0.1. Project description Note No. 3 does not accurately describe the scope of work. The Simplex 4100 is existing. Revise as appropriate.
2. Sheet FA0.1. The applicable codes reference incorrect editions. Revise as appropriate.
3. Sheet FA0.1. The Operation Matrix does not indicate elevator safety functions or fire/smoke damper closure. Revise as appropriate.
4. Sheet FA1.1. The site plan does not show locations of exterior audible alarms, PIV, detector check valves, and waterflow indicators required by DSA guidelines. Revise as appropriate.

5. Sheet FA2.1. The Boys and Girls Restrooms each show two heat detectors. Simplex addressable heat detectors are listed for 60-foot spacing. One heat detector in each restroom should be sufficient unless ceiling obstructions exist. Reevaluate and revise as appropriate.
6. Sheet FA2.2. No initiating devices are associated with the fire/smoke dampers. Provide appropriate smoke detection in accordance with CBC Section 716.3.3.2 to close the fire/smoke dampers.
7. Sheet FA2.2. Door E101 at the elevator requires a magnetic hold open that is not shown. Revise as required.
8. Sheet FA2.2. The new RPS located in Storage Room 104C requires interface wiring to the existing Simplex 4100 (Type T cable) that is not shown. Revise as required.
9. Sheet FA2.2. Sheet Notes 9 and 10 related to the PIV and backflow preventer are not shown on the drawing. Revise as appropriate.
10. Sheet FA2.3. Aon FPE recommends relocating smoke detector M6-73 (located in the east stair) from the ceiling to a side wall to facilitate more convenient servicing of the detector.
11. Sheet FA2.4. Where used, duct smoke detectors require a remote indicator light per OUSD Standards. Revise as required.
12. Sheet FA2.4. Door E201 at the elevator requires a magnetic hold-open that is not shown. Revise as required.
13. Sheet FA2.4. Sheet Note No. 2 indicates a smoke detector; however, the symbol shown on the drawing is a heat detector. Revise as appropriate.
14. Sheet FA2.4. Aon FPE recommends relocating smoke detector M6-92 (located in the west stair) from the ceiling to a side wall to facilitate more convenient servicing of the detector.
15. Sheet FA2.4. No initiating devices are associated with the fire/smoke dampers. Provide appropriate smoke detection in accordance with CBC Section 716.3.3.2 to close the fire/smoke dampers.
16. Sheet FA3.1. The Simplex TrueAlert™ Addressable Controller (RPS) has only three output channels. Floor plans and riser diagram indicate four outputs. Revise the riser and the design as appropriate.
17. Sheet FA3.2. The standby and alarm loads shown for the existing 4100-3101, IDNet modules are incorrect. The values shown are for the device loads only. Revise the calculation as appropriate.
18. Sheet FA3.2. A standby battery calculation for the Simplex TrueAlert™ Addressable Controller is not shown. Revise as required.

19. General Comment. OUSD Standards required a list of labels for all addressable devices and notification appliances that is not provided. Revise as required.
20. General Comment. Aon FPE recommends using relay modules at power panels S1 and S2 to provide a global fire/smoke damper closure rather than local relay modules at each fire/smoke damper.

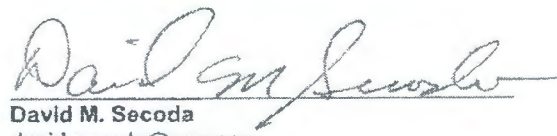
Intrusion Alarm Review Comments:

21. Sheets E4.1 and E4.2. The motion detectors should be relocated and/or repositioned in the Classroom and Lab, to detect intrusion from the perimeter openings (windows).
22. Sheets E4.1 and E4.2. The motion detectors should be relocated and/or repositioned in the corridor to detect intrusion along the length of the corridor.
23. Sheets E4.3 and E4.4. Motion detectors are not recommended in rooms with perimeter openings located above the ground level. Motion detectors should be provided in the Second Floor corridor.
24. Sheet E4. The roof access hatch should be provided with a door contact switch instead of a motion detector.
25. Sheet E7.3. The directions to the Contractor indicated in Security Riser Notes No. 8, 10, and 13 related to battery calculations, shop drawings and power supplies, should be provided by the Consultant, not the Contractor. Revise the design per OUSD Standards.
26. General Comment. OUSD Standards require a detailed intrusion alarm construction drawing. The submittal provides only device locations. Revise as required.

The submittal is not acceptable.

Sincerely,

**Aon Fire Protection Engineering Corporation**



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

cc: Al Anderson, OUSD al.anderson@consultant.ousd.k12.ca.us  
Saya Nhim, OUSD saya.nhim@consultant.ousd.k12.ca.us

DMS:MED/ds:to

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CUSTODIAL  
SPACE



May 3, 2012

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

Project: Calvin Simmons School Campus Modernization  
Oakland, CA  
KPW Proposal No. 11P305

Subject: ASR #3 District Changes to Addendum #2

Dear Brent:

Per your request, we are providing you with this fee proposal for the subject project.

As noted, the District made some changes that they wanted incorporated into Addendum 2. We modified our design to incorporate those changes. The hours noted below reflect the efforts to incorporate those changes.

Scope:

**Convert Rm.101 into a custodial space with a mop sink, and change Rm.105 into a custodial office without a mop sink. Required modification of curbs, depression of slabs, coordinating with architectural and mechanical designs, creating drawings for distribution.**

| Name            | Title            | Rate     | Hours | Total          |
|-----------------|------------------|----------|-------|----------------|
| John Westphal   | Principal        | \$180/hr | 3     | \$ 540         |
| Robert Le       | Project Engineer | \$150/hr | 4     | \$ 600         |
| Pavel Levitskiy | CAD              | \$110/hr | 3     | \$ 330         |
| <b>Total</b>    |                  |          |       | <b>\$1,470</b> |

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

Please sign one copy of this letter and return it to our office as authorization.

Very truly yours,

KPW Structural Engineers, Inc.

John Westphal, SE 4575

Principal

Accepted,

LCA Architects

By: \_\_\_\_\_

Date: \_\_\_\_\_



## HOURLY RATES SCHEDULE

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

January 2012



CUSTOMER



American Consulting Engineers Electrical, Inc.

1590 The Alameda Suite 200 San Jose, CA 95126 408/236-2312 Fax: 408/236-2316

May 3, 2012

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

Subject: Add Service for Addendum #2 @ Calvin Simmons Middle School  
Oakland Unified School District

Dear Carl,

Thank you for considering American Consulting Engineers Electrical, Inc (ACEE) for this project. I am pleased to present this proposal to provide our electrical engineering add services for additional services for Addendum #2 @ Calvin Simmons Middle School. The scope of work for the additional service is to provide revisions to rooms requested by the district.

Electrical Scope of Work

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

1. Custodial Room #105 to be converted to a Custodial Office. Provide additional GFCI Receptacles, Intercom Handsets, Telephone/Data Outlets, and Clock/Speakers as required for conversion. Revise electrical panel schedules accordingly.
2. Storage Room #101 to be converted to Custodial Room. Provide additional GFCI Receptacles as required. Revise the room's smoke detector to a heat detector and adjust the Fire Alarm Riser Diagram accordingly.

**E. Fee for Design Services:**

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

|                      |                |
|----------------------|----------------|
| Design & Engineering | <u>\$1,000</u> |
| Total                | <b>\$1,000</b> |

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

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

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

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

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

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

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

Sincerely,



Sammy Fernandez, P. E.  
Principal

SF/fl

Accepted by

\_\_\_\_\_  
Carl Campos  
LCA Architects, Inc.

Date \_\_\_\_\_



July 16, 2012

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

**RE: Additional Service Request for Professional Services related to the Calvin Simmons Project Site – 2101 35<sup>th</sup> Avenue, Oakland, California 94601 – Increments 1 and 2.**

Dear Mr. Randall:

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

This additional service request is based on email correspondence with the Client on July 12, 2012, and the Consultant’s experience working on similar projects.

Please note: ~~TASKS THAT HAVE ALREADY BEEN AUTHORIZED ARE CROSSED OUT.~~

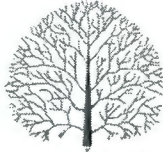
#### PROJECT UNDERSTANDING

The Oakland Unified School District is proposing to design and construct a new Career Technical Science Building, having an approximate square footage of seven thousand five hundred (7,500) square feet, on the Calvin Simmons Middle School Site. The proposed building has been designed and approved through the Division of the State Architect (DSA); however it was done so for a different project location and must be submitted and approved again.

Increment 1 will include the new 2-story Career Technical Science Building, emergency fire access and curb cut closure, possibly a 2<sup>nd</sup> floor enclosed corridor between the new building and an existing building to the north, and the required off-site improvements to serve the proposed building with utilities. The scope of work will include submitting for a P-Job Permit through the City of Oakland for utility connections in the Public Right of Way (ROW) and any changes to the curb cuts on 35<sup>th</sup> Avenue.

Increment 2 will include modernization of existing buildings, a new artificial turf soccer field, demolition of existing portable classroom buildings, the reconfiguring of a trash enclosure and site entry gates, a new staff parking lot and an exterior covered walkway along the new soccer field.

**ASR #2r2 | Item #5**



CALICHI  
CALICHI DESIGN GROUP

# CALICHI DESIGN GROUP

## SLBE / LBE Status:

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

## SCOPE OF SERVICES

### Task 1—Schematic Design (SD) (13%)

Increment 1 & 2: Already authorized.

### Task 2—Design Development (DD) (15%)

Increment 1 & 2: Already authorized.

### Task 3—Construction Documents (45%)

Increment 1 & 2: Already authorized.

### Task 4—DSA Approval and Bidding Assistance (5%)

Increment 1 & 2: Already authorized.

### Task 5—Construction Administration Assistance (20%)

Increment 1 & 2: Already authorized.

### Task 6—Close-Out Documentation and Coordination (2%)

Increment 1 & 2: Already authorized.

### Task 7—Phase 2 DSA Re-submittal

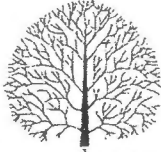
Based on the information provided by DSA on July 12, 2012, the Phase 2 documents must be re-submitted to DSA as a separate project. Under the scope of this Task, CDG shall revise the project titleblock and re-submit wet stamped and signed drawings to the Client for submission to DSA.

## Additional Services

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

- Due Diligence
- Environmental Review / Studies and Phase 1 or 2 Environmental Site Assessment (ESA)
- Cost Estimating

**ASR #2r2 | Item #5**



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Page | 3

- Topographic Survey, Boundary Survey, and Existing Utility Research / Coordination
- Traffic Signal Design and / or Traffic Impact Studies
- Dry Utility Design
- Retaining Wall, Screen Wall, and/or Sound Barrier Design
- Landscape Architecture
- Certifications
- Legal review of documents

#### Information Provided By Client

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

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

#### Schedule

CDG will provide its services in a professional manner in order to meet a mutually agreed upon schedule. We recognize the aggressive schedule of Increment 1 and we are ready and willing to meet the provided submittal deadlines.

#### Use of Information

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

#### Closure

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

ASR #2r2 | Item #5





# CALICHI DESIGN GROUP

**Method of Compensation:** *Professional Services related to the Life Academy High School Project Site – 2101 35th Avenue, Oakland, California 94601 – Increments 1 and 2.*

| Task         | Task Description                              | Increment 1 Labor Fee | Increment 2 Labor Fee | Fee Type        |
|--------------|---|-----------------------|-----------------------|-----------------|
| 1            | Schematic Design (13%)                        | \$4,160               | \$6,142               | Lump Sum        |
| 2            | Design Development (15%)                      | \$4,800               | \$7,088               | Lump Sum        |
| 3            | Construction Documents (45%)                  | \$14,400              | \$21,263              | Lump Sum        |
| 4            | DSA Approval and Bidding Assistance (5%)      | \$1,600               | \$2,362               | Lump Sum        |
| 5            | Construction Administration Assistance (20%)  | \$6,400               | \$9,450               | Lump Sum        |
| 6            | Close-Out Documentation and Coordination (2%) | \$640                 | \$945                 | Lump Sum        |
| 7            | Phase 2 DSA Re-Submittal                      | N/A                   | \$4,000               | Lump Sum        |
| <b>Total</b> |   | <b>\$0</b>            | <b>\$4,000</b>        | <b>Lump Sum</b> |

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

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

CLIENT

CaliChi Design Group

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

TITLE: Principal

DATE: \_\_\_\_\_

DATE: 07/16/2012

**ASR #2r2 | Item #5**



CALICHI  
CONCEPTS & DESIGN

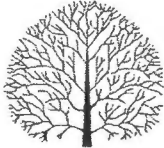
CALICHI DESIGN GROUP

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### CALICHI DESIGN GROUP STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses are included in the lump sum totals.
- (2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
  - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
  - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
  - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
  - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
  - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
  - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
  - (i) Bear all costs incident to the responsibilities of the Client.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.
- (4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within thirty (30) days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within thirty (30) days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
  - (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

ASR #2r2 | Item #5



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CALICHI DESIGN GROUP

CALICHI DESIGN GROUP

Page | 6

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

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

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

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

party upon fourteen (14) days' written notice in the event of substantial change by the other party, or upon thirty (30) days' written notice for the convenience of the terminating party, or upon thirty (30) days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

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

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

ASR #2r2 | Item #5

C ————— D  
CHICAGO, IL      DENVER, CO      FINDLAY, OH      LOS ANGELES, CA      OAKLAND, CA      SACRAMENTO, CA  
JULY 16, 2012



(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

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

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

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

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

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

(14) **Construction Phase Services.**

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

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

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



CALICHI  
CALICHI DESIGN GROUP

CALICHI DESIGN GROUP

Page | 8

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

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

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

ASR #2r2 | Item #5

C CHICAGO, IL D DENVER, CO FINDLAY, OH LOS ANGELES, CA OAKLAND, CA SACRAMENTO, CA  
JULY 16, 2012



July 13, 2012

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

Project: Phase 1B & 2, Separate DSA Application No.,  
Calvin Simmons  
Oakland, CA  
KPW Proposal No. 12P268

Subject: Fee proposal to provide structural engineering services

Dear Brent:

Per your request, we are providing this fee proposal.

This fee proposal is based on your email of Thursday, July 12, and our subsequent telephone conversations.

We understand the project scope includes the following:

- A. Provide separate submittal to DSA under a new project application for Phase 1B and 2 of the Calvin Simmons School Modernization project.
  - 1. Update title block per LCA
  - 2. Provide new specifications
  - 3. Provide new Test and Inspection form
  - 4. Reformat structural calculations for stand-alone project
- B. DSA Review and Backcheck
- C. C/A for this stand alone project, including reviews of submittals, RFI's, DSA 5 forms, site visits, project closeout, etc.

We propose to provide the structural design for the lump sum fee of \$9,700 with breakdowns by phase as follows:

|                       |         |
|-----------------------|---------|
| DSA Submittal Package | \$3,950 |
| DSA Backcheck         | \$3,250 |
| C/A                   | \$2,500 |

Reimbursables will be invoiced in addition to the lump sum fee, and include drawing plots at a rate of \$19.65/plot, overnight and courier expenses.

**ASR #2r2 | Item #5**

Mr. Brent Randall  
July 13, 2012  
Page 2 of 3



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

Very truly yours,

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

Accepted,

LCA Architects

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment -- Standard Terms & Conditions



## HOURLY RATES SCHEDULE

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

January 2012





**Capital Engineering Consultants, Inc.**

11020 Sun Center Dr., Suite 100  
Rancho Cordova, CA 95670  
TEL: (916) 851-500  
FAX: (916) 631-4424  
E-MAIL: office@capita

# PROPOSAL

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DATE: May 4, 2012

TO: LCA Architects

PROJECT: Calvin Simmons School  
Modernization

ATTN: Brent Randall, Project Architect

PROJECT NO.: CECI #110904.00

FROM: Michael Minge

SUBJECT: Extra Services Fee Proposal

---

Dear Brent,

We offer the following proposal for extra services related to the Calvin Simmons School Modernization project.

**Scope:**

HVAC: Change title block, re-number sheets and revise all plan/detail reference tags, create new general notes & legend drawing sheet, create new title-24 forms drawing sheet. 4 hours

PLUMBING: Re-number sheets and revise all plan/detail reference tags, create new general notes & legend drawing sheet, create new fixture schedule drawing sheet, create new details sheet. 4 hours

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

**Fee:**

For this effort of we propose a fee of: **\$1,800.00.**

Please call if you have any questions or require further information.

Thank you again for allowing us to offer our services.

## ASR #2r2 | Item #5

Z:\1-Work\01 - LCA Projects\C - Institutional\C02 - Educational\USD - Oakland\11060 - Calvin Simmons\A-Admin\A01 - Contracts - Client\Add Service 02\Add Service Request Bulletin #2 - Calvin Simmons School Modernization.Docx  
7/16/2012



**American Consulting Engineers Electrical, Inc.**

1590 The Alameda Suite 200 San Jose, CA 95126 408/236-2312 Fax: 408/236-2316

July 16, 2012

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

Subject: Add Service for Phase 1B and Phase 2 DSA Submittal @ Calvin Simmons Middle School  
Oakland Unified School District

Dear Carl,

Thank you for considering American Consulting Engineers Electrical, Inc (ACEE) for this project. I am pleased to present this proposal to provide our electrical engineering add services for additional services for Phase 1B and Phase 2 DSA Submittal @ Calvin Simmons Middle School. The phase 1B and Phase 2 drawings were developed as part of Increment 2 work as an addendum to Phase 1A (Science Building). The scope of work for this additional service will be to convert the addendum drawings into a separate DSA submittal under a different DSA application number. The scope of work is as follows.

**Electrical Scope of Work**

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

1. Breaking out the drawings from the Phase 1B and Phase 2 addendum drawings into a stand alone set of drawings. Additional drawings will be added as required for the set of drawings to stand alone.
2. Provide 1 set of drawings for 1<sup>st</sup> DSA submittal.
3. Review DSA comments and revise drawings as required to address DSA comments.
4. Provide final signed drawings for back check.
5. Attend DSA back check if required by the DSA comments.

**B. Fee for Design Services:**

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

|                      |                |
|----------------------|----------------|
| Design & Engineering | <u>\$4,000</u> |
| Total                | <b>\$4,000</b> |

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

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

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


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

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

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

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

Sincerely,



Sammy Fernandez, P. E.  
Principal

SF/ft

Accepted by

\_\_\_\_\_  
Carl Campos  
LCA Architects, Inc.

Date \_\_\_\_\_

**ASR #2r2 | Item #5**

**ADDITIONAL WORK AUTHORIZATION #01**

Project Number: 4299  
Date: July 16, 2012  
Project Title: Calvin Simmons School – Phase 2 Application  
To: Brent Randall, LCA Architects

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

Extra Worked  
requested by: Brent Randall, LCA Architects  
Date: July 16, 2012

**SCOPE OF WORK:**

- Repackage of set for DSA submittal
- Additional construction administration to address DSA requirements

**FEES FOR WORK:**

- |   |           |   |
|---|-----------|---|
| <input type="checkbox"/> Fixed Rate   | \$ _____  | <input type="checkbox"/> Reimbursables included in fee                |
| <input checked="" type="checkbox"/> Hourly not to exceed:   | \$850.00  | <input checked="" type="checkbox"/> Reimbursables not included in fee |
| <input type="checkbox"/> Hourly, no set maximum   | ("T & M") | <input type="checkbox"/> We are awaiting your written authorization   |
| <input checked="" type="checkbox"/> We are proceeding with this work based on your verbal authorization |           | <input type="checkbox"/> prior to proceeding with this work           |

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

ISSUED:

AUTHORIZATION CONFIRMED:

BY: *Linda Gates* ..... DATE: 7-16-12 .. BY: ..... DATE: .....

LINDA GATES  
PARTNER

**ASR #2r2 | Item #5**



Consulting Engineers

July 12, 2012

David Bogstad  
LCA Architects Inc.  
245 Ygnacio Valey Road, Suite 200  
Walnut Creek, Ca 94596

RE: OUSD Calvin Simmons Campus Improvements – Fire Protection Design (DSA Submittal Phase 1B & 2)  
Oakland, California

Dear David:

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

- 1. PROJECT DESCRIPTION**  
MK2 Engineers will provide Consulting Engineering Services in compliance with all local, state and federal codes for the DSA Submittal of the Fire Protection Design for Phase 1B & 2 of the **OUSD Calvin Simmons Campus Improvements – Fire Protection Design (DSA Submittal Phase 1B & 2)** Project, located in Oakland, California.
- 2. SCOPE OF WORK**  
The **Scope of Work** is based upon email correspondence dated July 12, 2012 with LCA Architects in regards to providing an add service request for DSA Submittal of Phase 1B & 2 on the **OUSD Calvin Simmons Campus Improvements – Fire Protection Design (DSA Submittal Phase 1B & 2)** Project. The scope assumes that DSA will not need any additional drawings, cutsheets, and/or calculations.
- 3. COMPENSATION**  
The professional fee for the Additional Services will based upon actual time spent on the project, with an estimated budget of **\$2,000.00** billed as per MK2 Engineers Standard Billing Rates (see **Attachment C – Hourly Service Rates**).
- 4. TERMS AND CONDITIONS**  
**Standard Contract Terms and Conditions** shall apply (see **Attachment D**).

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

By:     *M. Kiani*    

By: \_\_\_\_\_

Name: Mike Kiani, PE

Name: \_\_\_\_\_

Its: President

Its: \_\_\_\_\_

Date: July 12, 2012

Date: \_\_\_\_\_

**ASR #2r2 | Item #5**



Attachment C

Standard Billing Rates

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

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

REIMBURSABLE EXPENSES (As required per contract terms and project.)

| ITEM/CATEGORY                                   | RATE   |
|---|--|
| In House Reproduction                           | \$2.50 PER PRINT   |
| In House Drawing Plots                          | \$9.50 PER DRAWING   |
| Outside Consulting Services                     | Actual Cost + 15%  |
| Outside Reproduction Charges                    | Actual Cost + 15%  |
| Transportation (Air and/or Ground)              | Actual Cost + 15%  |
| Postage and Shipping                            | Actual Cost + 15%  |
| Mileage (when using MK2 Vehicles)               | \$ .55 Per Mile (or current Federal Allowance)   |
| Per Diem – (Lodging, Meals, Incidental Expense) | Per Federal GSA Standards (*Schedule of Estimated Per Diem Costs* available upon request.)           |
| In-House Photocopy, FAX and Telephone expenses. | + 2% of Base Contract Fee (this amount, when applicable, will be billed proportionally per invoice.) |

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

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

Standard Billing Rates Effective: 01, 01, 2011

**ASR #2r2 | Item #5**



Attachment D - Page 1 of 2

Standard Contract Terms and Conditions

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

**Prompt Payment:** Billing is on a basis; payment is due net days from invoice date. Late charges of 1.0% per month (12% per annum) will accrue on past due invoices. Failure of the Client to make payments to MK2 in accordance with this Agreement shall be considered substantial non-performance and is sufficient cause for MK2 to either suspend or terminate services.

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

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

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

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

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

**Client Provided Data:** MK2 shall indicate to the Client the information needed for rendering of services hereunder. The MK2 shall be entitled to rely upon the accuracy and completeness thereof.

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

**Severability:** If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

**Integration:** This Agreement and all attachments referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

ASR #2r2 | Item #5



**Attorney Fees:** In any action brought to enforce any provision of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees and costs.

**Suspension:** If the Client suspends the project for more than 90 consecutive days, MK2 shall be compensated for expenses incurred in the interruption and resumption of MK2's services. MK2's fees for the remaining services and the time schedules shall be equitably adjusted.

**Termination for Convenience:** Either party may terminate this Agreement at any time with or without cause upon giving the other party ten (10) days written notice. In the event of such termination, MK2 Engineers, Inc. will be paid in accordance with this Agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.

**Claims for Consequential Damages:** MK2 and the Client waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. MK2's liability for all other damages shall not exceed the value of the services under this agreement.

**Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of MK2's services, MK2 may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

**Arbitration:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association within a reasonable time after the claim, dispute or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**Governing Law:** California law shall govern this Agreement, and any dispute arising from the relationship between the parties, including any laws that direct the application of another jurisdiction's laws.

**Cost Opinions:** Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilization considerations of operations and maintenance costs prepared by MK2 are supplied as a guide only. Since MK2 has no control over the cost of labor and material or over competitive bidding and market conditions, MK2 does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the Client.

**Construction Support:** Construction Support services performed by MK2, whether of material or work, and whether performed prior to, during or after completion of construction, shall be performed solely for the purpose of assisting in quality control and in achieving conformance with contract drawings and specifications.

**Submittal Review:** MK2 shall review and take appropriate action on shop drawings, product data, samples and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents.

**ASR #2r2 | Item #5**





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CALICHI DESIGN GROUP

CALICHI DESIGN GROUP

Page | 1

August 1, 2012

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

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

Dear Mr. Bogstad:

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

This additional service request is based on email correspondence with the Client on August 1, 2012, and the Consultant's experience working on similar projects.

#### **PROJECT UNDERSTANDING**

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

This Additional Service Request (ASR) is for CDG to coordinate with the Client, the District, and the City of Oakland Public Works Department to design an acceptable re-routing of the existing public and on-site sanitary sewer lines to ensure continuous service during construction of the proposed building and athletic fields, as well as post construction.

#### **SLBE / LBE Status:**

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

#### **SCOPE OF SERVICES**

##### **Task 1 – Public Sewer Line Relocation Coordination and Design**

CDG will use the pothole and sewer line tracing information provided by the Contractor to generate two (2) schematic level options (Options A and B) as follows:

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- Option A - Develop a schematic design for the abandonment of the existing 8" public sewer line under the existing main building and relocation along the North property line and tie into the existing 27" sewer main in 35th Avenue with a new manhole. The existing on-site sanitary sewer lines that tie into the existing 8" public sewer line South of the main school building will be relocated to flow East to 35th Avenue. With this scenario the public sewer line will be removed from under the existing building.
- Option B - Develop a schematic design for the relocation of the existing 8" public sewer line in the existing concrete play area just South of the existing main building and tie into the existing 27" sewer main in 35th Avenue with a new manhole. The existing on-site sanitary sewer lines that tie into the existing 8" public sewer line will be routed through the site to connect to this new public sewer line. With this scenario the public sewer line will remain under the existing building.

The design options will need to be presented to the District, DSA, and the City of Oakland Public Works Department for coordination and comment. Once the preferred Option is selected, CDG will revise the existing Increment 1 and Increment 2 Construction Documents (CD's), as well as develop a separate set of public sewer plans for the project. These public sewer plans may include:

- (1) Cover and General Notes Sheet - Project information, abbreviations, legend, contact information, and construction notes.
- (1) Existing Conditions and Demolition Plan - The existing site topographic and surface features for the site and denote the items to be demolished, relocated, or preserved.
- (1) Plan and Profile - The Plan and Profile sheet will include a plan view and a profile view of the relocated public sewer main.
- (1) Detail and Sections Sheets - Sections and standard details specified on the plans.
- (1) Erosion Control Plan, Notes, and Details - The notes and details for the implementation of best management practices (BMPs) to control construction related runoff from the project site.

In addition, CDG will provide the following:

- Coordinate our work with the design team.
- Prepare Technical Specifications for the civil portion of the work.
- Develop or review Client-provided Opinion of Probable Construction Cost (OPCC).
- Attend a meeting with LCA at the Division of State Architect (DSA) to discuss the sewer re-alignment options.
- Attend a meeting with LCA at the City of Oakland Public Works Department to discuss the sewer re-alignment options.
- Issue up to one (1) full-size set, up to two (2) half-size sets, and electronic copies (PDF and AutoCAD 2005) of 50% Construction Documents and 90% Construction Documents to the Client for review and comment.

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- Issue up to three (3) full-size, stamped and signed sets to the Client for submission to the Division of the State Architect (DSA) at 100% Construction Documents (DSA Submittal).
- Issue up to three (3) full-size, stamped and signed sets to the City of Oakland Public Works Department at 100% Construction Documents as an addendum to the existing P-Job Permit.
- CDG will respond to up to one (1) round of comments from both DSA and the City of Oakland for revised design documents.

Any design outside the property line will be submitted as an addendum to the previously approved City of Oakland P-Job Plans. CDG will provide location and elevation but not structural design of retaining walls, if required.

#### **Task 2 – On-Site Sanitary Sewer Coordination and Design**

CDG will use the pothole and sewer line tracing information provided by the Contractor to generate revisions to the DSA approved plans. These revisions will need to be presented to the District and DSA for coordination and comment. Once the modifications are approved, CDG will revise the existing Increment 1 and Increment 2 Construction Documents (CD's) for the project and issue the changes as an addendum.

In addition, CDG will provide the following:

- Coordinate our work with the design team.
- The document changes generated for this Task will be submitted to DSA as a part of Task 1.

#### **Task 3 – Public Sewer Approval and Bidding Assistance**

CDG will provide bidding assistance for up to eight (8) hours for the following Bidding Phase Assistance:

- Assistance with review of bids.

CDG will only respond to bid questions from the Architect (whom we have a contractual relationship with) to ensure that one bidder doesn't have an advantage over another.

#### **Task 4 – Public Sewer Construction Administration Assistance**

CDG will provide up to eight (8) hours of Construction Phase Services and will be limited to the following:

- Attend meetings on site to observe the construction of the civil related site work. During such visits, CDG will review the SWPPP log maintained by the Contractor. Based on our observations, CDG will inform the Client as to the progress of work, and advise the Client of any substantial visible defects in the work of the contractor that are discovered by CDG or are otherwise brought to CDG's attention.

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- Assist the Owner/Client in Civil related Requests for Information and Contractor submittals during construction.
- Prepare up to one (1) civil punch list (per Increment) prior to close-out of the project.

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

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

#### Task 5 – Public Sewer Close-Out Documentation and Coordination

CDG will provide up to one set of clean record drawings of horizontal civil improvements for the Public Sewer Line drawings. These drawings will be based on a single consolidated, redlined set of construction documents provided by the Contractor.

The deliverable for this task will be up to one (1) full-size bond copy, up to one (1) half-size bond copy and an electronic copy (AutoCAD 2004 and pdf) provided to the Client.

#### Additional Services

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

- Topographic Survey, Boundary Survey, and Existing Utility Research / Coordination
- Retaining Wall, Screen Wall, and/or Sound Barrier Design
- Certifications

#### **Information Provided By Client**

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

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

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**Schedule**

CDG will provide its services in a professional manner in order to meet a mutually agreed upon schedule. We recognize the aggressive construction schedule of Phase 1 and we are ready and willing to meet the provided submittal deadlines.

**Use of Information**

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

**Closure**

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



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**Method of Compensation:** *Professional Services related to the Life Academy High School Project Site – 2101 35th Avenue, Oakland, California 94601 – Public Sewer Main Relocation.*

| Task         | Task Description   | Phase 1 Labor Fee | Phase 2 Labor Fee | Fee Type        |
|--------------|--|-------------------|-------------------|-----------------|
| 1            | Public Sewer Line Relocation Coordination and Design       | \$4,000           | N/A               | Lump Sum        |
| 2            | On-Site Sanitary Sewer Coordination and Design             | \$400             | \$400             | Lump Sum        |
| 3            | Public Sewer Approval and Bidding Assistance               | \$800             | N/A               | Lump Sum        |
| 4            | Public Sewer Line Construction Administration Assistance   | \$800             | N/A               | Lump Sum        |
| 5            | Public Sewer Line Close-Out Documentation and Coordination | \$800             | N/A               | Lump Sum        |
| <b>Total</b> |  | <b>\$6,800.00</b> | <b>\$400</b>      | <b>Lump Sum</b> |

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

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

ACCEPTED:

**LCA Architects, Inc.**

**CaliChi Design Group**

BY: \_\_\_\_\_

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

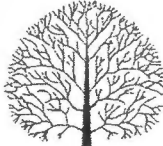
TITLE: \_\_\_\_\_

TITLE: Principal

DATE: \_\_\_\_\_

DATE: 08/01/2012

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### CALICHI DESIGN GROUP STANDARD PROVISIONS

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

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

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

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

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

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

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

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

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.

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

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an

anticipation of the Client's requirements permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

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

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within thirty (30) days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within thirty (30) days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

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

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

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

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

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

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

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

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

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(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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**LCA PROPOSED FEE INCREASES**

|    |           |           |   |
|----|-----------|-----------|---|
| #1 | 6/8/2012  | \$245,675 | Design Fee Structure  |
| #2 | 6/11/2012 | \$175,000 | Design Fee Structure (Reduced)  |
| #3 | 6/21/2012 | \$187,690 | <ul style="list-style-type: none"> <li>Item: Increase based on GC's Construction Cost</li> <li>Item: Add #2 work -New clock, bell, PA System;Revision of custodian spaces.</li> <li>Item: Revise intrusion alarm standards</li> </ul>   |
| #4 | 7/16/2012 | \$186,240 | <ul style="list-style-type: none"> <li>Item: Design 10 classroom addition,elevation studies, site studies, explored classrooms in gym.</li> <li>Item: Modify classrooms, library, add bathrooms, convert teen center to classroom</li> <li>Item: Modify fire alarm drawings to comply with new standard</li> <li>Item: Add #2 work - New clock, bell, PA System; Revision of custodian spaces</li> <li>Item: Add increment 2 work to scope before bidding then revised all document for DSA. Package was rejected by DSA and revised again to submit as seperate project</li> </ul>   |
| #5 | 8/1/2012  | \$175,570 | <ul style="list-style-type: none"> <li>Item: Design 10 classroom addition, elevation studis, site studies, explored classrooms in gym.</li> <li>Item: Modify classrooms, library, add bathrooms, convert teen center to classroom.</li> <li>Item: Modify fire alarm drawings to comply with new standard</li> <li>Item: Add #2 work - New clock bell, PA System; Revision to custodian spaces</li> <li>Item: Add increment 2 work to scope before bidding then revised all documentsfor DSA. Package was rejected by DSA and revised again to submit as separate project</li> <li>Item: Increase scope of work to include Sanitary Sewer</li> </ul> |

Client#: 257

LCAARCHIT

|   |  |   |
|---|--|---|
| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>  |  | DATE (MM/DD/YYYY)<br>6/18/2012  |
| <b>PRODUCER</b><br>Dealey, Renton & Associates<br>P. O. Box 12675<br>Oakland, CA 94604-2675<br>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. |
| <b>INSURED</b><br>LCA Architects, Inc.<br>245 Ygnacio Valley Road, #200<br>Walnut Creek, CA 94596           |  | <b>INSURERS AFFORDING COVERAGE</b>  |
|   |  | <b>NAIC #</b>   |
|   |  | INSURER A: Hartford Casualty Insurance Co.<br>INSURER B: American Automobile Ins. Co.<br>INSURER C: Catlin Insurance Company, Inc.<br>INSURER D: Hartford Underwriters Ins. Co.<br>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 | ADD'L INSR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|----------|------------|--|---------------|----------------------------------|-----------------------------------|--|
| A        |            | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 57SBALQ8132   | 05/30/12                         | 05/30/13                          | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000  |
| D        |            | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | 57UECHS9127   | 05/30/12                         | 05/30/13                          | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>ACG \$ |
| A        |            | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br>DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$10000   | 57SBALQ8132   | 05/30/12                         | 05/30/13                          | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$<br>\$   |
| B        |            | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | WZP80998697   | 01/01/12                         | 01/01/13                          | <input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000  |
| C        |            | OTHER Professional Liability   | AED981851212  | 12/01/11                         | 12/01/12                          | \$2,000,000 per claim<br>\$2,000,000 annl agr.   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**General Liability Excludes Claims Arising Out of the Performance of Professional Services.**  
 Ref: Architect and Engineering Agreement-Loving & Campos Architects (LCA)  
 Calvin Simmons Improvements and Career Tech Lab-\$1,000,636.00.  
 (See Attached Descriptions)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>Oakland Unified School District<br>Attn: Susie Butler-Berkley<br>Contract Analyst<br>955 High Street<br>Oakland, CA 94601 | <b>CANCELLATION 10 Days for Non-Payment</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, EXCEPT IN THE CASE OF NON-PAYMENT OF PREMIUMS.<br>AUTHORIZED REPRESENTATIVE<br><i>Julie La Nelson</i> |
|--|---|

## AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

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


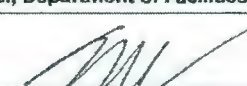

| Contractor Information |   |                  |   |
|------------------------|---|------------------|---|
| Contractor Name        | Loving and Campos Architects (LCA)  | Agency's Contact | Carl Campos   |
| OUSD Vendor ID #       | 1010791   | Title            | AOR   |
| Street Address         | 1900 Broadway Avenue, Suite 800   | City             | Oakland State CA Zip 94621  |
| Telephone              | 510-272-1060  | Policy Expires   | 5-30-2013   |
| Contractor History     | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                  | Worked as an OUSD employee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| OUSD Project #         | 07140   |                  |   |

| Term                 |            |  |            |
|----------------------|------------|--|------------|
| Date Work Will Begin | 10-27-2011 | Date Work Will End By<br>(not more than 5 years from start date) | 12-31-2013 |

| Compensation                  |    |                              |                |
|-------------------------------|----|------------------------------|----------------|
| Total Contract Amount         | \$ | Total Contract Not To Exceed | \$1,199,566.00 |
| Pay Rate Per Hour (if Hourly) | \$ | If Amendment, Changed Amount | \$ 175,570.00  |
| Other Expenses                |    | Requisition Number           |                |

| Budget Information   |                |            |             |              |
|--|----------------|------------|-------------|--------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. |                |            |             |              |
| Resource #   | Funding Source | Org Key    | Object Code | Amount       |
| 9299, 9399, 9499, 9599, 9699   | Measure B      | 2059901821 | 6215        | \$175,570.00 |

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. No goods or services shall be provided until a PO is issued. Knowledge services were not provided before a PO was issued.

|    |  |   |               |               |            |              |
|----|--|---|---------------|---------------|------------|--------------|
|    | <b>Division Head</b>   | Charles Love  | <b>Phone</b>  | 510-535-7081  | <b>Fax</b> | 510-535-7082 |
| 1. | <b>Capital Program Contract &amp; Accounting Manager</b>                 |   |               |               |            |              |
|    | Signature  |  | Date Approved | 9-13-12       |            |              |
| 2. | <b>General Counsel, Department of Facilities Planning and Management</b> |   |               |               |            |              |
|    | Signature  |  | Date Approved | 10-1-12       |            |              |
| 3. | <b>Associate Superintendent, Facilities Planning and Management</b>      |   |               |               |            |              |
|    | Signature  |  | Date Approved |               |            |              |
| 4. | <b>President, Board of Education</b>                                     |   |               |               |            |              |
|    | Signature  |   |               | Date Approved |            |              |

| Board Office Use: Legislative File Info |            |
|---|------------|
| File ID Number                          | 12-0594    |
| Committee                               | Facilities |
| Introduction Date                       | 2-22-2012  |
| Enactment Number                        | 12-0591    |
| Enactment Date                          | 2-22-12-93 |



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

To Board of Education

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

Board Meeting Date February 22, 2012

Subject Amendment No.1, Independent Contractor Agreement - Loving & Campos (LCA) Architects - Calvin Simmons Improvements and Career Tech Lab Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement with Loving & Campos (LCA) Architects for Architectural Services on behalf of the District at Calvin Simmons Improvement and Career Tech Lab Project, in an amount not to exceed \$23,360.00 increasing previous contract amount from \$1,000,636.00 to a not to exceed amount of \$1,023,996.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The District is targeting a June 2012 approval from the Division of State Architect (DSA) to secure matching funds for the Career Tech Lab at Simmons for Life Academy. This requires a very aggressive schedule that dictates a redesign for any revisions now that the design team has started construction documents.

**Local Business Participation Percentage** 100.00%

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

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



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

---

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

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

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement with Loving & Campos (LCA) Architects for Architectural Services on behalf of the District at Calvin Simmons Improvement and Career Tech Lab Project, in an amount not-to exceed \$23,360.00 increasing previous contract amount from \$1,000,636.00 to a not to exceed amount of \$1,023,996.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

GO Bond-Measure B

Attachments

- Independent Contractors Amendment including scope of work



## AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Loving and Campus Architects (LCA). OUSD entered into an Agreement with CONTRACTOR for services on October 27, 2011, and the parties agree to amend that Agreement as follows:

|  |  |   |
|--|--|---|
| 1. Services:   | <input type="checkbox"/> The scope of work is <u>unchanged</u> .                   | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> .  |
| <p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis.</u></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 \$23,360.00 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, twenty-three thousand, nine hundred ninety-six dollars (\$1,023,996.00)</u></p>  |  |   |

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

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London  
Jody London, President, Board of Education      Date 2/23/12

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary  
Board of Education      Date 2/23/12

Timothy White  
Timothy White, Associate Superintendent  
Facilities, Planning and Management      Date 2/23/12

CONTRACTOR

Carl E Campos  
Contractor Signature      Date 2/21/12

CARL E CAMPOS, CEO  
Print Name, Title

AMENDMENT

12-0544  
2-22-12



EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Loving & Campos Architects (LCA)

Billing Rate: Twenty-three thousand, three hundred sixty dollars and no cents (\$23,360.00)

Description of Services to be Provided

1. **Goals or Objectives**  
The contractor is to provide updated plans to eliminate some administrative spaces.
  2. **Description of Services to be Provided**  
The scope of the amendment is based on the operational input the District requested the architect revise the plan at that time to eliminate some administrative spaces after a large portion of design was in place. This action prompted a redesign of the architectural base drawings and a complete recalculation of the structural analysis.
  3. **Deliverables**  
List the specific things the contractor will deliver as a result of this contract. Deliverables should be quantifiable.
-



October 25, 2011

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

Project: District Changes – October 3, 2011  
 Calvin Simmons Modernization  
 Oakland, CA  
 KPW Proposal No. 11P347

Subject: Additional Service Fee proposal to provide structural engineering services

Dear Brent:

Per your email dated October 19, 2011, we understand the District has requested changes to the design. Our 50% CD submittal was posted on October 12, 2011, per your schedule.

The District changes are fairly extensive throughout the building. They require changes to the structural design, drawings, and structural calculations.

We have broken down the modifications into a list of items with estimated hours to adjust our design, drawings, and structural calculations, as follows:

| Item  | Description   | Labor by Title |    |     |
|-------|---|----------------|----|-----|
|       |   | PIC            | PE | CAD |
| 1 & 2 | Eliminate Lobby<br>Eliminate Corridor<br>Adjust restroom, east stairs<br>Modify Shearwalls line 2, A, C | 4              | 18 | 8   |
| 3     | Flip Health Classroom with Science Lab<br>Modify Shearwalls line 4, 3.9                                 | 1              | 8  | 4   |
| 4     | Modify West Stair<br>Add fire riser closet<br>Modify Shearwalls line O                                  | 1              | 4  | 2   |
| 5     | Modify Shearwalls line G&I  | 2              | 4  | 2   |
| 6     | Relocate entry gate structure in plan<br>Details unchanged  | 0              | 2  | 4   |

Mr. Brent Randall  
October 25, 2011  
Page 2 of 2



|    |   |                |                |                 |
|----|---|----------------|----------------|-----------------|
| 7  | Modify dimensions of bridge structure<br>Re-do structural analysis and connection design<br>Revise drawings | 4              | 12             | 4               |
| 8  | Modify openings Line 5  | 0              | 2              | 2               |
| 9  | Reconfigure 2 <sup>nd</sup> story restroom  | 0              | 2              | 2               |
| 10 | Modify extents of flat roof/mansard<br>Modify mech eqpt layout, loading<br>Modify skylights                 | 6              | 12             | 8               |
|    | <b>Total Hrs</b>  | <b>18</b>      | <b>64</b>      | <b>36</b>       |
|    | <b>Rate</b>   | <b>\$180</b>   | <b>\$140</b>   | <b>\$110</b>    |
|    | <b>Sub-Total</b>  | <b>\$3,240</b> | <b>\$8,960</b> | <b>\$3,960</b>  |
|    | <b>Total</b>  |                |                | <b>\$16,160</b> |

We propose to provide the above noted services for the lump sum fee of \$16,160 as a supplement to our original agreement.

We understand there will be another 50% CD submittal on November 2, 2011, with 90% submittal November 23, 2011, and DSA submittal December 5, 2011. We are actively adjusting our designs currently to reflect the changes above to accommodate the aggressive schedules on this project.

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

We hope you find this proposal acceptable. This letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office.

KPW Structural Engineers, Inc.

LCA Architects

John Westphal, SE 4575

Principal

By: \_\_\_\_\_

Date: \_\_\_\_\_


|  |            |
|--|------------|
| Board Office Use: Legislative File Info. |            |
| File Number                              | 11-2894    |
| Committee                                | Facilities |
| Introduction Date                        | 11-8-2011  |
| Enactment Number                         |            |
| Enactment Date                           |            |



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

To Board of Education

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

Board Meeting Date November 16, 2011

Subject Agreement for Architectural Services - Loving & Campos Architects (LCA) - Calvin Simmons Improvements and Career Tech Lab Project

**Action Requested** Approval by the Board of Education of an Agreement for Architectural Services with Loving & Campos Architects (LCA) for Architectural and Engineering Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$1,000,636.00. The term of this Agreement shall commence on November 8, 2011 and shall conclude no later than July 1, 2013.

**Background** OUSD owns the Red Cross Building on International Blvd. Life Academy was relocated from the Fremont Campus to Red Cross. During the application process for a career tech lab grant the District discovered the site was not compliant with school construction standards and the students were relocated to Calvin Simmons. Funds were Board approved for constructing the lab and campus improvements at Calvin Simmons.

**Local Business Participation Percentage** 100.00%

**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



OAKLAND UNIFIED  
SCHOOL DISTRICT

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

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

**Recommendation**

Approval by the Board of Education of an Agreement for Architectural Services with Loving & Campos Architects (LCA) for Architectural and Engineering Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$1,000,636.00. The term of this Agreement shall commence on November 8, 2011 and shall conclude no later than July 1, 2013.

**Fiscal Impact**

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

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

2059901820-6215

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AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

WITH

**Loving & Campos Architects (LCA)**

FOR

**Calvin Simmons Improvements and  
Career Tech Lab**

**September 23, 2011**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of **September 23, 2011**, between the Oakland Unified School District, a California public school district, ("District") and **Loving & Campos Architects (LCA)**. ("Architect") (both collectively "Parties"), for the following project ("Project"):

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.
  - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required
  - 1.1.6. **Construction Budget:** The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs.
  - 1.1.7. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, financing or

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

other costs which are the responsibility of the District, including construction management.

- 1.1.8. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.9. **District:** The Oakland Unified School District.
- 1.1.10. **DSA:** The Division of the State Architect.
- 1.1.11. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.12. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.13. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

**Article 2. Scope, Responsibilities, And Services Of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, the California Code of Regulations, including the California Green Building Standards Code, effective 01/01/2011, and other amendments. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to contractor(s) pursuant to a competitive bid process and a construction manager and/or contractor(s) may provide input to the Architect on the constructability and design features of the Project.
- 2.4. Architect acknowledges that all California public school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:
  - 2.4.1. A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs,

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

gutters, ditches, man-made channels, and storm drains.

2.4.2. A Storm Water Pollution Prevention Plan (SWPPP) at:

2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.

2.4.2.2. Construction sites where:

2.4.2.2.1. one (1) or more acres of soil will be disturbed, or

2.4.2.2.2. the project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.

2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required, Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this Subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscapers, and interior designers, licensed as such by the State of California as part of the basic services under this agreement. The names of consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Architect under terms of the Agreement.

commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program, if any. If the Architect employs consultant(s), the Architect shall ensure

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's Labor Compliance Program, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.8. Architect shall provide Services required to obtain any local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Contactor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking RFI's, providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and contractors on each of the Projects. The District reserves the right to retain the services of a Program Manager or Construction Manager or both at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District. In addition, the District may have the Program Manager or Construction Manager perform a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

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- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
  - 2.13.1. Ground contamination or hazardous material analysis.
  - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
  - 2.13.4. Historical significance report.
  - 2.13.5. Soils investigation.
  - 2.13.6. Geotechnical hazard report, except as indicated in Exhibit "A."

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities [All blanks below must be filled in by Architect and approved by District]:

|  |                          |
|--|--------------------------|
| Project Expenses:                      | <u>\$200,000</u>         |
| Associate:                             | <u>\$210.00</u>          |
| Project Manager:                       | <u>\$190.00</u>          |
| Project Architect:                     | <u>\$135 to \$180.00</u> |
| Quality Control Manager:               | <u>\$190.00</u>          |
| Specifications Writer:                 | <u>\$190.00</u>          |
| Job Captain:                           | \$110.00 to \$125.00     |
| Designer                               | \$90.00 to \$170.00      |
| 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                 |

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- 3.3. The Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code Section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

**Article 4. Schedule Of Services**

The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its consultant(s)' reasonable control.

**Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to

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deliver the Project within the Construction Cost Budget.

5.3. If any of the following events occur:

5.3.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget, or

5.3.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget, or

5.3.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:

5.3.2.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.

5.3.2.2. Authorize the Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.

5.3.2.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

5.3.2.4. Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

**Article 6. Fee And Method Of Payment**

6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to **One million, six hundred thirty-six Dollars (\$1,000,636.00).**

6.2. District shall pay Architect the Fee pursuant to the provisions of Exhibit "D."

6.3. Architect shall bill its work under this Agreement in accordance with

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**Exhibit "D."**

- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in Exhibit "D."
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

**Article 7. Payment For Extra Services Or Changes**

District-authorized services outside of the scope in Exhibit "A" or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in Exhibit "B" only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, the Architect will be paid by the District as described in Exhibit "B" for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that the Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two business days after the District receives confirmation of the request from the Architect.

**Article 8. Ownership Of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a

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CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One set of non-fixed image CADD drawing files in DXF or DWG or both format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
  - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

completed documents without the Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend and hold the Architect, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks

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and other information that might identify the Architect and the Architect's consultants.

**Article 9. Termination Of Contract**

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Architect.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as Indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may Invoice District and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay the Architect only the fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, the Architect may terminate this Agreement by giving written notice.



- 12.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

**Article 13. Liability Of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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 for the Services performed in connection with this Agreement.
- 13.2. 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 Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

**Article 14. Nondiscrimination**

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 15. Insurance**

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in Exhibit "E."

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in Exhibit "E."

**Article 16. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

**Article 18. Non-Assignment Of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 20. Alternative Dispute Resolution**

All claims, disputes or controversies arising out of, or in relation to the

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interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

**Article 21. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Article 22. Employment Status**

22.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

22.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

22.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

22.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the

foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.

22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 23. Certificate Of Architect**

23.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

23.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

23.3. Architect certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

**Article 24. Cost Disclosure - Documents And Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**District:**  
Oakland Unified School District  
Facilities Department  
955 High Street  
Oakland, CA 94601  
ATTN: Tadashi Nakadegawa

**Architect:**  
Loving & Campos Architects  
1970 Broadway Avenue,  
Suite 800  
Oakland, CA 94612  
ATTN: Carl Campos

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OAKLAND UNIFIED SCHOOL DISTRICT

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**Article 26. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating the Architect's good faith efforts to meet these goals.

**Article 27. District's Right to Audit**

- 27.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any sub-consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 27.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.
- 27.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 27.4. The Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall



submit exact duplicates of originals of all requested records to the District.

- 27.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all subconsultants.
- 27.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

**Article 28. Other Provisions**

- 28.1. The Architect shall be responsible for the cost of construction change orders caused directly by the Architect's willful misconduct or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared construction documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 28.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.
- 28.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be

**Article 29.** Exhibits A through E attached hereto are hereby incorporated by this reference and made a part of this Agreement.

**Article 30. Roofing Certification (If Applicable)**

Architect shall execute the Roofing Certification attached hereto as **Exhibit "F"** for Services containing a roof repair or replacement project. Architect shall submit the Roofing Certification to the District prior to the time Services are engaged.

ACCEPTED AND AGREED on the date indicated below:

ARCHITECT

By: [Signature]  
Its:

10/13/11  
Date

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]  
Jody London, President, Board of Education

11/17/11  
Date

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

11/17/11  
Date

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

Date

APPROVED AS TO FORM:

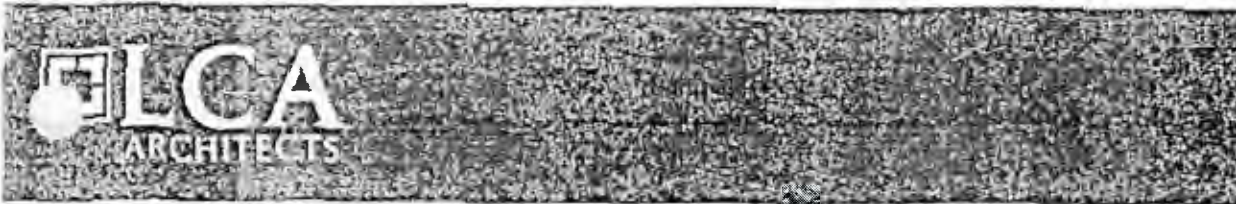
Cate Boskoff, Facilities Legal Counsel

10-15-11  
Date

File ID Number: 11-2894  
Introduction Date: 11-8-11  
Enactment Number: 11-2327  
Enactment Date: 11-16-11  
By: [Signature]

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OAKLAND UNIFIED SCHOOL DISTRICT



245 YGNACIO VALLEY ROAD    WALNUT CREEK, CA 94596    TEL: 925.944.1626    FAX: 925.944.1666  
1970 BROADWAY, SUITE 800    OAKLAND, CA 94612    TEL: 510.272.1060    FAX: 510.272.1066

September 8, 2011

Tadashi Nakadegawa  
Director of Facilities  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Reference:    OUSD – Calvin Simmons  
                  School Campus Improvements  
                  LCA #11060

Dear Mr. Nakadegawa:

1.    LCA Architects, Inc. is pleased to be selected as the architect for this project, and we are equally pleased to submit this proposal.
  
2.    Our understanding of the **Scope of Work** is to provide design services, construction document preparation for agency processing, bidding, construction administration, and closeout assistance for the modernization work at the existing Calvin Simmons School Campus. Specifically we understand our task to be the following per the LCA Architects Preliminary Design Package dated 8/30/2011 & the OUSD Memo to the Board of Education dated 2/23/2011 (see attached for both documents):
  - A.    Increment #1 (Career Technical Science Building)
    - 1)    District has allocated approximately **\$4.82 million** (including 10% construction contingency) for construction of the building.
    - 2)    Science Building was originally designed and approved by DSA on 12/2/10 for a different school site on International Boulevard (DSA preparing plans for this project).
    - 3)    The layout of the science classrooms will remain essentially the same as the previous project with some changes: reconfigure staircases, enclose the science classroom corridor (better security), add a new entry lobby and exterior entry gateway for Life Academy High School, and add a second floor bridge to connect to the existing main building.
    - 4)    Building to be located along 35th Avenue in place of the existing fenced-in parking lot, and configured to provide a pedestrian street along the west face of the existing 2-story main building.
    - 5)    OUSD is very interested in incorporating passive heating / cooling / cross-ventilation measures.
    - 6)    Building is to be CHPS-verified.

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- 7) The District would like the ability to add standard classrooms to the single-loaded corridor, so the building needs to be Type V-A (1-Hour Rated) Construction. The exterior corridor wall needs to be designed / engineered to accommodate the future expansion of the building. Future classrooms will not be built as part of either Increment #1 or Increment #2.
- 8) Add Alternate #1: South exterior metal walkway canopy between exterior entry gateway and 2nd floor bridge connection to existing 2-story main building.
- 9) Project must have General Contractor under contract by no later than 6/8/2012 in order for project to potentially qualify for transfer of CTEC grant funding of \$2.26 million to this specific school site.

B. Increment #2 (Existing Campus Modernization)

- 1) District has allocated approximately \$4.39 million (including 10% construction contingency) for construction of site improvements & modernization efforts inside the main building.
- 2) Provide artificial turf field sized for a U-11 soccer field with sprinkler system for cooling.
- 3) Provide pedestrian street along the west side of the 2-story main building.
- 4) Reconfigure existing trash enclosure and entry gates along 34th Avenue to discourage neighborhood dumping and improve emergency fire department and staff parking access from Galindo Street.
- 5) Secure perimeter fencing.
- 6) Install CCTV surveillance camera system throughout the site.
- 7) Remove (3) existing portable classrooms.
- 8) Provide fenced asphalt parking lot for School Staff along 34th Avenue
- 9) Modernize existing buildings on campus as follows:
  - Create separation inside the main building between the two schools
  - Provide air conditioning at the second floor of the main building (passive measures preferred)
  - Convert existing science laboratories to regular classrooms
- 10) Add Alternate #1: North exterior metal walkway canopy (starts at 2nd floor bridge connection to existing 2-story main building and heads north)
- 11) Add Alternate #2: Provide interactive whiteboards and wireless networks for all classrooms (both schools).
- 12) Add Alternate #3: Provide tenant improvements in the existing Teen/Parent Center

3. This Scope of Work will require the design / engineering services of the following Project Team: Architect, Surveyor, Civil Engineer, Structural Engineer, Mechanical Engineers (HVAC& Plumbing / Fire Sprinkler System / 3rd-Party CHPS Verification), Landscape Architect, and Cost Estimator.
4. **Project Schedule & Increments:** We understand there is a requirement by OPSC for the School District to be under contract with a General Contractor for the construction of the Career Technical Science Building by no later than June 10, 2012 in order to qualify for CTEC grant funding previously allocated for a different school property on International Boulevard. Given this constraint, the Project is to be divided into two Increments, each having a unique DSA application number: Increment #1 – Career Technical Science Building, and limited associated site improvements, and Increment #2 – Calvin Simmons Campus Improvements.

A. Increment #1 (Career Technical Science Building) <sup>(1)</sup>  
 Project Schedule

| Description                | Start Date | Completion Date |
|----------------------------|------------|-----------------|
| Schematic Design           | 8/22/11    | 9/2/11          |
| Design Development         | 9/6/11     | 9/23/11         |
| Construction Documents     | 9/26/11    | 11/22/11        |
| Building Department Review | 11/22/11   | 3/30/12         |
| Bidding <sup>(2)</sup>     | 4/2/12     | 6/8/12          |
| Construction / Close-Out   | 6/11/12    | TBD             |

(1) Assumes Public Bid with Multiple General Contractors  
 (2) General Contractor must be in contract with District by 6/10/12

B. Increment #2 (Existing Campus Modernization) <sup>(1)</sup>  
 Project Schedule

| Description                    | Start Date | Completion Date |
|--------------------------------|------------|-----------------|
| Schematic Design / Programming | 8/17/11    | 12/9/11         |
| Building Department Review     | 7/20/12    | 12/28/12        |
| Bidding                        | 12/31/12   | 3/1/13          |
| Construction / Close-Out       | 3/4/13     | TBD             |

(1) Assumes Public Bid with Multiple General Contractors

5. **Professional Services:** Our services to meet your program objectives will be as follows:
- A. **Schematic Design:** We will meet with user groups and the District to develop a program of uses. Based on this program, we will prepare schematic plans addressing the various components of the program. We will coordinate with a professional estimator at this stage to provide a schematic cost estimate. We will assist the District in identifying and applying for state and other available funding, including the preparation of documents required as a condition of such funding.
  - B. **Design Development:** We will prepare design development level plans, and documents to further develop the project.
  - C. **Construction Documents:** Prepare plans and specifications for the programmatic components of the design. This work will be suitable for DSA processing, and in preparation for subsequent approvals and bidding. We would prepare a 90% construction document cost estimate based on this document level.
  - E. **Assist in obtaining local fire and DSA approvals:** This scope would include coordination with the pre-selected Structural Engineer ~~when has begun reviews with DSA seeking acceptance requirements with DSA for conversion of a non-conforming building.~~ <sup>omit Mt 9/11/11</sup>
  - F. **Bidding / Construction Administration:** Assist with bidding process, perform periodic site visits and review of submittals, paperwork processing, prepare a punch list and a final inspection.
  - G. **Process Close Out Documentation.**
  - H. **Additional Services** will be those services and meetings not expressly set forth above. Additional services will not be performed without the Owner's authorization. Additional Services will be performed on an Hourly Fee Basis.

6. **Fee Schedule:** Our fees for the above described services are based on OPSC fee guidelines of the preliminary construction budgets of \$4,820,000.00 for Increment #1 and \$4,390,000.00 for Increment #2. We have included a cost for reimbursables, agency fees, and CHPS processing option in our fees. The fees are broken down as follows:

**Increment #1**

|   |                             | % of OPSC<br>Guideline | \$ Amount           |
|---|-----------------------------|------------------------|---------------------|
| A.  | Schematic Design            | 13%                    | \$66,235.00         |
| B.  | Design Development          | 15%                    | \$76,425.00         |
| C.  | Construction Documents      | 45%                    | \$229,275.00        |
| D.  | Fire & DSA Approvals        | 5%                     | \$25,475.00         |
| E.  | Bidding/Construction Admin. | 20%                    | \$101,900.00        |
| F.  | Closeout                    | 2%                     | \$10,190.00         |
| OPSC Guideline Subtotal                                       |                             |                        | \$509,500.00        |
| <hr/>   |                             |                        |                     |
|   | PLS Site Survey             | Fixed Fee              | \$15,560.00         |
|   | Reimbursables               | Fixed Fee              | \$12,000.00         |
|   | Agency Fees                 | Allowance              | \$8,000.00          |
|   | CHPS Verification           | Fixed Fee              | \$30,000.00         |
| Project Costs Subtotal  |                             |                        | \$65,560.00         |
| <hr/>   |                             |                        |                     |
| Total (OPSC + Project Costs)                                  |                             |                        | \$575,060.00        |
| Amount billed to Life Academy Contract (100% SD + PLS Survey) |                             |                        | (-\$81,795.00)      |
| <b>Increment 1 Total Fee</b>                                  |                             |                        | <b>\$493,265.00</b> |

**Increment #2**

|   |                             | % of OPSC<br>Guideline | \$ Amount           |
|---|-----------------------------|------------------------|---------------------|
| A.  | Schematic Design            | 13%                    | \$60,645.00         |
| B.  | Design Development          | 15%                    | \$69,975.00         |
| C.  | Construction Documents      | 45%                    | \$220,320.00        |
| E.  | Bidding/Construction Admin. | 20%                    | \$93,300.00         |
| F.  | Closeout                    | 2%                     | \$9,330.00          |
| OPSC Guideline Subtotal                         |                             |                        | \$466,500.00        |
| <hr/>   |                             |                        |                     |
|   | Reimbursables               | Fixed Fee              | \$18,000.00         |
|   | Agency Fees                 | Allowance              | \$5,000.00          |
|   | CHPS Verification           | Fixed Fee              | \$30,000.00         |
| Project Costs Subtotal                          |                             |                        | \$53,000.00         |
| <hr/>   |                             |                        |                     |
| Total (OPSC + Project Costs)                    |                             |                        | \$519,500.00        |
| Amount billed to Life Academy Contract (20% SD) |                             |                        | (-\$12,129.00)      |
| <b>Increment 2 Total Fee</b>                    |                             |                        | <b>\$507,371.00</b> |

**NOTES PERTAINING TO FEES:**

1. These fees will be billed monthly in keeping with our progress of work. They are due and payable in 30 days.
2. This proposal is based on the project commencing immediately.
3. This fee quote is good for 30 days.
4. This fee quote is based on two separate bid construction projects.
5. We reserve the right to request additional compensation if the construction budget is increased based on an agreed-upon scope document.
6. Services not included:
  - A. Geological engineering, soils engineering, traffic or noise engineering, topographical maps, boundary surveys, destructive testing, preparation of as-built documents, hazardous materials consulting, acoustical engineering, interim housing scope, relocation planning services, LEED, and Bid phase printing costs.
  - B. We can assist you in obtaining and retaining consultants in these areas as required, but we will not assume responsibility for the timing or content of their work.

**END OF NOTES**

We look forward to being of service on this project. If you have any questions regarding this agreement, please call me. Our office is located at 1970 Broadway, Suite 800, Oakland, CA 94612.

Best regards,



Carl Campos, CEO  
LCA Architects Inc.  
CA license #C10482

CEC:ed:prpsl43

Attachments: Fee Schedule

LCA Architects Preliminary Design Package dated 8/30/11  
OUSD Memo to the Board of Education dated 2/23/11  
PLS Surveys, Inc. – Fee Proposal dated 8/23/2011

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

*Please sign and return one copy of this proposal to initiate the agreement.*





245 YGNACIO VALLEY ROAD  
1970 BROADWAY, SUITE 800

WALNUT CREEK, CA 94596  
OAKLAND, CA 94612

TEL: 925.944.1626  
TEL: 510.272.1060

FAX: 925.944.1666  
FAX: 510.272.1066

**LCA ARCHITECTS, INC.  
2011 THIRD QUARTER HOURLY FEE SCHEDULE \***

| <b><u>DESCRIPTION</u></b>      | <b><u>HOURLY RATE</u></b> |
|--------------------------------|---------------------------|
| <i>Principal</i>               | \$210.00                  |
| <i>Principal Emeritus</i>      | \$265.00                  |
| <i>Associate</i>               | \$210.00                  |
| <i>Project Manager</i>         | \$190.00                  |
| <i>Project Architect</i>       | \$135.00 to \$180.00      |
| <i>Quality Control Manager</i> | \$190.00                  |
| <i>Specifications Writer</i>   | \$190.00                  |
| <i>Job Captain</i>             | \$110.00 to \$125.00      |
| <i>Designer</i>                | \$90.00 to \$170.00       |
| <i>CAD Tech</i>                | \$90.00 to \$135.00       |
| <i>Project Coordinator</i>     | \$95.00 to \$130.00       |

*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

[www.lca-architects.com](http://www.lca-architects.com)

**DESCRIPTION**

**HOURLY RATE**

**Architectural Animation-**

\$165.00/hr.

*Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video "fly-by's," walkthrough's, and other simulations.*

**Expert Witness-**

\$500.00/hr.

*Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.*

**Reimbursable Expenses-**

Cost plus 15%

*Copies, prints, CADD plots, photography, adhesive film transparencies, Mylar sheets, colored print mounting, long distance phone calls, FAX transmissions, postage, express mail, e-mail, ftp sites, courier service (\$20.00 minimum charge per delivery), electronic data transmission and travel outside the Walnut Creek area will be billed on a reimbursable basis.*

**Mileage (outside of the Walnut Creek area)  
\*\*as adjusted by IRS guidelines**

.64/mile\*\*

---

\* Subject to change quarterly.

Effective 07/01/2011

## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

- **SCOPE OF PROJECT:** The scope of services is to modify existing Career Tech Lab design for Life Academy from the former Red Cross Building on International Blvd. to the new location on Calvin Simmons campus. Additionally the architect will provide site improvements and modernization efforts inside the main building at Calvin Simmons.

- **BASIC SERVICES**

Architect agrees to provide the services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services, including Collaborative for High Performance Schools (CHPS) program registration and compliance per OUSD/CHPS guidelines, DSA/OPSC High Performance Incentive (HPI) Grant Program submission, if eligible, and PG&E's Savings By Design rebate incentive program, as applicable, furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections master plans, design, drawings, specifications and other services.
2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
  - a. Physical characteristics,
  - b. Legal limitations and utility locations for the Project site(s),
  - c. Written legal description(s) of the Project site(s),
  - d. Grades and lines of streets, alleys, pavements and adjoining property and
  - e. Adjacent drainage;
  - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
  - h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
  - i. Surveys, reports, as-built drawings, record drawings; and

- j. Subsoil data, chemical data, and other data logs of borings.

Architect shall **Visually Verify** this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- a. In the event that the Architect provides site information and documentation as an Additional Service to the contract, then Architect shall be fully responsible for the accuracy and quality of site documentation including site survey data, utility information, and all aspects site conditions as confirmed by the Architect.
3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology department, and lay out any included technology backbone system. Architect shall coordinate the design and layout of the Project improvements to include the integration of the District's Wide Area Network ("WAN"), also known as the Gigaman network. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring, from the utility provider network to the school, and the entire Local Area Network within the school. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all specified Project equipment, materials, supplies, and furnishings to verify that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.
5. **District Standards.** District Standards. Architect shall incorporate in to its work and the work of all consultants the adopted District Standards for facilities and construction including, but not limited to, OUSD/CHPS Guidelines, including Owner's Project Requirements and District Standards as Adopted by the Board of Education in Resolution 0607-0158. **Failure by Architect to incorporate Oakland Unified School District Standards as updated to latest OUSD CHPS**

Guidelines into its work and the work of all Architect sub consultants is deemed to be a material breach of this Agreement.

**6. Mandatory Assistance**

If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, and excepting any conflicts at interest, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance")

**X CHPS VERIFIED PLUS HPI INCENTIVE WITH OPSC ELIGIBILITY TRACK**

**7. Collaborative for High Performance Schools ("CHPS") Criteria, CHPS Verified Program and State of California High Performance Schools Incentive (HPI) Grant Program.** As part of Basic Services, the Architect shall adhere to the District's OUSD CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Criteria (or latest version per OUSD CHPS Guidelines,), into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for the State of California High Performance Schools Incentive (HPI) Grant Program as eligible as well as the CHPS Verified Program. The Architect shall work with the District and its CHPS Program Manager to confirm CHPS and DSA/OPSC HPI review path with OUSD as CHPS and HPI Programs develops, and verify that the District's project meets the highest possible point score under CHPS Criteria and to maximize HPI grant funding, consistent with the District's budget.

a. The Architect and Subconsultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish OUSD CHPS Guideline goals and identify target credits. The Architect shall be responsible for Registering the project on-line with the CHPS Verified Program, and submitting for design and construction verification according to CHPS Verified Program Guidelines. The Architect shall update the CHPS "Scorecard" and the DSA HPI Scorecard, OR the "joint CHPS Verified/HPI scorecard," as available, with credit documentation concurrent with each design

in relation to CHPS Verified and HPI credits shall be assessed with the District at the end of each phase of the work.

b. Whole building energy performance analysis with goal of 30% < CA Title 24 minimum energy performance standard shall be performed at least once during each the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 'Daylighting,' shall also be performed at Schematic, and Design Development Phases prior to final Construction Documentation phase analysis reflecting final design incorporating daylighting improvements identified in earlier phases.

c. The Architect shall assist the District in a timely manner, in preparing applications to the Division of State Architect and Office of Public School Construction which shall meet DSA/HPI submission requirements, including calculations demonstrating Acoustic Performance standards per OUSD/CHPS guidelines are met, and all required documentation required to meet CHPS Verified rating and receive funding under the DSA/OPSC High Performance Schools Incentive Grant Program. Final approved HPI, or Joint CHPS Verified/HPI, scorecard indicating points verified, and DSA HPI-1 forms shall be forwarded by the Architect upon receipt to the District's Project Manager and OUSD CHPS Program Manager.

**CHPS VERIFIED ONLY/ NO OPSC HPI ELIGIBILITY TRACK**

**7. Collaborative for High Performance Schools ("CHPS") Criteria, CHPS Verified Program** As part of Basic Services, the Architect shall adhere to the District's OUSD CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Criteria (or latest version per OUSD CHPS Guidelines,), into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for Registration and Design and Construction Submissions of the CHPS Verified Program. The Architect shall work with the District and OUSD CHPS Program Manager to confirm CHPS Verified review path and verify that the District's project meets the Owner's Project Requirements and OUSD CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

a. The Architect and Subconsultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish OUSD CHPS Guideline goals and identify target credits. The Architect shall be responsible for Registering the project on-line with the CHPS Verified Program, and submitting for Design and Construction verification according to CHPS Verified Program Guidelines. The Architect shall update the CHPS "Scorecard" with credit documentation, concurrent with each design phase submittal. The status of project compliance and documentation submitted in relation to CHPS Verified credits shall be assessed with the District at the end of each phase of the work.

b. Whole building energy performance analysis with goal of 30% < CA Title 24 minimum energy performance standard shall be performed at least once during the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 'Daylighting,' shall also be performed at Schematic, and Design Development Phases prior to final Construction Documentation phase analysis reflecting final design incorporating daylighting improvements identified in earlier phases.

c. The Architect shall complete steps as required by the CHPS Verified Program to achieve a CHPS Verified school project, including calculations demonstrating Acoustic Performance standards per OUSD/CHPS guidelines are met, and forward electronic pdf copies of all submissions and communications with CHPS, concurrently, to the District's Project Manager and OUSD CHPS Program Manager.

**CHPS DESIGNED ONLY/OUSD CHPS GUIDELINES / MINOR MODERNIZATION SCOPE ONLY/ NO OPSC HPI ELIGIBILITY TRACK**

**7. Collaborative for High Performance Schools ("CHPS") Criteria, and OUSD CHPS Guidelines** As part of Basic Services, the Architect shall adhere to the District's OUSD CHPS Guidelines, and Owner's Project Requirements (OPR, based on incorporating required and voluntary design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Criteria (or latest version per OUSD CHPS Guidelines,)), into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary to self-certify the school project as 'CHPS Designed' according to the CHPS Designed Program and transmit the documentation to the District for its potential future submission to the CHPS Verified Program. The Architect shall work with the District and OUSD CHPS Program Manager to verify that the District's project meets the Owner's Project Requirements and OUSD CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

a. The Architect and Subconsultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish OUSD CHPS Guideline goals and identify target credits. The Architect shall update the CHPS "Scorecard" with credit documentation to the extent applicable to scope, concurrent with each design phase submittal. The status of project compliance and any documentation submitted in relation to CHPS Designed credits shall be assessed with the District at the end of each phase of the work.

b. Whole building energy performance analysis with goal of 30% < CA Title 24 minimum energy performance standard shall be performed at least once during the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis, as applicable to scope of work, to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 'Daylighting,' shall also be performed at Schematic, Design Development, and Construction Documentation phases.

c. The Architect shall complete and transmit the CHPS Designed Scorecard, including calculations demonstrating Acoustic Performance standards per OUSD/CHPS guidelines are met, and any documentation to the District in electronic format suitable for combination with a subsequent project(s) for potential future submission to the CHPS Verified Program to the District's Project Manager and OUSD CHPS Program Manager.

d. As part of Basic Services, Architect shall design and project at least three alternates, either deductive or additive, in an amount equal to 10% of the budget for the Project. These alternates shall be identified in the Design Development Phase.

**9. Coordination with Local, State, Federal Agencies.** The Architect shall coordinate and assist in the preparation of all necessary documents and studies as required by the State Allocation Board ("SAB"), Office of Public School Construction ("OPSC"), Division of State Architect (DSA), California Department of Education ("CDE") and other local, state and federal agencies. The Architect shall also coordinate and assist the District in qualifying for utility rebates and funding including, but not limited to, energy rebates and applications to PG&E's Savings By Design program for all new buildings. The District shall be copied on all such documentation, correspondence and communications with utilities, local, state and federal agencies. The Architect shall also coordinate and assist the District in

obtaining required approvals from various public agencies and utility companies including, but not limited to, Department of Public Health, services from electric, gas, water, stormwater control or sanitary sewer, and telephone and cable TV public utilities. The Architect shall coordinate all local, state and federal agency requirements specific to the Project.

10. **Utility Services Verification.** The Architect shall prepare the documentation required to make points of connection to existing utility services provided by the public utilities. The Architect shall verify the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project, as well as verify all existing electric, gas, and water meter numbers and locations on site for coordination with the District's Portfolio Manager benchmarking efforts. Location and actual meter number(s) of any new meters installed with this scope of work shall be recorded on an 8 1/2 "x 11" site plan of the project site and submitted to the District upon completion of meter installations.

• **PRE-DESIGN AND START-UP SERVICES**

1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts, CHPS workshops with CHPS, and DSA/OPSC HPI, OR "Joint CHPS/HPI" (as applicable) Scorecards and credit documentation, and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all reviewing or regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- c. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- d. Review applicable codes, building standards and Owner's Project Requirements (OPR) pertaining to the proposed Project design.



- e. Identify design issues relating to functional needs, directives, and OPR that may be affected by constraints imposed by applicable regulatory codes, or standards, and communicate any issues in writing.
- f. Based on survey and topography data provided by the District, develop existing conditions base and a site analysis plan for the Schematic Design Phase.
- g. Administer Project as required to coordinate work with the District and between subconsultants. Submit a Basis of Design, with primary input from MEP subconsultants in response to Owner's Project Requirements provided by the District.

## 2. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops to develop the Architectural Program with construction Cost Budget, and as indicated below.

- a. Participate in initial CHPS workshop facilitated by District CHPS Program Manager to develop preliminary CHPS/HPI scorecard(s) and review Owner's Project Requirements.
- b. Conduct meeting with OUSD Buildings and Ground and Custodial/Maintenance staff as well as District Facilities Project Manager and Site Principal to review Basis of Design and approach to building systems, and operations.

## 3. Construction Cost Budget

- (I) Architect shall have responsibility to further review the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be prepared by the Program Manager and the Design Phase Manager and are to be based on the developed functional architectural programs as approved by the District. The Architect shall be responsible to review and

the Construction Cost Budget reviewed by the Architect:

- (A) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
- (B) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems; etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

(C) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

(D) The Architect shall review all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

Prior to beginning each subsequent phase of the work the Architect shall verify in writing that they have reviewed Construction Cost Budget.

(E) Mechanical, electrical, civil and landscape consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

- (i) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. However, the Architect shall be responsible to provide review, and final acceptance of the Construction Cost Budget as the basis for continuing the proposed project design.

#### 4. Presentation

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation with preliminary CHPS Scorecard.

#### 5. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- a. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Two copies of Site Analysis Plan with Two copies of Conceptual Site Plan;
- c. Two copies of Architect's concurrence with the revised Construction Cost Budget;
- d. Two copies of final Schedule of Work;
- e. Two copies of meeting Reports/Minutes from Kick-off and other meetings/workshops;
- f. Two copies of Basis of Design
- g. Two copies of preliminary CHPS/HPI scorecard(s).

• **SCHEMATIC DESIGN PHASE: August 22, 2011 thru September 2, 2011**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts CHPS/HPI scorecard with design credit documentation updates and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. Confirm with the District and with approving agencies, including DSA, the overall packaging of the Project into increments or phases which will provide a complete project, including definition of HPI incentive grant eligible portion(s), as applicable.
  - a. Identify each of the Project increments and prepare a package of documents which is complete and coordinated with the overall project and all increments of the work which make up the complete project.
  - b. For each increment of the work the following requirements shall apply, similarly at each subsequent phase of the Architect's service.
4. **Architectural**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also provide a list layout of room numbers.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location orientation, type, and size of fenestration.
  - c. As applicable, identify proposed roof system, deck, building envelope insulation system with R-values and drainage technique.
  - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, including identification of CALgreen mandatory and voluntary compliance, with occupancy classification(s) and type of construction.

- f. Update CHPS/HPI scorecard and credit documentation to reflect Schematic Design.

**5. Structural**

- a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

**6. Mechanical/Plumbing**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) low energy design approaches to HVAC systems that appear compatible with loading conditions and that meet the OPR for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
  - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - (ii) Location and preliminary sizing and efficiency of all major equipment and any duct work in allocated spaces.
  - (iii) Schematic piping.
  - (iv) Temperature control zoning and ventilation controls
- d. Provide systems design narratives outlining specific criteria or approach to meet Basis of Design for the projects.

**7. Food Service.**

- a. Provide as a part of Basic Services, preliminary designs for any Cafeteria and Food Service Kitchens, Warming Kitchens, service areas, and student/faculty serving lines.
  - (i) Coordinate work with the District's Food Services standards, identify Energy Star rated appliances/equipment, and meet with District staff to review preliminary designs and equipment.
  - (ii) Coordinate Food Services systems with Mechanical, Plumbing, and Electrical divisions.

**8. Electrical**

- a. Calculate overall approximate electrical loads.

- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
  - (i) WAN and LAN preliminary design to indicate coordination with network utility, site routing, sizes and locations of MDF space and individual building or floor IDF locations, proposed in-building routing approaches, preliminary room LAN components, including computer locations, presentation technology elements, Centralized Voice System components.
- c. Show system(s) selected on drawings as follows:
  - (i) Single line drawing(s) showing major distribution system.
  - (ii) Location and preliminary sizing of all major electrical systems and components including:
    - (A) Load centers.
    - (B) Main panels.
    - (C) Switch gear.
- d. Provide any systems design narratives updates outlining specific criteria or approach to meet Basis of Design for the projects.

9. Civil

- a. Develop on and off Site utility systems such as sewer, domestic water system, stormwater management, storm drain, fire water lines and fire hydrants. Layout all proposed systems indicating all electric, gas, and water meters, tie-ins with existing on and off-site utilities. Provide the District with options for routing major utility systems, present options with anticipated costs and benefits to each of the proposed routes and system types.
  - (i) Meet with local Fire officials in the development of a preliminary Fire Access route on the site of the project and in the development of approved locations for on-site fire hydrants components.
- b. Coordinate the Schematic Civil work of the project with each of the major Utility service providers. Schedule and attend a preliminary design meeting with each provider, which shall include but not be limited to:
  - (i) PG&E
  - (ii) EBMUD
  - (iii) SBC
  - (iv) Comcast
  - (v) Local Sanitary District
  - (vi) Municipal Utility Systems.

c. Identify surface improvements including roadways, walkways, bike lanes, parking (with assumed wheel weights), preliminary finish grades and drainage.

(i) Coordinate the work of the site development plans for the project with the District's Traffic Engineering Consultant.

d. Coordinate finish floor elevations with architectural site plan.

e. Develop and coordinate Stormwater Management Plan to meet compliance with local/county Water Resources Control Board and OUSD CHPS Guidelines.

10. **Landscape**

Develop and coordinate landscape design concepts, and entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements, stormwater management features, permeable and non-permeable paving, shade trees, and visual barriers.

11. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list, updated to latest OUSD CHPS Guidelines for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

12. **Construction Cost Budget**

In coordination with the Program Manager and the Design Phase Manager update the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

(i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

b. The estimate shall separate the Project's building cost from site and utilities cost.

- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase.
- e. The Architect shall coordinate with the District's Program Manager and Design Phase Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**13. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as required to complete the work of this phase of the project, and specifically as indicated below.

- a. Community or Neighborhood review meeting conducted by the District with a complete presentation of the project.
- b. CHPS integrated design workshop
- c. Board of Education public meeting presentation.
- d. City Council or other local agency presentation.

**14. Deliverables and Numbers of Copies**

produced in this phase, together with one copy of each item in electronic format:

- (2) Confirmation of Construction Cost Budget as prepared for this Phase;
- (2) Meeting Reports/Minutes;
- (2) Schematic Design Package with alternatives as may be required to consider all appropriate project options.
- (2) A statement indicating changes made to the Architectural Program and Schedule.

- (3) CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documentation for CHPS credit EQ 1.1 updated to reflect Schematic Design
- (4) Preliminary T24 whole building energy analysis reflecting Schematic Design plus list of Energy Conservation Measures (ECMs) with initial cost and projected cost savings and payback period.

DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

- (1) Complete Schematic Design Color Presentation Package including PowerPoint presentation and mounted glossy boards with Site Plan, Floor Plans, Elevations, and any other drawings to fully indicate the project schematic design, indicating high performance school design features.

#### 15. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design and CHPS documentation.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.
- c. The Architect shall meet with the Principal and the Site Committee of the school and shall attain the Principal's signature of approval of the design on one set of drawings including CHPS/HPI scorecard prepared by Architect.
- d. Prior to approval of the project Schematic Design, the Architect shall meet with the District and make presentations to the District's Superintendent and Board of Education of the project schematic design with intended CHPS targets.
  - (i) Where the Superintendent or the Board request reasonable changes to the project the Architect shall incorporate such changes as a part of Basic Services and prior to advancing to the next phase of work.



• **DESIGN DEVELOPMENT PHASE: September 1, 2011 thru September 30, 2011**

1. Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase, of each of the increments which make up the whole project, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

2. **Architectural**

- a. Demolition Plans. Where the project includes renovation of existing buildings Demolition Plans shall have a preliminary level of definition including general descriptions of areas of the buildings to be demolished, salvaged, and/or recycled for re-use as a part of the work.
- b. Scaled, dimensioned floor plans with final room locations including all openings.
- c. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- d. Exterior Elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the project.
- e. Identification of all fixed equipment, cabinets, shelves, casework to be installed in contract.
- f. Interior Finishes identified and located within the rooms of all buildings.
- g. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- h. Preliminary development of details and large scale blow-ups.
- j. Floor plans identifying all fixed and major movable equipment and furniture.
- k. Further refinement of Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- l. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.

(iii) Access Panels.

- m. Update CHPS/HPI scorecard and credit documentation to reflect Design Development
- n. Response to Commissioning Agent comments on current Design

3. **Structural:**

- a. Developed structural drawings with all foundation elements, and structural major members and elements defined, located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic design criteria.

4. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing Plans for project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems to be identified and laid out with requirements for wiring, devices, and system components included in the documents.

5. **Food Service.**

Update and develop preliminary designs for Cafeteria and Food Service Kitchens, Warming Kitchens, service areas, and student/faculty serving lines. Prepare equipment and fixture schedules, indicating Energy Star Appliances. Prepare

developed designs for special systems, finishes, materials, or details required to complete a full package of Food Services work in the project.

- (i) Coordinate work with the District's Food Services standards and meet with District staff to review updated designs and equipment.
- (ii) Coordinate Food Services systems with Mechanical, Plumbing, and Electrical divisions.

**6. Electrical**

All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels with photometrics, and clear lighting controls for CHPS/HPS credit EQ 1.3 Electric Lighting documentation meeting OUSD CHPS Guidelines

- a. for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.
- d. Low voltage system designs fully developed including fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- e. WAN and LAN systems developed to indicate network utility connections, sizes and locations of pullpull boxes, site routing for all underground system components, sizes and locations, and layouts of MDF spaces and individual building or floor IDF locations, proposed in-building routing approaches, confirmed room LAN components, including computer locations, presentation technology elements,
- f. Legend showing all symbols used on drawings.
- g. More developed and detailed Specifications indicating quality level and manufacture for all elements of the Electrical system.

**7. Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, stormwater management, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

- b. Further refinement of Utility systems designs for on and off-site utility services to the project.
- c. Further refinement of Schematic Design Phase roadways, walkways, bike lanes, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
  - (i) Incorporate final comments and design proposals of the District's Traffic Engineering Consultant into the project documents.

8. **Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover stormwater management features, and irrigation main distribution lines. Selection of site furnishings in accordance with District standards.

9. **Architect Review**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

10. **Construction Cost Budget**

- a. Working with the Design Phase Manager and the Program Manager, who shall have primary responsibility to prepare Cost Estimates for the Project, review the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget for the Design Development Phase:
  - b. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
  - c. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the primary responsibility of the Design Phase Manager and the Program Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase. However, if Architect believes that the Design Phase Manager estimates are inaccurate, Architect shall inform the District of such belief. If the Cost Estimate exceeds the District's Construction Budget, Architect shall recommend revisions to bring the design within budget, and/or provide Life Cycle Cost Analysis to demonstrate long-term cost savings for evaluation with District.

At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

#### **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (1) Design Development drawing set from all professional disciplines necessary to deliver the Project.
- (2) Specifications.
- (3) Updated CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documentation for CHPS credit EQ 1.1 updated to reflect Design Development.
- (4) Updated T24 whole building energy analysis reflecting Design Development plus list of Energy Conservation Measures (ECMs) incorporated.
- (5) Response to Commissioning agent's comments on current Design
- (6) Architect's agreement with reconciled and revised Construction Cost Budget.
- (7) Open file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with OSA.

The Design Development deliverables shall be revised within the accepted parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

#### **1.2 Meetings**

Meetings, site visits, and workshops as indicated below.

The Architect shall also meet with the Principal and the Site Committee of the District and shall attain the Principal's signature of approval of the developed design on one set of drawings prepared by Architect.

• **CONSTRUCTION DOCUMENTS PHASE: September 26, 2011 thru November 22, 2011**

1. Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

Construction Documents ("CD") 100% CD's, DSA Submittal Package: Architect shall verify that all of the work of the project as indicated on the construction documents is complete, fully coordinated among the disciplines and meets the requirements of the Division of the State Architect for final submission and plan review of the project.

No separate 50% CD package shall be required for this project. The Architect shall initiate and coordinate an in-house 50% CD review with the District, and Design Phase Managers, including OUSD CHPS Program Manager and Commissioning Agent. This review shall include mandatory attendance by all of the Architect's sub-consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches, CHPS and/or HPS Scorecard with all credit documentation, or other material clearly indicating that the work has progressed to the 50% CD phase.

2. **Architectural**

- a. Completed site plan. Site plan developed to show all building and improvement locations, all topographical elements and existing/proposed contour lines.
  - (i) Architectural site plans indicating the project phasing, locations of temporary housing if any, and coordinated fully with Landscape Plans, and Civil Plans.
  - (ii) Demolition Plans. Where the project includes renovation of existing buildings the Construction Documents Demolition Plans shall be fully developed and coordinated among all disciplines of the project to clearly define all areas of demolition, identify any deconstruction and quantify salvaged materials for re-use on or off-site, on the Demolition Plans.
    - (A) Demolition Plans for full buildings, whether a part of the full package or a separate package for Construction shall be complete and fully coordinated indicating:
      - (1) All buildings and site elements to be demolished, deconstructed, salvaged or recycled on -site, and/or recycled or removed;
      - (2) All underground utilities, piping, footings, and other structural or non-structural elements which will impact the work;
    - (B) Demolition Plans. Coordination with District's Hazardous Materials removal plans shall be complete at the end of this phase. Architect shall have reviewed with the District's Consultant all Hazardous Materials surveys and reports and

clearly indicated to the Consultant any impacts due to the demolition of existing building elements required by the project. Architects plans shall reference Hazardous Materials abatement plans and specifications to be incorporated into the Construction Document set.

- (iii) Completed floor plans, elevations, and sections. Elevations (exterior and interior) developed to clearly indicate all work and reference all details, materials, schedules, and special conditions which form the basis of the work, sections and floor plans corrected to reflect design development review comments.
  - (A) Floor plans, elevations and sections coordinated referencing all relevant details of the work.
  - (B) Floor plans, elevations, and sections developed to incorporate plan review comments by the District, cost estimators, and Constructability Reviewers.
- (iv) Architectural details and enlarged plans and details fully completed to indicate the detailed relationships of the elements of the work, materials, construction sequences, structural requirements, finish elements, and fully coordinated among all of the disciplines.
- (v) Finish, door, window, and hardware schedules completed, including all details, system types, special conditions and District requirements or standards referenced and coordinated among all the disciplines of the project.
- (vi) Site utility plans completed.
- (vii) Fixed equipment, cabinets and casework details and identification completed. Schedule complete with proper references to details, sizes, configurations and standards.
- (viii) Reflected ceiling plans completed and coordinated with floor plans, electrical lighting plans, schedules, details, and mechanical and electrical systems and controls.

Incorporate all information and site designs related to temporary housing, where applicable.

#### **Structural**

- (ix) Structural floor plans and sections with detailing completed. Complete wall sections for each structural system location.
- (x) Structural calculations completed.
- (xi) Structural footing and foundation plans, floor and roof framing plans with detailing completed.

- (xii) Special structural systems designed and detailed including all required bracing for shelving, special systems, brackets, and incidental elements of the design.
- (xiii) Lateral force resisting system calculations completed with system design fully developed and detailing completed and fully coordinated with architectural and other disciplines of the project.
- (xiv) Structural designs, members and systems fully coordinated by Structural Engineer with other disciplines of the project.
- (xv) Completed cover sheet with general notes, symbols and legends.

**b. Mechanical**

- (i) Mechanical calculations completed with all piping and ductwork sized.
- (ii) Large scale mechanical details completed, clearly referenced on plans and schedules, and coordinated with architectural disciplines, electrical, and structural engineering for the project.
- (iii) Mechanical schedule for equipment fully completed, with District reviews and approvals for all specified systems completed.
- (iv) All Mechanical systems fully coordinated with requirements for Electrical and Low Voltage service including Mechanical Controls, Fire safety systems.
- (v) Complete energy conservation calculations and report meeting, or exceeding, the requirements of California State Title 24. Coordinate work of this portion of the project with the District's Energy Consultant to ensure that the project meets the Office of Public School Construction ("OPSC") requirements for inclusion in the special energy funding pool available to the District. This will require special design and coordination of the project design with the District's Consultant.
- (vi) Plumbing systems fully designed with all piping and system elements indicated. Plumbing Fixture Schedule fully completed with District reviews and approvals for all specified systems completed.
- (vii) Complete design of Energy Management System ("EMS")."

**c. Food Service**

- (i) Completed, fully developed, detailed, and coordinated Food Services documents for the project.



- (A) All equipment scheduled and coordinated with power, fire suppression, exhaust, control, mounting, wiring, and finishing details and standards included in the documents.
- (B) Materials scheduled, and list of equipment and fixtures schedules indicating Energy Star appliances.
- (C) Final review by the Contra Costa Health Department must be completed prior to completion of the Construction documents phase.

d. Electrical

- (i) Lighting, power, signal and communications plans showing all switching and controls. Fixture schedule and lighting details completed. Include any updated photometrics to demonstrate meeting of EQ 1.1 Daylighting.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.
- (vi) Complete design of low voltage systems. Low voltage systems include fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
  - (A) Completed system designs to include riser diagrams, single line diagrams, logic and system structure diagrams.

manufacturer requirements incorporated into the documents.

- (vii) WAN and LAN systems and components fully design and completely developed and detailed to indicate network utility connections, sizes and locations of pull/pull boxes, site and routing for all underground system components, sizes and locations, and layouts of MDF spaces and individual building or floor IDF locations, proposed in-building routing approaches, completed and scheduled room LAN components, including computer locations, presentation technology elements, Centralized Voice System components. Final material and product specifications completed after coordination with the District's Technology Consultant.

e. **Civil**

Fully defined development of on and off site utility systems for sewer, electrical, water, stormwater management, storm drain and fire water. Including, without limitation, pipe sizes, materials, invert elevation location and installation details for all civil and site utility systems.

- (i) Fully coordinated and completed construction documents showing the work of the project with each of the major Utility service providers. Indicate to District that each of the listed major Utility service providers has reviewed the project work and approved routing, connections, and on-site improvements and off-site connections as meeting the providers design standards.

- (A) PG&E
- (B) EBMUD
- (C) SBC
- (D) Comcast
- (E) Local Sanitary District and other Municipal Utility Systems.

Fully completed details approved by and reviewed with each of the providers incorporated into the project.

Fire access routes, fire water systems fully approved and coordinated with local agencies having jurisdiction.

All site plans, site utilities, parking, bike lanes, walkway, accommodations and utilities for applicable temporary housing, and roadway systems fully completed and detailed.

f. **Landscape**

All landscape, hardscape, stormwater management, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- h. Working with the Design Phase Manager and the Program Manager, who shall have primary responsibility to prepare Cost Estimates for the project, review the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget for the Construction Documents Phase:

- i. Construction Documents Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.

j. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the primary responsibility of the Design Phase Manager and the Program Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase. However, if Architect believes that the Design Phase Manager estimates are inaccurate, Architect shall inform the District of such belief. If the Cost Estimate exceeds the District's Construction Budget, Architect shall recommend revisions to bring the Design within budget, and/or provide Life Cycle Analysis to demonstrate long-term cost-savings for evaluation with District.

(i) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 0% in the cost estimates.

k. **Specifications**

(i) Complete development and final preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in accordance with Section 2.17 of this Agreement.

(ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

(B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format

(vii) Architect shall review and incorporate the Division 0 and Division 1 Specifications developed by the District into the Project documents.

(A) Architect shall prepare and complete sections of the Division 1 as required by the District for the Project: Summary of Work, or any other Divisions which may require the Architect's input for the full coordination of the Project documents.

**l. Constructability Review**

The District shall conduct a Constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

1. Architect and all sub-consultants shall attend Constructability review meeting(s) to review comments and after completion of changes to the documents shall meet with the reviewers and confirm that all applicable comments have been incorporated into the plans.

a. Incorporation of the comments shall be in a timely fashion coordinated with the completion of DSA Backcheck comments to provide the District with a fully coordinated set of documents for bidding and construction.

**m. Deliverables and Numbers of Copies**

Architect shall provide to the District one hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

(2) Reproducible copies of working drawings

(2) Specifications,

(2) Updated CHPS/HPI scorecard(s) with full documentation for all Prerequisites and Credits targeted, including final Acoustics Performance and Daylighting analysis documentation for CHPS credits EQ 3.1, and EQ 1.1 updated to reflect final Design

(2) Updated T24 whole building energy analysis plus for submittal for PG&E's Savings By Design rebate program, reflecting final Design plus list of Energy Conservation Measures (ECMs) incorporated.

(2) Response to Commissioning agent's comments on Final Design

(2) Engineering calculations

- (2) A statement indicating acceptance of the Revised Construction Cost Budgets developed and reconciled during this phase.
- (2) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes.
- (2) DSA file including all correspondence, meeting, back check comments, checklists to date.
- (2) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**3. Construction Documents (CD) Final Back-Check Stage**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments and all Owner and any Commissioning Agent's review comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original copies of all drawings with each Architect/consultant's State license stamp.
  - (ii) Drawings: Electronic format submitted to the District on P52.
  - (iii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- d. Architect shall submit final CHPS/HPI scorecard(s) as approved by DSA/HPI with any DSA/HPI correspondence and final HPI-1 form, as well as approved CHPS Verified Design credits, if applicable, with any additional documentation submitted for all Prerequisites and Credits targeted.
- e. **Meetings** During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

- **BIDDING PHASE: April 1, 2012 to June 30, 2012**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

1. Assist the District during the Bidding Phase by coordinating responses to questions related to the drawings and specifications for the Project.
2. In conjunction with the Design Phase Manager and the Program Manager who shall have primary responsibility for Bidding Phase management, coordinate the development of the bidding timing, walkthroughs, procedures and be responsible for the construction contract documents prepared for the District.
3. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
4. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
  - a. Coordinate issuance of all Addenda for the project with the Program Manager. Meet all legally required deadlines for information changes to bidders.
5. Attend bid opening.
6. Coordinate with sub-consultants regarding updates, modifications, changes, and Addenda to the drawings.
7. Respond to District questions and clarifications.
8. Assist the district in completing Architect's portions of any SAB forms with HPI-1 forms attached, for OPSC funding.
9. **Deliverables and Number of Copies**

Architect shall provide to the District one hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (2) Meeting report/minutes from kick-off meeting;
- (2) Meeting report/minutes from pre-bid site walk;
- (2) Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

• **CONSTRUCTION ADMINISTRATION PHASE: June 30, 2012 thru March 30, 2013**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase, or upon the District's terminating the Agreement, whichever is earlier.
2. During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
3. **Submittals**
  - a. Architect shall review and take appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents, including documented CHPS/HPI credits..
  - b. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. The Architect's response to each submittal shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
4. **RFIs**
  - a. During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the

submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance.
6. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' recorded changes which the contractor(s) should prepare and submit as As-Built Drawings. As-Built Drawings are documents that show changes made during the construction project, including changes necessitated by change orders, and recorded by the District's construction contractor(s) on a Conforming Set.
7. **Record Drawings.** The Architect shall incorporate all information on the As-Built Drawings and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of drawings all changes from the As-Built Drawings, sketches, details, and clarifications including without limitation all requests for information and change orders based upon the construction contractor's representations of actual construction. The Architect shall deliver the Record Drawings to the District at completion of the construction in the format acceptable to the District and it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
8. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
9. Architect shall also provide, at the District's request and at no additional cost to the District, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work for a period of six months following the completion of work.
10. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.
11. **Deliverables and Number of Copies**



Architect shall provide to the District one hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (2) Meeting report/minutes from kick-off meeting;
- (2) Observation reports;
- (2) Weekly meeting reports which reflect substantive Architectural, Commissioning or CHPS/HPI issues discussed.
- (2) Final acoustics performance testing report and CHPS/HPS documentation to verify CHPS EQ 3.1 is met.

12. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

• **CLOSE OUT PHASE: TBD**

1. As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:
  - a. Architect shall review the project and observe the construction as required to determine when the contractor has completed the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all
  - d. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract. Final Closeout and Certification of the Project with the DSA shall be a condition precedent to the Architect receiving final payment on the project.
  - e. Architect shall prepare a final verified report for the Project.
  - f. Architect shall prepare a set of As-Built Drawings for the Project utilizing the Record Drawings.
  - g. Architect shall review and prepare a package of all warranty and M&O documentation.

- h. Architect shall organize electronic files, plans and prepare Project binder.
  - i. Architect shall coordinate all Services required to close-out the Project with the District and between consultants.
  - j. Architect shall, prior to final payment and at its own expense, provide the District with two copies on CD-ROM of the final DSA approved, bound .DWG, .PDF or .TIF format Drawings.
2. The District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
- (2) Punch lists for each site before any Building Flush-out
4. **Meetings**
- During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

• **MEETINGS / SITE VISITS / WORKSHOPS**

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings during the entire design phase with its consultant(s). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. **General Meeting, Site Visit, and Workshop Requirements**

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide to the District copies of all documents or other information needed for each meeting, site visit, and workshop. These copies shall be a reimbursable expense.
- d. Meeting times shall be as required to complete the work and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

3. **Meetings During Project Initiation Phase**

- a. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting for all sites to determine the Project intent, scope, budget and timetable, which shall encompass the following:

shall attend the meeting.

- (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
- (iii) During this meeting, the Architect shall:
  - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

- (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
- 4. **Initial Site Visits meetings and site reviews as required without limitation to correctly inventory and identify all pertinent elements of the existing site and buildings for consideration as a part of the Project.**
  - a. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.
- 5. **Meetings During Architectural Program**
  - a. Architect shall participate in one public community information site meeting, per site, to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
  - b. Architect shall conduct one site visit/meeting, per site, with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
  - c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- 6. **Meetings During Schematic Design Phase**
  - a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct ongoing design meetings, with the District's facilities team and site personnel to complete a basic design framework of the Project. These workshops (Site Committee Meetings) shall be ongoing and may include several meetings and shall not be concluded until the principal has indicated his or her acceptance with the Architect's preliminary design. These Site Committee Meetings shall include the following:
    - (i) Architect shall designate its team member duties and responsibilities;
    - (ii) Architect and District shall review District goals and expectations;

- (iii) District shall provide input and requirements;
- (iv) Architect and District shall review Project scope and budget;
- (v) Architect shall, on an ongoing basis, prepare updated plans, drawings, sketches, renderings to respond to proposed Project configurations during this phase;
- (vi) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
- (vii) Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

**7. Meetings During Design Development Phase**

- a. At the time designated for completion of the Design Development package, Architect shall conduct ongoing meetings, per package of submittal, as required to complete the work of this phase, with the District to review the following:

- (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
- (ii) Architect and District shall review Project scope and budget.

**b. Value Engineering Workshop**

If the Project is shown to be over the District approved construction cost budget, the Architect shall participate in and coordinate with up to two (2) value engineering workshops, as requested by the District, including all Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase.

**8. Meetings During Construction Documents Phase**

conduct meetings as required, per package of submittal, with the District to revise the Design Development package and receive comments.

- b. **50% CD Review Meeting.** In lieu of a 50% CD submittal, the Architect shall initiate and coordinate an in-house 50% CD review with the District, Construction Manager, Design Phase Managers. This review shall include mandatory attendance by all of the Architect's sub-consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches or other material clearly indicating that the work has progressed to the 50% CD phase.

- c. After the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct additional meetings, per package or submittal, with the District to review the following:
  - (i) Not used
  - (ii) Architect and District shall provide further review of Project scope and budget;
- d. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings as required, per package or submittal, with the District to review the following:
  - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.
  - (ii) Architect and District shall provide further review of Project scope and budget.

9. **Meetings During Bidding Phase**

- a. Attend and take part in 2 pre-bid meetings with all potential bidders, District staff, and Program Manager, the Construction Manager and/or Design Phase Manager.
- b. Conduct one kick-off meeting, per site, with the successful bidder for each project package, District staff, and Program Manager, Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. **Meetings During Construction Administration Phase, plus weekly project meetings until entire project is complete.**

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the Project. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.
- b. Conduct weekly project meetings with District staff to review with District staff the progress of the work. Construction phase meetings shall be as required to complete the work in conformance with the District's proposed schedule for construction, for each of the project phases identified. Extension of the established construction schedule may be justification for additional services unless such extension is the result of the Architect's negligence, errors, or omissions.

c. Architect shall ensure that consultant(s) visit the site in conformance with their agreement and that sub-consultant agreements shall reference District requirements for Construction Phase services.

**11. Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend one District citizen bond oversight committee meeting and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

**12. Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend up to two District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA WORK**

The following Extra Work to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1. Inconsistent with approvals or instructions previously given by the District.
  - 2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
  - 3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
- B. Providing Work required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
- C. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing Work required in connection with replacement of that work.
- D. Providing Work made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
- E. In the absence of a final Certificate of Payment or Notice of Completion, providing Work more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- F. Providing deliverables or other items in excess of the number indicated in Exhibit "A." Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in Exhibit "A," so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
- G. Providing Work as directed by the District that are not part of the Work of this Agreement.
- H. Providing Work as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- I. Providing training, adjusting, or balancing of systems and/or equipment



- J. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for extra Work and shall not be changed for the term of the Agreement.

| <b>Job Title</b>                     | <b>Hourly Rate</b>   |
|--------------------------------------|----------------------|
| Principal                            | \$210.00             |
| Principal Emeritus                   | \$265.00             |
| Project Architect(s):                | \$135.00 to \$180.00 |
| Project Manager (s):                 | \$190.00             |
| Quality Control Manager              | \$190.00             |
| Specifications Writer                | \$190.00             |
| Job Captain                          | \$110.00 to \$125.00 |
| Designer                             | \$90.00 to \$170.00  |
| CAD Tech                             | \$90.00 to \$135.00  |
| Project Coordinator                  | \$95.00 to \$130.00  |
| Administration/Research/Presentation | \$90.00 to \$105.00  |
| Clerical                             | \$105.00             |

- K. The mark-up on any approved item of Extra Work shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

- A. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work ("Schedule of Work"). The Schedule of Work shall apply to the completion of all Work listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. Architect shall complete all Work and Services required under the Development of Architectural Program section within Ten (10) after written authorization from the District to proceed.
- C. Architect shall complete all Work and Services required under the Schematic Design Phase within Ten (10) after written authorization from District to proceed.
- D. Architect shall complete all Work and Services required under the Design Development Phase within Seventeen days (17) after receipt of a written authorization from District to proceed.
- E. Architect shall complete all Work and Services required under Construction Documents Phase within Sixty days (60) after written authorization from the District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
1. 50% Submittal Package \_\_\_\_\_ (calendar days)
  2. 100% Submittal Package \_\_\_\_\_ (calendar days)
  3. Final Contract Documents after Final Back-Check Stage \_\_\_\_\_ (calendar days)
- F. The durations stated above include the review periods required by the District and all other regulatory agencies.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

**EXHIBIT "D"**

**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Work incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibit "A," or any other direct or indirect expenses incident to providing the Work. Except as expressly set forth in the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Work contracted for under this Agreement:

| PERCENTAGE OF TOTAL FEE PER PHASE   |              |
|---|--------------|
| Phase   | Phase Amount |
| Schematic Design Phase  | 13%          |
| Design Development Phase  | 15%          |
| Construction Documents Phase-Submittal to DSA   | 45%          |
| Approval by DSA   | 5%           |
| Bidding Phase   | 10%          |
| Construction Administration Phase   | 10%          |
| Close Out Phase   | 2%           |
| Generate Punch List   | 2%           |
| Sign Off On Punch List  | 2%           |
| Receive and Review All M & O Documents  | 2%           |
| Filing All DSA Required Close Out Documents   | 2%           |
| Receiving DSA Close Out, including DSA approval of the final As-Built set of drawings | 2%           |
| <b>TOTAL BASE COMPENSATION</b>  | <b>100%</b>  |

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments within thirty (30) days of receipt of the invoice as follows:
  - a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

**b. For Schematic Design Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**c. For Design Development Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

**d. For Construction Documents Phase:**

Monthly payments for percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**e. For Bidding Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

**f. For Construction Administration Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.

**g. For Close Out:**

Lump sum payment thirty-five (35) days after completion of all items in this phase.

**h. Format and Content of Invoices:**

Architect acknowledges that the District requires Architect's Invoices to include detailed explanations of the Work performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, and change order. For example, the following descriptions, in addition to complying with

all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

|  |              |
|--|--------------|
| Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector. | .8<br>hours  |
| Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.                                   | .7<br>hours  |
| Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.                       | 1.2<br>hours |

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure prior to commencement of the Work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.
- B. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of One million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) for Two million dollars

(\$2,000,000) aggregate limit subject to no more than Two million dollars (\$2,000,000.00) per claim deductible, coverage to continue through completion of construction plus two years thereafter.

- C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds N/A thousand dollars (\$1,000). At the option of the District, either:
1. The District can accept the higher deductible;
  2. The Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
  3. The Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, the District's Program Manager, Construction Manager, or both, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
- Additional Insureds.
4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall

inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:

1. The District can accept the lower rating; or
2. Require the Architect to procure insurance from another Insurer.

**G. Verification of Coverage:** Architect shall furnish the District with:

1. Certificates of insurance showing maintenance of the required insurance coverage; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.





DESCRIPTIONS (Continued from Page 1)

Agents and Representatives are additional Insureds as respects to General Liability per policy form wording. Such Insurance is Primary & Non Contributory with Severability of Interest clause. A Waiver of Subrogation applies to Workers Compensation.  
See attachments

**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  
**Ref:** Architect and Engineering Agreement-Loving & Campos Architects (LCA)  
Calvin Simmons Improvements and Career Tech Lab-\$1,000,636.00.

**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 Named Insured, this insurance applies

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

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

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

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

**Insured:** Loving Campos Architects, Inc. dba LCA Architects, Inc.  
**Insurer:** Hartford Underwriters Ins. Co.  
**Policy Number:** 57UECHS9127  
**Policy Period:** May 30, 2011-May 31, 2012  
**Ref:** Architect and Engineering Agreement-Loving & Campos Architects (LCA)  
Calvin Simmons Improvements and Career Tech Lab-\$1,000,636.00.

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

**EXCERPTS FROM CA 00001 (1001)  
HARTFORD BUSINESS AUTO COVERAGE**

**Additional Insured: SECTION II – LIABILITY COVERAGE**

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

**Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

**B. General Conditions - 5. Other Insurance**

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

**Cross Liability Clause: SECTION V – DEFINITIONS**

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

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

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

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. WZPB0990344

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: Susie Butler-Berkley  
Contract Analyst  
955 High Street  
Oakland, CA 94601

Ref: Architect and Engineering  
Agreement-Loving & Campos Architects  
(LCA) Calvin Simmons Improvements and  
Career Tech Lab-\$1,000,636.00. Oakland  
Unified School District, its Directors,  
Officers, Employees, Agents and  
Representatives

WC 04 03 06  
(Ed. 4-84)

Countersigned by Julie La Nelson  
Authorized Representative

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

**Project Information**

Project Name: Calvin Simmons Improvements and Career Center | Site: Calvin Simmons Middle School

**Basic Directions**

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

Attn: [ ] general liability insurance including contractual errors-omissions, if contract is over \$15,000  
 Checklist: [ ] complete bond insurance or alternative, unless vendor

**Contractor Information**

Contractor Name: Loving & [ ] Agency: [ ]  
 OUSD Vendor ID: [ ] Title: [ ]  
 Street Address: 170 [ ] Suite 800 | City: [ ] State: CA | Zip: 94612  
 Telephone: 925-272-1060 | Fax: [ ]  
 Contractor History: Previously been an OUSD contractor?  Yes  No | Worked as an OUSD employee?  Yes  No  
 OUSD Project #: 07140

**Compensation**

Contract Amount: \$ [ ] Total Contract Not to Exceed: \$1,000,636.00  
 Date: [ ] If [ ]

| Fund# | Resource Name     | Org Key    | Object Code | Amount         |
|-------|-------------------|------------|-------------|----------------|
| 2122  | GO Bond-Measure B | 2059901820 | 6215        | \$1,000,636.00 |
|       |                   |            |             | \$             |

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order has been issued. This document affirms that to our knowledge, all requirements were provided and was [ ]

- Division Head: Charles Love | Phone: 510-879-8389 | Fax: 510-879-3673

Capital Program Contract & Accounting Manager

Signature: [Signature] | Date: 10-17-14

General Counsel, Department of Facilities Planning and Management
- Signature: [Signature] | Date: [ ]

Assistant Superintendent, Facilities Planning and Management
- Signature: [Signature] | Date Approved: [ ]

President, Board of Education
- Signature: [ ] | Date Approved: [ ]



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

### Project Information

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

### Basic Directions

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

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

### Contractor Information

|                    |   |                             |   |
|--------------------|---|-----------------------------|---|
| Contractor Name    | Loving & Campos Architects  | Agency's Contact            | Carl Campos   |
| OUSD Vendor ID #   | 1010791   | Title                       | Architect of Record   |
| Street Address     | 1970 Broadway Avenue, Suite 800   | City                        | Oakland   |
| Telephone          | 510-272-1060  | State                       | CA  |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Zip                         | 94612   |
| OUSD Project #     | 07140   | Policy Expires              | 6/30/2012   |
|                    |   | Worked as an OUSD employee? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

### Term

Date Work Will Begin: 10-27-2011      Date Work Will End By: 7-1-2013

### Compensation

Contract Amount: \$      Total Contract Not To Exceed: \$1,000,636.00  
 Rate Per Hour: \$      If Amendment, Changed Amount: \$  
 Other Expenses:      Requisition Number:

### Budget Information

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

| Fund # | Resource Name     | Org Key    | Object Code | Amount         |
|--------|-------------------|------------|-------------|----------------|
| 2122   | GO Bond-Measure B | 2059901820 | 6215        | \$1,000,636.00 |
|        |                   |            |             | \$             |

### 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 you are now:

| Divis  | Signature | Date Approved |
|--|-----------|---------------|
| 1. Capital Program Contract & Accounting Manager                     |           | 10-17-11      |
| 2. General Counsel, Department of Facilities Planning and Management |           |               |
| 3. Assistant Superintendent, Facilities Planning and Management      |           |               |
| 4. President, Board of Education                                     |           |               |

## AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

### Project Information

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

### Basic Directions

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

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

### Contractor Information

|                    |   |                  |                          |
|--------------------|---|------------------|--------------------------|
| Contractor Name    | Living & Campos (LCA) Architects  | Agency's Contact | Carl Campos              |
| OUSD Vendor ID #   | 1010791   | Title            | Architect of Record      |
| Street Address     | 1900 Broadway Avenue, Suite 800   | City             | Oakland State CA Zip 946 |
| Telephone          | 510-272-1060  | Policy Expires   | 5-30-2012                |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                  |                          |
| OUSD Project #     | 07140   |                  |                          |

### Term

Date Work Will Begin 10-27-2011 Date Work Will End By 7-1-2013  
(not more than 5 years from start date)

### Compensation

|                               |    |                              |                |
|-------------------------------|----|------------------------------|----------------|
| Total Contract Amount         | \$ | Total Contract Not To Exceed | \$1,023,996.00 |
| Pay Rate Per Hour (if hourly) | \$ | If Amendment, Changed Amount | \$ 23,360.00   |
| Other Expenses                |    | Requisition Number           |                |




### Budget Information

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

| Resource #       | Funding Source | Org Key    | Object Code | Amount      |
|------------------|----------------|------------|-------------|-------------|
| 9299, 9399, 9499 | Measure B      | 2059901820 | 6215        | \$23,360.00 |

### 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 | 2-7-12       |
| 2. | General Counsel, Department of Facilities Planning and Management |              | Signature |  | Date Approved | 2-9-12       |
| 3. | Assistant Superintendent, Facilities Planning and Management      |              | Signature |  | Date Approved |              |
| 4. | President, Board of Education                                     |              | Signature |   | Date Approved |              |