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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VH*
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management *LJ*

Board Meeting Date October 28, 2015

Subject Small Architectural Design Contract - Loving and Campos (LCA) Architects - Havenscourt Coliseum College Prep Academy (CCPA) Science Classrooms Renovation Project

Action Requested Approval by the Board of Education of a Small Architectural Design Contract with Loving and Campos (LCA) Architects for Design Services on behalf of the Havenscourt Coliseum College Prep Academy (CCPA) Science Classrooms Renovation Project, in an amount not-to exceed \$126,500.00. The term of this Agreement shall commence on October 29, 2015 and shall conclude no later than December 1, 2017.

Background The scope of the project design services for science labs and associated equipment and furniture, acid neutralization tank, fire sprinklers and accessibility upgrades, construction administration and project closeout. This agreement includes 10% allowance.

Discussion This agreement is for architectural and engineering services for the science classroom and labs project.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

Recommendation Approval by the Board of Education of a Small Architectural Design Contract with Loving and Campos (LCA) Architects for Design Services on behalf of the Havenscourt Coliseum College Prep Academy (CCPA) Science Classrooms Renovation Project, in an amount not-to exceed \$126,500.00. The term of this Agreement shall commence on October 29, 2015 and shall conclude no later than December 1, 2017.

Fiscal Impact Measure J

Attachments

- Small Architectural Design Contract including scope of work
- Certificate of Insurance
- Consultant Proposal

**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
Loving and Campos Architects (LCA)**

This Agreement for Architectural Services is made as of the 1st day of October 1, 2015 , between the **Oakland Unified School District**, a California public school district ("District"), and **Loving and Campos Architects (LCA)** ("Architect") (individually a "Party" and collectively the "Parties"), for the following project ("Project"):

Havenscourt Coliseum College Prep Academy Science Classrooms Renovations Project
located at 1390-66th Avenue, Oakland, CA 94621.

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

Definitions

- 1.1. In addition to the definitions above, the following definitions for words and 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-Built")**: Any document prepared and submitted by District's 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 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. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
 - 1.1.7. **District**: The **Oakland Unified School District**.
 - 1.1.8. **DSA**: The Division of the State Architect.
 - 1.1.9. **Project 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.
 - 1.1.10. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Built, sketches, details, and clarifications.

- 1.1.11. **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.
- 1.1.12. **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 provide the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed or authorization from District to perform Services requested hereunder.
- 2.2. 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.
- 2.3. 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.

Completion of Services

- 2.4. 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 time as specified in the notice, if any. **Commencing October 29, 2015 and concluding no later than December 1, 2017.**

Article 3. Compensation and Value of Agreement

- 3.1. District shall pay Architect for all Services contracted for under this Agreement on a time and materials basis. The total compensation paid Architect pursuant to this Agreement may not exceed One hundred twenty-six thousand, five hundred Dollars (\$126,500.00).
- 3.2. Architect shall notify District if District requested services or reimbursables will exceed the _____ NA _____ Dollars (\$ 0.00) limit of this Agreement. If any work is performed by Architect without the prior written authorization of District, District shall not be obligated to pay for such work. The Parties may, by written agreement, increase the monetary limit of this Agreement.
- 3.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Architect submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 3.4. **Expenses.** District shall not be liable to Architect for any costs or expenses paid or incurred by Architect in performing Services for District.

Article 4. Ownership of Data

- 4.1. 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.

- 4.2. 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.
- 4.3. 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, a "thumb" drive and/or compact disc with these documents that is compatible with AutoCAD. As to any drawings that Architect provides in a 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.
- 4.4. 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.
- 4.5. 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") in electronic format (Microsoft Word) which the District shall have the right to utilize in any way permitted by statute:
 - 4.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 4.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 4.5.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical, and electrical), roof plan, sections, and exterior elevations of the Project.
 - 4.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data, and reports prepared by the Architect under this Agreement.
- 4.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, 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 and other information that might identify the Architect and the Architect's consultants.

Article 5. Termination of Contract

- 5.1. If Architect fails to perform Architect's duties to the satisfaction of the District and as required by this Agreement, 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 this Agreement. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 5.2. District shall have the right in its sole discretion to terminate this 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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 costs associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 5.6. 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.

Article 6. Indemnity/Architect Liability

- 6.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents, directly or indirectly, arising out of, connected with, or resulting from the performance of the

Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

Article 7. Mandatory Mediation for Claims

- 7.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through the tenth (10th) day after termination of the Mediation, unless otherwise agreed to by the Parties.
- 7.2. Except as set forth below, the Parties agree to refrain from filing, maintaining, or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 7.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, or any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 7.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 7.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 7.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 7.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provisions herein.

Article 8. Fingerprinting

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services in this Agreement of this Project, that Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 9. Responsibilities of the District

- 9.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 9.2. 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.
- 9.3. 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.
- 9.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and desirable for the coordination or management of work related to the Project.
- 9.5. The District shall provide to the Architect all relevant information it knows it possesses regarding the Project that the Architect needs to perform its Services. The District shall provide this information and its decisions required under this Agreement in a timely manner and to avoid unreasonable delay in the Project.

Article 10. Liability of District

- 10.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided for 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.
- 10.2. 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 may be furnished or loaned to Architect by District.

Article 11. Nondiscrimination

- 11.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person.
- 11.2. Architect shall comply with any and all applicable regulations and laws governing

nondiscrimination in employment.

Article 12. Insurance

12.1. The Architect shall procure and maintain at all times it performs any portion of Services the following insurance with minimum limits equal to the amount indicated below.

12.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Architect, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from or in connection with the performance of any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

12.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of Architect's employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Architect shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Architect's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

12.2. **Proof of Carriage of Insurance.** The Architect shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

12.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.

12.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Article 13. 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 compensation, fee, commission, percentage fee, gift, or contingency.

Article 14. Entire Agreement/Modification

This Agreement, including the Exhibits incorporated by reference into this Agreement, 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 15. 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.

Article 16. Law/Venue

16.1. This Agreement has been executed and delivered in the State of 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.

- 16.2. 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 17. Alternative Dispute Resolution

17.1. Architect's Invoices

17.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, what portion or amount of the Architect's invoices that are disapproved for payment, what portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

17.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to any such disapproved portion or amount of the Architect invoices and the Disputed Architect Invoice Detail to determine if the dispute can be resolved. Such meet and confer communications shall include, but are not limited to, face-to-face meetings within thirty (30) days of the Architect's notice to the District with the appropriate District and Architect personnel as appropriate and necessary.

17.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a dispute as indicated herein.

17.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

17.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for any Disputed Architect Invoice Detail shall satisfy this negotiation requirement.

17.2.2. **Mediation.** Within thirty (30) days, but no earlier than fifteen (15) days, following the earlier of receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

17.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

17.3. Architect shall neither rescind nor stop the progress of its work pending the outcome of any dispute under this Agreement.

Article 18. 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 19. Employment Status

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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).
- 19.5. A determination of employment status pursuant to the preceding paragraphs of this Article 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.
- 19.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 20. Warranty and Certification of Architect

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

- 20.3. Architect warrants and certifies that it is aware of the provisions of the 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 may be One Thousand Dollars (\$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 Laws.

Article 21. 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).

Article 22. Notices & Communications

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

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601

Attn: Tadashi Nakadegawa

Architect:

Loving and Campos Architects (LCA)
245 Ygnacio Valley Road
Walnut Creek, CA 94596

Attn: Carl Campos

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 23. 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 percent (3%), 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 this Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Architect's good faith efforts to meet these goals.

Article 24. District's Right to Audit

- 24.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any 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.

- 24.2. 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.
- 24.3. 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.
- 24.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and 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.
- 24.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 24.6. 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 25. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE). Architect shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

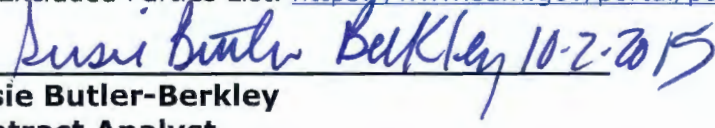
Article 26. Other Provisions

- 26.1. Neither the District's review of, 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.
- 26.2. 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 construed against any party as the drafter of the Agreement.
- 26.3. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any

statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 26.4. **Exhibit "A"** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

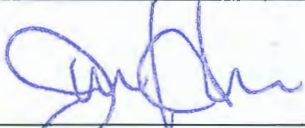
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions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


Susie Butler-Berkley
Contract Analyst

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 10/29/15
Date


Antwan Wilson, Superintendent & Secretary, Board of Education 10/29/15
Date


Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 10/2/15
Date

ARCHITECT


By: CARL E. CAMPOS 10/2/2015
Its: Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 10.2.15
Date

File ID Number: 15-2040
Introduction Date: 10/28/15
Enactment Number: 15-1678
Enactment Date: 10/28/15
By: 002

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither LCA ARCHITECTS INC. [Type name of Architect] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Architect or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Architect on the 2 day of OCTOBER 2015 for the purposes of submission of this Agreement.

By: _____


Signature

CARL E. CAMPOS

Typed or Printed Name

Chief Executive Officer

Title

EXHIBIT "A"
SCOPE OF SERVICES

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2015

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: Julie Nelson	FAX (A/C, No): 510 452-2193
	PHONE (A/C, No, Ext): 510 465-3090	E-MAIL ADDRESS: jnelson@dealeyrenton.com
INSURED LCA Architects, Inc. 245 Ygnacio Valley Road, #200 Walnut Creek, CA 94596	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Co.	NAIC #: 29424
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Catlin Insurance Company, Inc.	19518
	INSURER D: Sentinel Insurance Co. LTD	11000
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			57SBWLQ8132	05/30/2015	05/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57UEGHS9127	05/30/2015	05/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			57SBWLQ8132	05/30/2015	05/30/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WZP81023298	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			AED981851215	12/01/2014	12/01/2015	\$2,000,000 per claim \$4,000,000 annl aggr.

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

General liability excludes claims arising out of professional services.

Ref: Havenscourt CCPA Science Classroom Project @ 1390 66th Ave, Oakland, CA 94621

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

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie Nelson

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DESCRIPTIONS (Continued from Page 1)

the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Certificate Holder.

Insured: LCA Architects, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBWLQ8132
Policy Effective Date: 05/30/2015
Additional Insured:

NAME OF PERSON(S) OR ORGANIZATION(S): Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

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

Insured: LCA Architects, Inc.
Policy Number: WZP81023298
Effective Date: 01/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

SCHEDULE

Person or Organization

Job Description

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

PERSON(S) OR ORGANIZATION(S): Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives

Countersigned by



Authorized Representative

October 1, 2015

EXHIBIT A

Tadashi Nakadegawa, Director, Facilities
Oakland Unified School District
955 High Street, Oakland, CA 94601
(510) 879-8386 office
(510) 719-6115 mobile
tadashi.nakadegawa@secmail.ousd.k12.ca.us



Oakland Unified School District
Coliseum College Prep Academy
Science Classrooms Renovations
1390 66th Avenue, Oakland, California

LCA 15053

Dear Tadashi,

1. Introduction

We are pleased to provide this professional design service proposal, see **Exhibit 1**, for work at the Havenscourt Middle School Campus (1390 66th Ave, Oakland, CA 94621) to renovate an existing classroom into a Chemistry Science Laboratory for the Coliseum College Prep Academy.

On September 2, 2014, Brent Randall of LCA Architects met with Al Anderson, Fabiana Ahumada (CCPA Assistant Principal), and Jessica Sawczuk (CCPA Science Department Head) at the school site to review existing conditions and discuss programming.

2. Our understanding of the scope of work is as follows:

- A. Construction Cost Budget: **\$750,000.00**, which includes hazardous abatement
- B. Work only in Classroom 6 to be done (Chemical Laboratory Classroom)
- C. No work in Classrooms 1 & 2 to be done (AP Biology Laboratory Classrooms)
- D. Fire sprinkler system required for science classroom.
- E. Fire sprinkler system to be sized for all 3 science labs, but install only for Classroom 6 at this time with flexibility to connect to other labs in the future.

- F. Classroom 6 to be completely gutted (remove all wall finishes to face of studs to facilitate routing of utilities)
- G. All existing cabinetry to be removed and replaced with science-lab grade furniture with epoxy resin countertops.
- H. Provide accessible 4'-0" wide Fume hood
- I. Coordinate fume hood flue at roof & patch roofing as needed.
- J. Provide accessible emergency eye wash & shower
- K. Provide goggle cabinet
- L. Provide storage for Microscopes (microscopes not included)
- M. Provide island demonstration table
- N. Provide acid & flammable storage cabinets
- O. Provide acid neutralization system for all lab waste lines.
- P. Acid neutralization tank system be sized for all 3 science labs, but install only for Classroom 6 at this time with flexibility to connect to other labs in the future.
- Q. Provide underground acid neutralization tank outside the building connected to monitoring station inside Classroom 6. Route all laboratory waste lines into tank before connecting to sanitary sewer line.
- R. Provide Interactive white board
- S. Provide under-counter dishwasher for sanitization of glassware
- T. Paint all walls.
- U. Provide new finish flooring (sheet linoleum with welded seams and 6" integral coved wall base).
- V. If existing toilet rooms do not comply with current accessibility code, must be updated as required by DSA. This work is not included in this fee proposal.
- W. If existing accessible path of travel does not comply with current accessibility code, must be updated as required by DSA. This work is not included in this fee proposal.
- X. Project will require minimum 50% local hire
- Y. Title 24 calculations required for envelope, mechanical, and electrical.

3. Our understanding of the project schedule is as follows:

- A. Programming / Schematic Design – 2 months
- B. DD / CD – 3 months
- C. DSA Review & Approval – 4 months
- D. Bidding & District Contract Award – 2 months
- E. Construction – 4 months
- F. Close Out – 1 month

4. Our services to meet your objectives are as follows:

A. Programming / Schematic Design

- 1. Prepare CAD base plans (field measure & verify existing conditions)
- 2. Attend meetings with Site User Group (assume 3 meetings)
- 3. Issue meeting notes documenting decisions regarding design of project
- 4. Establish schematic design based on programming.

B. Design Development / Construction Documents

- 1. Prepare contract documents, drawings and specifications.
- 2. Provide 100% DD set to District for review.
- 3. Provide (1) conceptual cost estimate based on 100% DD.
- 4. Provide 50% CD set to District for review.
- 5. Provide DSA Submittal set to District for review.
- 6. Provide (1) conceptual cost estimate based on the DSA Submittal.

B. DSA Review & Approval

- 1. Submit project to DSA for review.
- 2. Respond to all DSA Back-check comments.
- 3. Attend DSA Back-check meeting(s) to obtain approvals.

D. Bidding

- 1. Attend Pre-Bid Walk with prospective Contractors
- 2. Respond to Bidding Questions
- 3. Issue Addenda

E. Construction Administration

1. Review shop drawings and submittals for conformance to design intent.
2. Respond to requests for information.
3. Maintain logs for RFI's, bulletins, and submittals.
4. Attend weekly construction meetings (prepare agendas & meeting notes).
5. Final Punch List

One visit and list will be provided when Contractor is substantially complete, whereupon it will be the responsibility of the Contractor to provide the Architect with photographic proof that all punch list items have been satisfactorily completed as determined by the Architect.

6. Conformed Documents & Record Drawings:

General Contractor will maintain an up-to-date set of construction drawings posted with all addenda, bulletins, RFI responses, etc. throughout project, and upon completion will be responsible to provide the District with conformed-to-construction, as-built record drawings at the end of the job. The Design Team will review the Contractor's record drawings for general responsiveness and completeness, but it will be each Contractor's responsibility to prepare record drawings per the recommendations of the Architect and requirements of the District.

5. Services Not Included:

- A. The following services are not included in the Proposal:

- a. Topographical Maps and/or Boundary Surveys
- b. Geotechnical Engineering
- c. Destructive Testing
- d. Hazardous material abatement
- e. Civil Engineering
- f. C3 storm water quality control design
- g. Landscape Architecture
- h. Security systems
- i. Special acoustical design
- j. Building information modeling (BIM)
- k. Traffic studies
- l. More than (3) meetings with Site User Group
- m. Providing more than (1) Punch List
- n. Conformed-to-construction CAD construction drawings
- o. Resolution of unforeseen conditions
- p. Construction Management Software, subscription and management
- q. Any other consultant, engineer, or discipline not specifically identified in this proposal.

- B. We can assist you in obtaining consultants and proposals in these areas as required, but we will not take responsibility for the timing or content of their work. Additional consultants retained by us at your request will be billed as additional services.

6. General Conditions

The following are the General Conditions, and the Architect, **LCA ARCHITECTS INC.**, and the Owner, **OAKLAND UNIFIED SCHOOL DISTRICT** agrees as follows:

- A. The Owner shall furnish the Architect with a certified survey showing existing contours, boundaries, easements, tree locations, structures, utility locations and grading information. The Owner shall be responsible for all required documents to secure approval of all governmental and/or other authorities having jurisdiction over the project. The Owner shall provide for all legal services required for the development of this project.
- B. Termination of this agreement may be initiated at any time by either party with 15 days written notice. Owner agrees to remunerate the Architect for his services to date of notification.
- C. In the event of cancellation of architectural services, the Owner shall be billed only for that portion of work completed.
- D. The Architect is to be equitably paid for changes to approved schemes, delays, errors and/or insolvency of others that cause him or his consultants to perform additional services.
- E. Arbitration: All questions in dispute under this agreement may be submitted to arbitration in accordance with the Provisions of the American Arbitration Association.
- F. In the event any party files an action or arbitration procedure with relation to a dispute arising out of this contract, the prevailing party is entitled to recover reasonable attorney's fees and costs associated with this procedure.
- G. Ownership of drawings and specifications as instruments of service is that of the Architect, whether the work for which they are made be executed or not. Architect will provide Owner with a reproducible set of original plans for his use on a reimbursable basis.
- H. This work is covered by the Mechanics Lien Laws of the State of California. The Architect may elect to file preliminary lien notices to the landowner and all parties involved.
- I. Carl Campos (CA License No. C10482), David Bogstad (CA License No. C21379) and Peter Stackpole (CA License No. C16939) are licensed architects in the State of California and are employees of LCA Architects Inc., a California Corporation.
- J. Carl Campos, David Bogstad and Peter Stackpole may not be able to personally represent this project at every meeting or public hearing. A senior professional employee will be available to represent the Architect in the event a principal is not available.

Carl Campos will be the Principal-in-Charge.
Brent Randall will be the Project Manager.

- K. The Owner agrees to hold harmless, indemnify, and defend the Architect, its directors, officers, employees and subconsultants from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants, or pollution of any kind, including but not limited to noise pollution, excepting any such liability as may arise out of the sole negligence or willful misconduct of Architect, its directors, officers, employees and subconsultants in the performance of services under this agreement.
- L. In accordance with California Civil Code §8782.5, Owner and Architect have negotiated this provision after discussing and understanding the relative benefits and risks of the work, alternatives available to Owner, including modifying this provision in exchange for additional payments by Owner or seeking other consulting services. To the fullest extent permitted by law, Owner agrees to limit the liability of Architect, its directors, officers, employees and subconsultants to Owner, contractors, subcontractors, lenders, suppliers, manufacturers and all others, arising from Architect's services on this project such that the total aggregate liability, including costs of defense and reasonable attorney fees shall not exceed \$500,000.00 or the total fee for the services on this project, whichever is greater. The Owner further agrees to require of all contractors and subcontractors an identical limitation of Architect's liability.
- M. Late payment interest. Terms of payment: Sums invoiced are due and payable upon receipt. A service charge of 1½% per month will be charged on amounts past due 30 days. The Owner agrees to pay reasonable attorney's fees and other costs incurred at collection.
- N. Notwithstanding any other provision in this Agreement to the contrary, nothing herein contained shall be construed as constituting a guarantee, warranty or assurance, either express or implied, that the architectural services will yield or accomplish a perfect outcome for the project; or obligating the Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architects under like circumstances; or an assumption by the Architect of the liability of the other party. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Owner or Architect.

Tadashi Nakadegawa
CCPA Science Laboratory Renovation
October 1, 2015
Page 7 of 8

We appreciate the opportunity to assist the District with this exciting project,
and look forward to being of service on this project.

Best regards,

A handwritten signature in blue ink, appearing to read 'Campos', with a long horizontal stroke extending to the right.

Carl E. Campos, CEO
LCA Architects Inc.
Lic. No. C10482

Attachments:

- Exhibit 1 – Professional Fee Schedule
- Exhibit 2 – LCA Hourly Fee Schedule

AGREED & ACCEPTED:

Authorized Signature

Date

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

EXHIBIT 1

PROJECT FEE SCHEDULE

1. **PROJECT FEE SCHEDULE**

		Fee
Programming / Schematic Design	15%	\$17,250.00
DD / Construction Documents (includes DSA Approval)	45%	\$51,750.00
Bidding	5%	\$5,750.00
Construction Administration	25%	\$28,750.00
Close Out	10%	\$11,500.00
Total Fee *		\$115,000.00

** INCLUDES:*

*Architectural Services
Structural Engineering
Mechanical, Plumbing, and Fire Sprinkler Engineering
Electrical Engineering
Conceptual Cost Estimating*

2. **NOTES PERTAINING TO FEE SCHEDULE**

- A. These fees will be billed in keeping with the progress of our work and are due and payable (with no retention) within 30 days upon the District's receipt of billing invoice from LCA Architects.
- B. Proposal based on project completion in approximately 11 months from date of proposal.
- C. This fee quote is good for 30 days.
- D. Reimbursables: Included in the Project Fee, does not include DSA fees.
- E. Additional Services: Services in addition to the basic scope of work shall be provided on an hourly basis or a mutually agreed upon fixed fee. The rates and multipliers for additional services shall be per the Hourly Fee Rate Schedule attached as **Exhibit 2**.
- F. We reserve the right to request additional compensation if the construction budget is increase based on an agreed-upon scope document.



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

EXHIBIT 2

LCA ARCHITECTS, INC. 2015 FOURTH QUARTER HOURLY FEE SCHEDULE *

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$210.00
<i>Principal Emeritus</i>	\$210.00
<i>Associate</i>	\$190.00 to \$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
<i>Administration / Research / Presentations</i>	\$90.00 to \$105.00
<i>Clerical</i>	\$105.00
<i>Architectural Animation</i> Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video "fly-by's," walkthrough's, and other simulations.	\$165.00
<i>Expert Witness</i> Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500.00
<i>Perspective Sketches and Renderings, Visual Simulations</i>	On a Per Drawing Basis
<i>Mileage (outside of the Walnut Creek area)</i> **as adjusted by IRS guidelines	\$0.655 / mile **
Reimbursable Expenses are charged at cost + 5% Copies, prints, CADD plots, architectural photography, scanning, presentation mounting, postage, express mail, courier service, and travel will be billed on a reimbursable basis.	
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.	

* Effective 10/01/2015. Subject to change quarterly.



SMALL ARCHITECTURAL DESIGN ROUTING FORM

Project Information

Project Name	Havenscourt Coliseum College Prep Academy Science Classroom and Labs	Site	207
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Basic Directions

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

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

Contractor Name	Loving and Campos (LCA) Architects	Agency's Contact	Carl Campos				
OUSD Vendor ID #	I010791	Title	Architect of Record				
Street Address	245 Ygnacio Valley Road	City	Walnut Creek	State	CA	Zip	94596
Telephone	925-944-1626	Policy Expires	5-30-2016				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	15118						

Term

Date Work Will Begin	10-29-2015	Date Work Will End By (not more than 5 years from start date)	12-1-2017
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$126,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
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
9450	Measure J	2079905890	6215	\$126,500.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	10/2/15		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved			
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	10/2/15		
4.	Senior Business Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			