

Board Office Use: Legislative File Info.	
File ID Number	20-0177
Introduction Date	2-26-2020
Enactment Number	20-0260
Enactment Date	2/26/2020 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date February 26, 2020

Subject Amendment No. 5, of an Agreement for Architectural Services for the Fremont High School New Construction Project to LCA Architects

Action Requested Approval by the Board of Education of Amendment No. 5, of an Agreement for Architectural Services between the District and LCA Architects, Walnut Creek, CA, for the latter to provide the following amended services: additional service requests #13 - Site design coordination/study, #14 - Wellness center La Clinica coordination, #15 - Bldg. B envelope (exterior plaster and sunshades) and #16 - Bldg. B MPOE relocation, to include cost for the library exterior renovation, for the Fremont High School New Construction Project, in an additional amount of \$500,000.00, which includes a contingency fee of \$55,380.00 increasing Agreement not to exceed amount from \$8,607,465.00 to \$9,107,465.00 authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2020 and schedule to last until February 28, 2021, pursuant to the Amendment. The revised term end date is February 28, 2021.

Discussion The scope of work is for additional service requests #13 - Site design coordination/study, #14 - Wellness center La Clinica coordination, #15 - Bldg. B envelope (exterior plaster and sunshades) and #16 - Bldg. B MPOE relocation, to include cost for the library exterior renovation, for the Fremont High School New Construction Project. Also time extension for additional 59 days.

LBP (Local business participation percentage) 73.00%

Recommendation Approval by the Board of Education of Amendment No. 5, of an Agreement for Architectural Services between the District and LCA Architects, Walnut Creek, CA, for the latter to provide the following amended services: additional service requests #13 - Site design coordination/study, #14 - Wellness center La Clinica coordination, #15 - Bldg. B envelope (exterior plaster and sunshades) and #16 - Bldg. B MPOE relocation, to include cost for the library exterior renovation, for the Fremont High School New Construction Project, in an additional amount of \$500,000.00, which includes a contingency fee of \$55,380.00 increasing Agreement not to exceed amount from \$8,607,465.00 to \$9,107,465.00 authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2020 and schedule to last until February 28, 2021, pursuant to the Amendment. The revised



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

term end date is February 28, 2021.

Fiscal Impact

Fund 21, Measure J

Attachments

- Amendment No. 5
- Proposal
- Insurance Certificate

AMENDMENT NO. 5

ARCHITECTURAL AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **LCA Architects**. OUSD entered into an agreement with CONTRACTOR for services on **March 13, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont High School New Construction Project** 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.</p> <p>The CONTRACTOR agrees to provide the following amended services: This amendment covers additional service requests #13 – Site design coordination/study; 14# - Wellness center La Clinica Coordination, #15 – Bldg. B envelope (exterior plaster and sunshades and #16 – Bldg. B MPOE relocation. Also includes cost for the library exterior renovation add service request. In an additional amount of \$500,000, which includes a contingency fee of \$55,380.00. Please find the additional service requests 13, 14, 15, and 16 attached and include further information regarding the scope.</p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>Fifty-Nine Days</u>, and the amended expiration date is <u>February 28, 2021</u>.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> Increased by: <u>Five Hundred Thousand dollars, (\$500,000.00 with an \$55,380.00 contingency)</u>. </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____). </p> <p>Prior to this amendment, the not to exceed contract price was <u>Eight Million, Six Hundred Seven Thousand, Four Hundred Sixty-Five Dollars (\$8,607,465.00)</u>, and after this amendment, the not to exceed contract price will be: <u>Nine Million, One Hundred Seven Thousand, Four Hundred Sixty-Five dollars and no/100 (\$9,107,465.00)</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)
01	3-28-2018	Compensation	\$74,760.00
02	5-9-2018	Compensation	\$30,000.00
03	9-12-2018	Compensation	\$20,950.00
04	1-9-2019	Term & Compensation	\$3,165,755


OAKLAND UNIFIED SCHOOL DISTRICT



 Jody London, President,
 Board of Education

2/27/2020


 Date



 Kyla Johnson-Trammell, Superintendent
 Secretary, Board of Education

2/27/2020

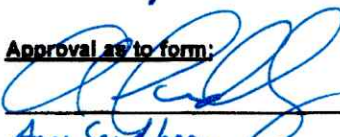
 Date



 Tadashi Nakakegawa, Interim Deputy Chief,
 Facilities Planning and Management

1/23/20

 Date


Approval as to form:


 Anne Sandberg
 (name)
 General Counsel, Facilities, Planning and Management

1/29/20

 Date

CONTRACTOR



 Contractor Signature

1/23/20

 Date

Carl E. Campos

 Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: LCA Architects

Detailed Description of Services to be provided: This amendment covers add service requests #13 – Site design coordination/study; 14# - Wellness center La Clinica Coordination, #15 – Bldg. B envelope (exterior plaster and sunshades and #16 – Bldg. B MPOE relocation. Also includes cost for the library exterior renovation add service request. In an additional amount of \$500,000, which includes a contingency fee of \$55,380.00.

2. Specific Outcomes:

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 checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



ADDITIONAL SERVICE REQUEST

13

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.

DATE: September 17, 2019

LCA #14019

PROJECT: Fremont High School Modernization & New Construction

OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: Site Design Coordination / Underground Utility / Survey

SCOPE OF SERVICES:

This Additional Service Request is for work performed to revise the construction documents in response to changing scope and unforeseen existing infrastructure that was not accurately documented in site survey information provided to the design team.

Bulletins 4-004, 4-004.1, 4-004.2, 4-004.3, 4-004.4, and 4-004.5 were issued to respond directly to underground utility coordination involving multiple iterations to the drawings. Bulletin 4-015 provided revised grading plans.

Landscape plans were revised for Increments 2, 3 and 4 as required to coordinate with the changes to civil plans.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

	Hours	Rate	Fee
LCA Architects	32	\$195	\$6,240.00
Calichi Design Group			
Increment 3 Plan Revisions			\$1,650.00
Increment 4 Plan Revisions			\$32,000.00
Keller Mitchell			
Amy Cupples	108.5	\$180	\$19,530.00
Irrigation Consultant	8	\$125	\$1,000.00
Total (fixed fee)			\$60,420.00



ADDITIONAL SERVICE REQUEST

13

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you

A handwritten signature in black ink, appearing to read "Carl Campos", written over a horizontal line.

Carl Campos, CEO
LCA Architects

9/17/19

DATE

DISTRICT REPRESENTATIVE

DATE

Authorization of Additional Services indicated

ATTACHMENTS

- Calichi Design Group ASR, dated September 16, 2019 (9 pages)
- Keller Mitchell ASR dated November 27, 2018 (1 page)
- Bulletin 4-004.5 and 4-015 (20 pages)



ADDITIONAL SERVICE REQUEST

14

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.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 13, 2018
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: La Clinica Revisions

SCOPE OF SERVICES:

Following a meeting with La Clinica at OUSD on May 30, 2019 the design team was directed to proceed with additional revisions to the plans and specs to coordinate with requirements from La Clinica's dental exam team. Bulletin 4-010 was issued on July 8, 2019 and included 17 revised sheets of drawings from Architecture, Electrical, Plumbing and Mechanical as well as revised specs for specialty plumbing.

For this work, we respectfully request the following compensation:

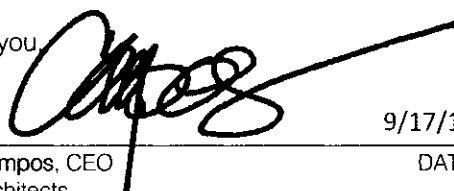
ASR FEE SCHEDULE

	Hours	Rate	Fee
LCA Architects -- Design	50	195	\$9,750.00
Guttman & Blaevot – Mechanical, Plumbing, Fire Protection			\$14,800.00
EDesignC – Electrical, Low Voltage			\$2,750.00
Total (fixed fee)			\$27,300.00

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,



Carl Campos, CEO
LCA Architects

9/17/19

DATE

DISTRICT REPRESENTATIVE
Authorization of Additional Services indicated

DATE

ATTACHMENTS

- Exhibit A – 2019 Hourly Fee Schedule (1 page)
- Exhibit B – Consultant Proposals – G&B and EDesignC (4 pages)
- Exhibit C – La Clinica Design Requirements Letter, IT and Equipment Markups
- Exhibit D – Bulletin 4-010 (21 pages)

Exhibit A – 2019 HOURLY FEE SCHEDULE*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<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.	\$170.00/hr.
<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/hr.
<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	0.58/mile**
Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.	
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 01/01/2019. Subject to change quarterly.



ADDITIONAL SERVICE REQUEST 15

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.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 13, 2018
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: Building B Envelope (New Plaster and Sun Shades)

SCOPE OF SERVICES:

OUSD provided direction to the design team to proceed with work on replacing the exterior plaster on building B (email from Huy on 8/2/19) and providing new exterior sunshades in lieu of salvaging and repainting the existing perforated steel panels (email from Huy on 6/18/19).

Cahill provided cost estimates for this new scope totaling \$590,000 (\$165,000 for the sun shades and 425,000 for the plaster replacement). Design fees are based on 9% of the construction budget in accordance with Article 6 of the Agreement for Architectural Services dated April 13, 2016.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

	Fee
LCA Architects	\$38,100.00
KPW Structural Engineers	\$15,000.00
Total (fixed fee)	\$53,100.00

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,



Carl Campos, CEO
LCA Architects

9/13/19

DATE

DISTRICT REPRESENTATIVE

Authorization of Additional Services indicated

DATE

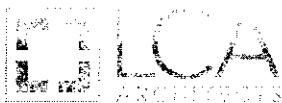
ATTACHMENTS

- Exhibit A – 2019 Hourly Fee Schedule (1 page)
- Exhibit B – Consultant Proposals – KPW Structural Engineers (1 page)
- Exhibit C – Cahill Cost Estimates (2 pages)
- Exhibit D – Bulletin 3-006 and 3-006.1 Plaster Replacement, and CCD 3-001 Sunshades (98 pages)

Exhibit A – 2019 HOURLY FEE SCHEDULE*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<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.	\$170.00/hr.
<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/hr.
<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	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime</i> - 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 01/01/2019. Subject to change quarterly.



ADDITIONAL SERVICE REQUEST

16

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.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 17, 2018
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: Building B MPoE Relocation

SCOPE OF SERVICES:

LCA facilitated a conference call with representatives from OUSD, Cahill, Calichi Design Group, and EDesignC on May 9th, 2019 to discuss underground utility coordination related to the Modernization of Bldg B and construction of new Gymnasium. That discussion led to direction from OUSD to proceed with redesign of site electrical systems to create a new Main Point of Entry (MPoE) for the campus on the ground floor of Building B as part of our Increment 3 work. This relieves congestion in the existing location in the basement of Building C and provides OUSD with a more convenient location to consolidate services for Fremont High School.

Followup site meetings occurred in conjunction with OAC meetings on May 15th and May 29th, and a conference call occurred on May 30th for final coordination prior to issuing the bulletins for Increments 2, 3 & 4, which documented the necessary revisions.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

	Fee
LCA Architects	\$5,000.00
Calichi Design Group - Civil	\$8,000.00
EDesignC Electrical Engineers	\$1,800.00
Total (fixed fee)	\$14,800.00

If you have any questions, please let us know.
We look forward to being of assistance with this additional work.

Thank you,

9/17/19

Carl Campos, CEO
LCA Architects

DATE

DISTRICT REPRESENTATIVE
Authorization of Additional Services indicated

DATE

ATTACHMENTS

- Exhibit A – 2019 Hourly Fee Schedule (1 page)
- Exhibit B – Consultant Proposals – Calichi Design Group (7 pages), EDesignC (1 page)
- Exhibit C – Bulletin 2-027 MPoE Tie In, 3-002 Bldg B MPoE, 4-016 Stadium Electrical (16 pages)

Exhibit A – 2019 HOURLY FEE SCHEDULE*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<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.	\$170.00/hr.
<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/hr.
<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	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime</i> - 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 01/01/2019. Subject to change quarterly.

Keller Mitchell & Co.

Landscape Architecture

302 Fourth Street
Oakland, CA 94607
T (510) 451-9987
F (510) 452-9987

November 27, 2018

Brent Randall
LCA Architects
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

**Subject: Fremont High School Increment #2, 3 & 4
Landscape Architectural Services**

Dear Brent:

We've had some changes to the drawings that are difficult for our firm to absorb at Fremont High School. In Increment #2, the bio retention has changed three times. For the third time our irrigation consultant will have to recalculate the water budget, modify the irrigation drawings and we will have to re work the planting to fit within the new configuration of the bio retention area.

Originally when we set up the project, we had 3 increment packages. When it went for 4 packages, we didn't charge an extra service even though it took time to re insert a new title block, add an additional set of specifications and re position the sheet layout. Lately, we have had to re work our drawings due to changes in the walls, moving the basketball court and adding trees for the Increment 4 package. Initially, it didn't appear to have an impact until last month and here is the time that has been spent.

Amy Cupples	84.5 hours @ \$ 180 = \$ 15,210 (October hours)
Amy Cupples	24 hours @ \$ 180 = \$ 4,320 (November hours)
Irrigation consultant	8 hours @ \$ 125 = \$ 1,000 (November hours)
TOTAL	\$ 20,530

Although our irrigation consultant has not started his work, he has seen the revisions and gave me an estimate.

Sincerely,



Jacquie Keller
President



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 1

September 16, 2019

Mr. Joel Williams

Architect

LCA Architects, Inc.

590 Ygnacio Valley Road, Suite 310

Walnut Creek, CA 94596

(925) 944-1626

RE: Additional Service Request (ASR) #2 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations Increments 3 and 4

Mr. Williams:

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

PROJECT UNDERSTANDING: This ASR #2 is based on the District issuing a revised topographic survey on March 12, 2018 for the site with additional information and utilities shown along with potholing efforts by the Contractor and subsequent coordination, redesign, and plan revisions issued resulting from the newly discovered underground utility information.

The following assumptions have been used to draft this ASR:

- There are no changes to the legal property boundary or easements.
- The standards and practices in effect at all agencies having jurisdiction at the time of this ASR will remain unchanged and in effect throughout the course of the Project. Should there be changes to the development code, or revisions to the standards that will result in changes to the scope of services or project as presented, CDG will provide revisions to the plans and supplemental studies, as required. This work will be completed under a separate contract.

The following items, if required, will be provided by others:

- Payment of all Permit or Impact Fees resulting from the revisions.

The following items, if required or desired, may be provided as an Additional Service:

- Physical Utility Exploration, Potholing, Mechanical Detection, Verification, Testing, or Inspections
- Certifications or Liability Releases

SCOPE OF SERVICES:

Task 1: Increment 3 Plan Site, Grading, and Utility Revisions – CDG revised the Construction Documents for Increment 3 to reflect the site features, doorways, and utilities added to the survey provided by the District.

In addition to adding existing utilities from the District provided as-builts to the District provided survey, an excessive number of bulletins were issued as a direct result of undocumented, or unforeseen utility coordination during construction. Hours spent to date on the revisions are provided as Attachment A.

Deliverable: Electronic copies (AutoCAD and pdf) of the revised plans.



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 2

Task 2: Increment 4 Plan Site, Grading, and Utility Revisions – CDG revised the Construction Documents for Increment 4 to reflect the site features, doorways, and utilities added to the survey provided by the District.

In addition to adding existing utilities from the District provided as-builts to the District provided survey, an excessive number of bulletins were issued as a direct result of undocumented, or unforeseen utility coordination during construction. Hours spent to date on the revisions are provided as Attachment A.

Additional Services - Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis. Subsequent iterations of any of the Tasks listed above can be undertaken using for the same scope and fee that appears above if undertaken within 6 months of the date of this ASR. 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. In addition to this remedy, the Client has the option to renegotiate lump sum fees for additional consulting services.

Information Provided By Client - CDG shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The following information shall be provided by the Client:

- Signed ASR
- Legal access to the site
- Previous project submittals, conditions of approval or other correspondence with agencies
- Comprehensive utility as-builts in pdf format for the site
- 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.

Use of Information - The Client may use the information produced as part of its due diligence, but should not use it as the sole basis for the Client's decision making. 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 ASR 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 term "the Client" shall refer to LCA Architects, Inc.



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 3

METHOD OF COMPENSATION: *Additional Service Request (ASR) #2 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations Increments 3 and 4*

Task	Task Description	Labor Fee
1	Increment 3 Plan Revisions	\$ 1,650
2	Increment 4 Plan Revisions	\$ 32,000

Fees listed above are Lump Sum unless specified otherwise. All Terms and Conditions shall be per the Base Contract dated December 16, 2015.

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute this ASR in the spaces provided below and return a copy to us by email. Fees and times stated in this ASR are valid for thirty (30) days after the date of this letter.

We appreciate the opportunity to present this proposal to you. Please do not hesitate to contact me if you have any questions.

CaliChi Design Group

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

TITLE: Principal

DATE: September 16, 2019



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 4

ATTACHMENT A

CALICHI DESIGN GROUP, LLC

PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco)

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
<i>Emrich, Brian</i>						
9/13/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$59.38	\$125.00
7/31/2018	TE Open Bal:	Time Entry Open Balance	4.00	4.00	\$237.52	\$500.00
		Emrich, Brian TOTAL:	5.00	5.00	\$296.90	\$625.00
<i>Johnson, Mark</i>						
11/21/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	2.00	2.00	\$104.88	\$250.00
11/26/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	8.00	8.00	\$419.52	\$1,000.00
12/7/2018	Reports:	Any report, e.g. Feasibility, Drainage, Sanitary Sewer, Hydraflows, Calculations, etc.	2.00	2.00	\$104.88	\$250.00
9/19/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	2.00	2.00	\$104.88	\$250.00
9/21/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	4.00	4.00	\$209.76	\$500.00
9/25/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	4.00	4.00	\$209.76	\$500.00
12/7/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	4.00	4.00	\$209.76	\$500.00

GROUPED BY Employee

CALICHI DESIGN GROUP, LLC

PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco)

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
7/31/2018	TE Open Bal:	Time Entry Open Balance	56.00	56.00	\$2,936.64	\$7,000.00
		Johnson, Mark TOTAL:	82.00	82.00	\$4,300.08	\$10,250.00
<i>Landes, Stephen</i>						
7/31/2018	TE Open Bal:	Time Entry Open Balance	9.50	9.50	\$781.00	\$1,187.50
		Landes, Stephen TOTAL:	9.50	9.50	\$781.00	\$1,187.50
<i>Lau, Karl</i>						
9/12/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$54.82	\$125.00
9/17/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$54.82	\$125.00
9/19/2018	RFIs:	RFIs	0.25	0.25	\$13.71	\$31.25
9/11/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.50	1.50	\$82.23	\$187.50
9/25/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	2.00	2.00	\$109.64	\$250.00
9/25/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.50	1.50	\$82.23	\$187.50
9/25/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.00	1.00	\$54.82	\$125.00
12/12/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.00	1.00	\$54.82	\$125.00
12/12/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	0.50	0.50	\$27.41	\$62.50
5/14/2019	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	2.50	2.50	\$137.05	\$312.50
12/12/2018	SWCP & Question:	Prelim Stormwater analysis, C.3 question, supplementl form for planning submittal, Prelim SWCP, Calc	1.50	1.50	\$82.23	\$187.50
7/31/2018	TE Open Bal:	Time Entry Open Balance	21.25	21.25	\$1,164.93	\$2,656.25
9/18/2018	Utility:	Includes preliminary Utility layout	0.50	0.50	\$27.41	\$62.50
5/6/2019	Utility:	Includes preliminary Utility layout	1.75	1.75	\$95.94	\$218.75
5/7/2019	Utility:	Includes preliminary Utility layout	0.50	0.50	\$27.41	\$62.50
		Lau, Karl TOTAL:	37.75	37.75	\$2,069.46	\$4,718.75
<i>Patel, Jalpa</i>						
8/1/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.50	1.50	\$62.25	\$187.50

GROUPED BY Employee

CALICHI DESIGN GROUP, LLC

PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco)

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
8/2/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$41.50	\$125.00
8/7/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	2.00	2.00	\$83.00	\$250.00
8/8/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$41.50	\$125.00
8/6/2018	Respd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	3.50	3.50	\$145.25	\$437.50
7/31/2018	TE Open Bal:	Time Entry Open Balance	10.50	10.50	\$435.75	\$1,312.50
8/13/2018	Util Modeling:	Utility Modeling	3.00	3.00	\$124.50	\$375.00
Patel, Jalpa TOTAL:			22.50	22.50	\$933.75	\$2,812.50

Prianto, Reco

7/31/2018	TE Open Bal:	Time Entry Open Balance	4.00	4.00	\$535.36	\$740.00
Prianto, Reco TOTAL:			4.00	4.00	\$535.36	\$740.00

Schlehr, Patrick

8/7/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	3.50	3.50	\$279.90	\$437.50
9/14/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	1.00	1.00	\$79.97	\$125.00
9/17/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	8.00	8.00	\$639.76	\$1,000.00
9/25/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	0.50	0.50	\$39.99	\$62.50
12/12/2018	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	2.50	2.50	\$199.93	\$312.50
5/2/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	3.00	3.00	\$239.91	\$375.00
5/3/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	4.00	4.00	\$319.88	\$500.00
5/6/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	3.00	3.00	\$239.91	\$375.00
5/7/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	4.25	4.25	\$339.87	\$531.25
5/8/2019	Base/Bldg Files:	BASE x-ref setup, Coordination with Design Team,	5.00	5.00	\$399.85	\$625.00
8/6/2018	Grading:	Grading	1.00	1.00	\$79.97	\$125.00
9/13/2018	Meetings:	Includes both in-person and over the phone or computer	1.00	1.00	\$79.97	\$125.00
11/26/2018	Meetings:	Includes both in-person and over the phone or computer	3.00	3.00	\$239.91	\$375.00
2/26/2019	Meetings:	Includes both in-person and over the phone or computer	0.75	0.75	\$59.98	\$93.75
8/10/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
8/13/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	4.00	4.00	\$319.88	\$500.00

GROUPED BY Employee

CALICHI DESIGN GROUP, LLC

PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco)

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
8/20/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.25	0.25	\$19.99	\$31.25
8/27/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
9/13/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	5.00	5.00	\$399.85	\$625.00
9/14/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
9/24/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.75	0.75	\$59.98	\$93.75
10/1/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	5.00	5.00	\$399.85	\$625.00
10/2/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	4.50	4.50	\$359.87	\$562.50
10/11/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	3.00	3.00	\$239.91	\$375.00
10/12/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.75	0.75	\$59.98	\$93.75
10/23/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.25	0.25	\$19.99	\$31.25
10/24/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	3.25	3.25	\$259.90	\$406.25
12/5/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
12/10/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.25	0.25	\$19.99	\$31.25
12/12/2018	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	2.50	2.50	\$199.93	\$312.50
1/8/2019	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	4.00	4.00	\$319.88	\$500.00
1/9/2019	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
3/18/2019	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	0.25	0.25	\$19.99	\$31.25
3/22/2019	QC:	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.00	1.00	\$79.97	\$125.00
8/3/2018	Reports:	Any report, e.g. Feasibility, Drainage, Sanitary Sewer, Hydraulics, Calculations, etc.	0.25	0.25	\$19.99	\$31.25
9/19/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	0.25	0.25	\$19.99	\$31.25

GROUPED BY Employee

CALICHI DESIGN GROUP, LLC

PROJECT TIME ENTRIES

PROJECT(MANAGER) : 16.023.003 - 024 ASR Incr 4--Redesign from new topo (Prianto, Reco)

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
9/28/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	4.00	4.00	\$319.88	\$500.00
10/16/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	2.25	2.25	\$179.93	\$281.25
10/31/2018	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	8.00	8.00	\$639.76	\$1,000.00
7/31/2018	TE Open Bal:	Time Entry Open Balance	51.25	51.25	\$4,098.46	\$6,406.25
		Schlehr, Patrick TOTAL:	146.25	146.25	\$11,695.61	\$18,281.25
		16.023.003-024 TOTAL:	307.00	307.00	\$20,612.15	\$38,615.00

PROJECT(MANAGER) : 16.023.003 - 023 ASR Incr 3--Redesign from new topo (Prianto, Reco)

DATE	ACTIVITY	DESCRIPTION	HRS	CLIENT HOURS	COST	AMOUNT
<i>Johnson, Mark</i>						
7/31/2018	TE Open Bal:	Time Entry Open Balance	2.00	2.00	\$104.88	\$250.00
		Johnson, Mark TOTAL:	2.00	2.00	\$104.88	\$250.00
<i>Lau, Karl</i>						
5/8/2019	Sheet Productio:	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	1.00	1.00	\$54.82	\$125.00
		Lau, Karl TOTAL:	1.00	1.00	\$54.82	\$125.00
<i>Patel, Jalpa</i>						
1/17/2019	Respn'd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	4.00	4.00	\$166.00	\$500.00
1/18/2019	Respn'd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	1.00	1.00	\$41.50	\$125.00
1/21/2019	Respn'd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	1.00	1.00	\$41.50	\$125.00
1/22/2019	Respn'd Ext Comm:	Includes: QC pickup and validation of comments, Comment response letter	1.00	1.00	\$41.50	\$125.00
7/31/2018	TE Open Bal:	Time Entry Open Balance	3.25	3.25	\$134.88	\$406.25
		Patel, Jalpa TOTAL:	10.25	10.25	\$425.38	\$1,281.25
		16.023.003-023 TOTAL:	13.25	13.25	\$585.08	\$1,656.25



DSA File # 1-H8
DSA Appl. # 01-116833
DSA P.T.N. # 61259 - 377

Date: July 15, 2019

Bulletin 4-004.5

Project: Fremont High School Modernization & New Construction
Increment #4
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<u> X </u>	Owner
<u> X </u>	Contractor
<u> X </u>	Inspector
<u> </u>	DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

<u> </u>	You are authorized to proceed with this work at no increase in price.
<u> X </u>	The District has authorized you to proceed with this work.
<u> </u>	Submit your cost for revised work.
<u> </u>	Submit your credit for revised work.
<u> </u>	You are <u>not</u> authorized to proceed with this work until DSA approval.

DESCRIPTION

- Bulletin 4-004.5
 - Adjusted is the profile of the SD line to cross under the existing duct bank that Cahill found to terminate into the existing library that was previously unknown.
 - Added is a leg of the INC1 SD to INC4 to pick up the Northwest corner RWL from the existing library.
 - It would be best if the line from the SD lift station at the bottom of the stairs was also connected to this leg.
 - Lowered are the storm line profile crossings of the grade beam on the west side of the gym near the track, to coordinate with structural and get the sleeves within the bottom 3rd of the grade beam.
 - Updated is the table of varies gravity line utility crossings. See table on sheet C6.0.
 - Updated is the invert elevation of the 4" SD Line that Dylan Strangmeyer brought to our attention on Thursday 7/11.
 - Holding the downstream invert of 36.71 and a slope of 1%, the correct IE at the building is 36.86.
- Revised Bulletin 4-004.4 responds to communication from CFJV that a portion of SD line was already installed per 4-004.2. Inverts and crossings adjusted per phone conversation between Cahill, Calichi & LCA.
- Revised Bulletin 4-004.3 responds to RFI's 4-064 & 4-073 as well as additional information observed and provide by contractor regarding existing conditions that differ from as-built and survey information used in design. SD, Gas, and SS lines have been coordinated around ductbank using info. provided by CFJV. Electrical utilities have been coordinated with needs for MPoE in Bldg B.
- Revised Bulletin 4-004.2 responds to email from contractor to revise invert elevations between POC at building and main tie-ins. Domestic water supply pipe size was also revised in coordination with plumbing requirements.

BY: Joel Williams

7/15/19

(Description continued)

- Revised bulletin 4-004.1 adds two plumbing sheets (4-P2.01 and 4-P2.02) documenting revisions in response to RFI 4-037.1 and RFI 4-044 related to furring behind urinals and piping outside of walls.
- This bulletin provides revised civil utility plans and underground plumbing plans in response to the following RFI's: 4-039 Plumbing Stub Outs, 4-040 FSR Location (see also CCD 4-003 pending DSA Approval), 4-045 Storm Drain, 4-049 Conc Duct & SD, 4-050 Utility Pole & SD.

Revision History

Table below shows sheets that have been issued in each version of this bulletin. Sheets listed in red were revised for that bulletin. Sheets listed in italic were revised for a previous bulletin and reissued. Bulletin 4-004.5 consolidates all previously issued sheets and is meant to supersede all previous versions.

Bulletin Revision Issues

4-004	4-004.1	4-004.2	4-004.3	4-004.4	4-004.5
				4-C1.3	<i>4-C1.3</i>
					<i>4-C3.1</i>
4-C6.0	4-C6.0	4-C6.0	4-C6.0	4-C6.0	4-C6.0
4-C6.1	4-C6.1	4-C6.1	4-C6.1		4-C6.1
4-C6.2	4-C6.2	4-C6.2	4-C6.2		4-C6.2
4-C6.3	4-C6.3	4-C6.3	4-C6.3	4-C6.3	4-C6.3
				4-C7.2	<i>4-C7.2</i>
4-P1.01	<i>4-P1.01</i>	<i>4-P1.01</i>			<i>4-P1.01</i>
4-P1.02	<i>4-P1.02</i>	<i>4-P1.02</i>			<i>4-P1.02</i>
	4-P2.01	<i>4-P2.01</i>			<i>4-P2.01</i>
	4-P2.02	<i>4-P2.02</i>			<i>4-P2.02</i>
			4-E1.00		<i>4-E1.00</i>



DSA File # 1-H8
DSA Appl. # 01-116833
DSA P.T.N. # 61259 - 377

Date: June 26 2019

Bulletin 4-015

Project: Fremont High School Modernization & New Construction
Increment #4
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

<input checked="" type="checkbox"/>	You are authorized to proceed with this work at no increase in price.
<input checked="" type="checkbox"/>	The District has authorized you to proceed with this work.
<input type="checkbox"/>	Submit your cost for revised work.
<input type="checkbox"/>	Submit your credit for revised work.
<input type="checkbox"/>	You <u>are not</u> authorized to proceed with this work until DSA approval.

DESCRIPTION

Summary: This bulletin provides revised grading plans, in coordination with storm drain design issued as part of Bulletin 4-004.3.

ATTACHMENTS

- Grading and Drainage Sheets: 4-C3.0, 4-C3.1, 4-C3.2, 4-C3.3, 4-C3.4

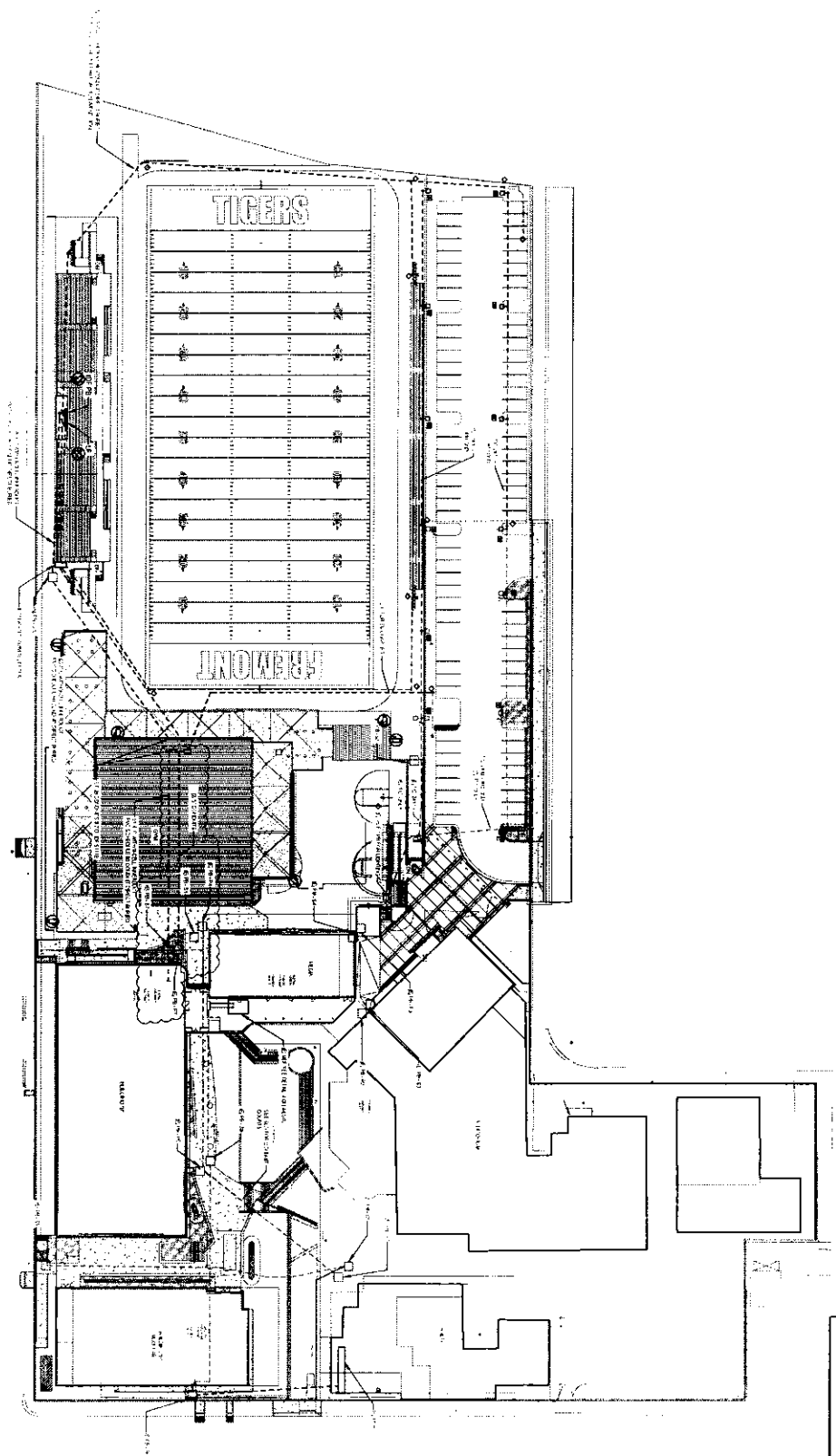
BY: Joel Williams

6/26/19



**SEE LANDSCAPE
PLANS FOR ALL
ATHLETIC FIELD
DESIGN GRADES,
UTILITIES, AND
COMPONENTS, AND
DETAILS**

[illegible]



1 ELECTRICAL SITE PLAN

SHEET NOTES

- 1. EXISTING UTILITIES SHOWN AS DASHED LINES - VERIFY WITH LOCAL AGENCIES.
- 2. ALL NEW UTILITIES SHOWN AS SOLID LINES.
- 3. EXISTING AND NEW UTILITIES SHALL BE SHOWN AS SHOWN ON THIS SHEET. ALL UTILITIES SHALL BE SHOWN AS SHOWN ON THIS SHEET.
- 4. VERIFY ALL UTILITIES WITH LOCAL AGENCIES AND AGENCIES SHALL BE SHOWN AS SHOWN ON THIS SHEET.

GENERAL NOTES

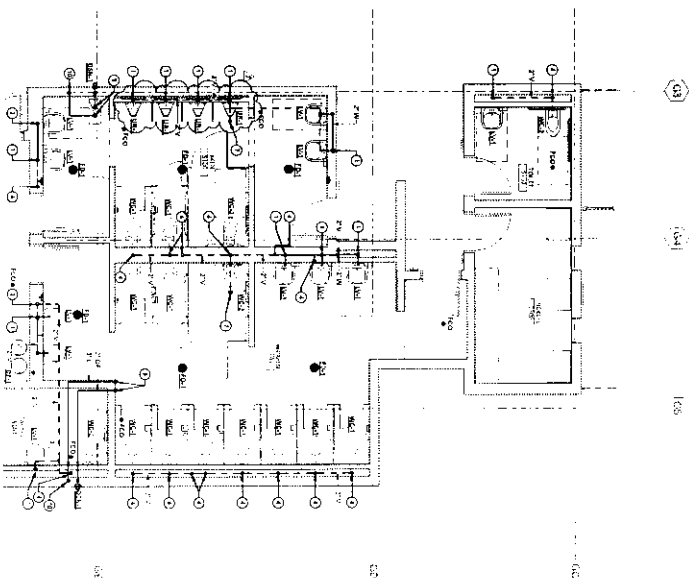
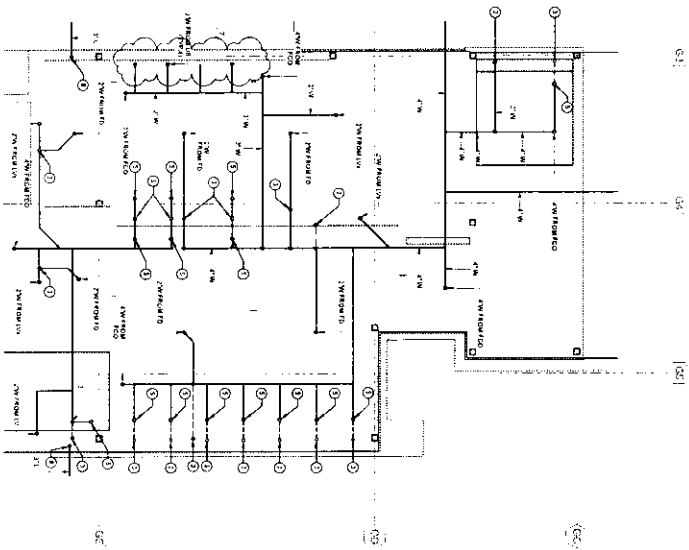
4. VERIFY ALL UTILITIES WITH LOCAL AGENCIES AND AGENCIES SHALL BE SHOWN AS SHOWN ON THIS SHEET.



CARLAND-JONES SCHOOL DISTRICT
**FREMONT HIGH SCHOOL MODERNIZATION
 & NEW CONSTRUCTION - INCREMENT #4**
 1400 FORTUNE BOULEVARD
 OAKLAND, CA 94612



DATE: 10/1/2019	PROJECT NO: 45178
SCALE: 1/4" = 1'-0"	TITLE: ELECTRICAL SITE PLAN
DESIGNER: LCA	
CHECKED: LCA	
APPROVED: LCA	
DATE: 10/1/2019	



SHEET NOTES.

- ① 2" NPS
- ② 1 1/2" NPS
- ③ 1" NPS
- ④ 3/4" NPS
- ⑤ 1/2" NPS
- ⑥ 1/4" NPS
- ⑦ 1/8" NPS
- ⑧ 1/16" NPS
- ⑨ 1/32" NPS

2 ENLARGED PLANS - WAY BELOW FLOOR

1 ENLARGED PLANS - WAY ABOVE FLOOR



QUATROCHI BROWN
ARCHITECTS

CLARK COUNTY SCHOOLS DISTRICT
FREMONT HS MODERNIZATION & NEW CONSTRUCTION - INC #4
ARCHITECTS

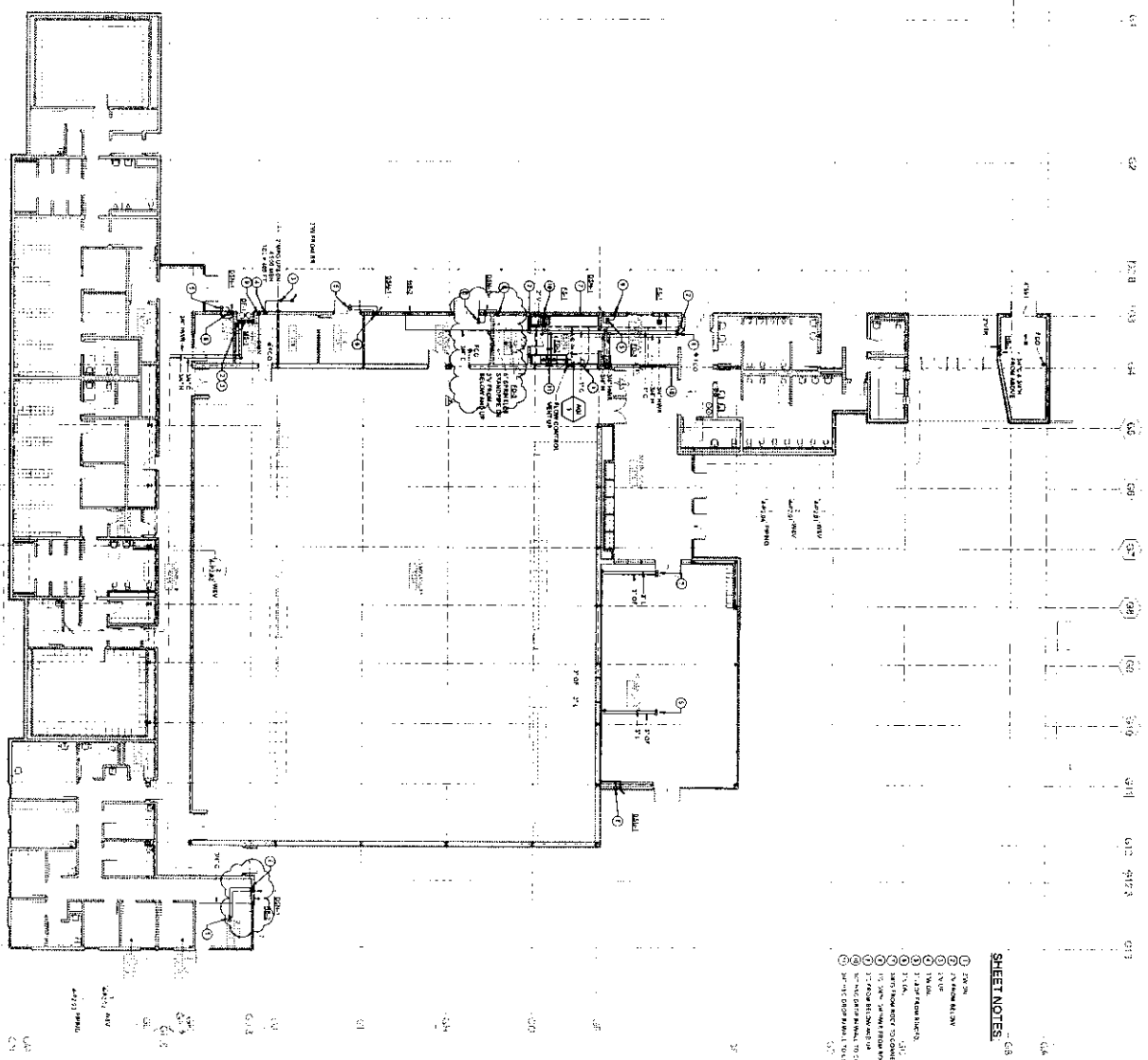


**ENLARGED FLOOR
PLAN - PLUMBING**

SCALE: 1/4" = 1'-0"
DATE: 10/01/2010
REVISIONS:
DESIGNED BY: JLM
CHECKED BY: JLM
DATE: 10/01/2010

PROJECT NO.
4-P2.01

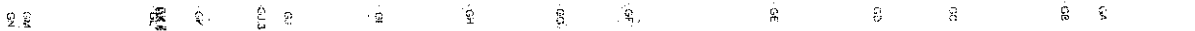




SHEET NOTES

- 1. 2" DIA. PIPING
- 2. 1 1/2" DIA. PIPING
- 3. 1" DIA. PIPING
- 4. 3/4" DIA. PIPING
- 5. 1/2" DIA. PIPING
- 6. 1/4" DIA. PIPING
- 7. 1/8" DIA. PIPING
- 8. 1/16" DIA. PIPING
- 9. 1/32" DIA. PIPING
- 10. 1/64" DIA. PIPING
- 11. 1/128" DIA. PIPING
- 12. 1/256" DIA. PIPING
- 13. 1/512" DIA. PIPING
- 14. 1/1024" DIA. PIPING
- 15. 1/2048" DIA. PIPING
- 16. 1/4096" DIA. PIPING
- 17. 1/8192" DIA. PIPING
- 18. 1/16384" DIA. PIPING
- 19. 1/32768" DIA. PIPING
- 20. 1/65536" DIA. PIPING
- 21. 1/131072" DIA. PIPING
- 22. 1/262144" DIA. PIPING
- 23. 1/524288" DIA. PIPING
- 24. 1/1048576" DIA. PIPING
- 25. 1/2097152" DIA. PIPING
- 26. 1/4194304" DIA. PIPING
- 27. 1/8388608" DIA. PIPING
- 28. 1/16777216" DIA. PIPING
- 29. 1/33554432" DIA. PIPING
- 30. 1/67108864" DIA. PIPING
- 31. 1/134217728" DIA. PIPING
- 32. 1/268435456" DIA. PIPING
- 33. 1/536870912" DIA. PIPING
- 34. 1/1073741824" DIA. PIPING
- 35. 1/2147483648" DIA. PIPING
- 36. 1/4294967296" DIA. PIPING
- 37. 1/8589934592" DIA. PIPING
- 38. 1/17179869184" DIA. PIPING
- 39. 1/34359738368" DIA. PIPING
- 40. 1/68719476736" DIA. PIPING
- 41. 1/137438953472" DIA. PIPING
- 42. 1/274877906944" DIA. PIPING
- 43. 1/549755813888" DIA. PIPING
- 44. 1/1099511627776" DIA. PIPING
- 45. 1/2199023255552" DIA. PIPING
- 46. 1/4398046511104" DIA. PIPING
- 47. 1/8796093022208" DIA. PIPING
- 48. 1/17592186044416" DIA. PIPING
- 49. 1/35184372088832" DIA. PIPING
- 50. 1/70368744177664" DIA. PIPING
- 51. 1/140737488355328" DIA. PIPING
- 52. 1/281474976710656" DIA. PIPING
- 53. 1/562949953421312" DIA. PIPING
- 54. 1/1125899906842624" DIA. PIPING
- 55. 1/2251799813685248" DIA. PIPING
- 56. 1/4503599627370496" DIA. PIPING
- 57. 1/9007199254740992" DIA. PIPING
- 58. 1/18014398509481984" DIA. PIPING
- 59. 1/36028797018963968" DIA. PIPING
- 60. 1/72057594037927936" DIA. PIPING
- 61. 1/144115188075855872" DIA. PIPING
- 62. 1/288230376151711744" DIA. PIPING
- 63. 1/576460752303423488" DIA. PIPING
- 64. 1/1152921504606846976" DIA. PIPING
- 65. 1/2305843009213693952" DIA. PIPING
- 66. 1/4611686018427387904" DIA. PIPING
- 67. 1/9223372036854775808" DIA. PIPING
- 68. 1/18446744073709551616" DIA. PIPING
- 69. 1/36893488147419103232" DIA. PIPING
- 70. 1/73786976294838206464" DIA. PIPING
- 71. 1/147573952589676412928" DIA. PIPING
- 72. 1/295147905179352825856" DIA. PIPING
- 73. 1/590295810358705651712" DIA. PIPING
- 74. 1/1180591620717411303424" DIA. PIPING
- 75. 1/2361183241434822606848" DIA. PIPING
- 76. 1/4722366482869645213696" DIA. PIPING
- 77. 1/9444732965739290427392" DIA. PIPING
- 78. 1/18889465931478580854784" DIA. PIPING
- 79. 1/37778931862957161709568" DIA. PIPING
- 80. 1/75557863725914323419136" DIA. PIPING
- 81. 1/151115727451828646838272" DIA. PIPING
- 82. 1/302231454903657293676544" DIA. PIPING
- 83. 1/604462909807314587353088" DIA. PIPING
- 84. 1/1208925819614629174706176" DIA. PIPING
- 85. 1/2417851639229258349412352" DIA. PIPING
- 86. 1/4835703278458516698824704" DIA. PIPING
- 87. 1/9671406556917033397649408" DIA. PIPING
- 88. 1/19342813113834066795298816" DIA. PIPING
- 89. 1/38685626227668133590597632" DIA. PIPING
- 90. 1/77371252455336267181195264" DIA. PIPING
- 91. 1/154742504910672534362390528" DIA. PIPING
- 92. 1/309485009821345068724781056" DIA. PIPING
- 93. 1/618970019642690137449562112" DIA. PIPING
- 94. 1/1237940039285380274899124224" DIA. PIPING
- 95. 1/2475880078570760549798248448" DIA. PIPING
- 96. 1/4951760157141521099596496896" DIA. PIPING
- 97. 1/9903520314283042199192993792" DIA. PIPING
- 98. 1/19807040628566084398385987584" DIA. PIPING
- 99. 1/39614081257132168796771975168" DIA. PIPING
- 100. 1/79228162514264337593543950336" DIA. PIPING
- 101. 1/158456325028528675187087900672" DIA. PIPING
- 102. 1/316912650057057350374175801344" DIA. PIPING
- 103. 1/633825300114114700748351602688" DIA. PIPING
- 104. 1/1267650600228229401496703205376" DIA. PIPING
- 105. 1/2535301200456458802993406410752" DIA. PIPING
- 106. 1/5070602400912917605986812821504" DIA. PIPING
- 107. 1/10141204801825835211973625643008" DIA. PIPING
- 108. 1/20282409603651670423947251286016" DIA. PIPING
- 109. 1/40564819207303340847894502572032" DIA. PIPING
- 110. 1/81129638414606681695789005144064" DIA. PIPING
- 111. 1/162259276829213363391578010288128" DIA. PIPING
- 112. 1/324518553658426726783156020576256" DIA. PIPING
- 113. 1/649037107316853453566312041152512" DIA. PIPING
- 114. 1/1298074214633706907132624082305024" DIA. PIPING
- 115. 1/2596148429267413814265248164610048" DIA. PIPING
- 116. 1/5192296858534827628530496329220096" DIA. PIPING
- 117. 1/10384593717069655257060992658440192" DIA. PIPING
- 118. 1/20769187434139310514121985316880384" DIA. PIPING
- 119. 1/41538374868278621028243970633760768" DIA. PIPING
- 120. 1/83076749736557242056487941267521536" DIA. PIPING
- 121. 1/166153499473114484112975882535043072" DIA. PIPING
- 122. 1/332306998946228968225951765070086144" DIA. PIPING
- 123. 1/664613997892457936451903530140172288" DIA. PIPING
- 124. 1/1329227995784915872903807060280344576" DIA. PIPING
- 125. 1/2658455991569831745807614120560689152" DIA. PIPING
- 126. 1/5316911983139663491615228241121378304" DIA. PIPING
- 127. 1/10633823966279326983230456482242756608" DIA. PIPING
- 128. 1/21267647932558653966460912964485513216" DIA. PIPING
- 129. 1/42535295865117307932921825928971026432" DIA. PIPING
- 130. 1/85070591730234615865843651857942052864" DIA. PIPING
- 131. 1/170141183460469231731687303715884105728" DIA. PIPING
- 132. 1/340282366920938463463374607431768211456" DIA. PIPING
- 133. 1/680564733841876926926749214863536422912" DIA. PIPING
- 134. 1/1361129467683753853853498429727072845824" DIA. PIPING
- 135. 1/2722258935367507707706996859454145691648" DIA. PIPING
- 136. 1/5444517870735015415413993718908291383296" DIA. PIPING
- 137. 1/10889035741470030830827987437816582766592" DIA. PIPING
- 138. 1/21778071482940061661655974875633165533184" DIA. PIPING
- 139. 1/43556142965880123323311949751266331066368" DIA. PIPING
- 140. 1/87112285931760246646623899502532662132736" DIA. PIPING
- 141. 1/174224571863520493293247799005065324265472" DIA. PIPING
- 142. 1/348449143727040986586495598010130648530944" DIA. PIPING
- 143. 1/696898287454081973172991196020261290661888" DIA. PIPING
- 144. 1/1393796574908163946345982392040522581323776" DIA. PIPING
- 145. 1/2787593149816327892691964784081045162647552" DIA. PIPING
- 146. 1/5575186299632655785383929568162090325295104" DIA. PIPING
- 147. 1/11150372599265311570767859136324180650590208" DIA. PIPING
- 148. 1/22300745198530623141535718272648361301180416" DIA. PIPING
- 149. 1/44601490397061246283071436545296722602360832" DIA. PIPING
- 150. 1/89202980794122492566142873090593445204721664" DIA. PIPING
- 151. 1/17840596158824498513228574618118689040944328" DIA. PIPING
- 152. 1/35681192317648997026457149236237378081888656" DIA. PIPING
- 153. 1/71362384635297994052914298472474756163777312" DIA. PIPING
- 154. 1/142724769270595988105828596944949512327554624" DIA. PIPING
- 155. 1/285449538541191976211657193889899024655109248" DIA. PIPING
- 156. 1/570899077082383952423314387779798049310218496" DIA. PIPING
- 157. 1/1141798154164767904846628775559596098620436992" DIA. PIPING
- 158. 1/2283596308329535809693257551119192197240873984" DIA. PIPING
- 159. 1/4567192616659071619386515102238384394481747968" DIA. PIPING
- 160. 1/9134385233318143238773030204476768788963495936" DIA. PIPING
- 161. 1/18268770466636286477546060408953537577926991872" DIA. PIPING
- 162. 1/36537540933272572955092120817907075155853983744" DIA. PIPING
- 163. 1/73075081866545145910184241635814150311707967488" DIA. PIPING
- 164. 1/146150163733090291820368483271628300623415934976" DIA. PIPING
- 165. 1/292300327466180583640736966543256601246831869952" DIA. PIPING
- 166. 1/584600654932361167281473933086513202493663739904" DIA. PIPING
- 167. 1/1169201309864722334562947866173026404987327479808" DIA. PIPING
- 168. 1/2338402619729444669125895732346052809974649559616" DIA. PIPING
- 169. 1/4676805239458889338251791464692105619949299119232" DIA. PIPING
- 170. 1/9353610478917778676503582929384211239898598238464" DIA. PIPING
- 171. 1/18707220957835557353007165858768422479797196476928" DIA. PIPING
- 172. 1/37414441915671114706014331717536844959594392953856" DIA. PIPING
- 173. 1/74828883831342229412028663435073689919188785907712" DIA. PIPING
- 174. 1/149657767662684458824057326870147379838377571815424" DIA. PIPING
- 175. 1/299315535325368917648114653740294759676755143630848" DIA. PIPING
- 176. 1/598631070650737835296229307480589519353510287261696" DIA. PIPING
- 177. 1/1197262141301475670592458614961179038707020574523392" DIA. PIPING
- 178. 1/2394524282602951341184917229922358077414041149046784" DIA. PIPING
- 179. 1/4789048565205902682369834459844716154828082298093568" DIA. PIPING
- 180. 1/9578097130411805364739668919689432309656164596187136" DIA. PIPING
- 181. 1/19156194260823610729479337839378864619312329192374272" DIA. PIPING
- 182. 1/38312388521647221458958675678757729238624658384748544" DIA. PIPING
- 183. 1/76624777043294442917917351357515458477249316769497088" DIA. PIPING
- 184. 1/153249554086588885835834702715030916954498633538994176" DIA. PIPING
- 185. 1/306499108173177771671669405430061833908997267077988352" DIA. PIPING
- 186. 1/612998216346355543343338810860123667817994534155976704" DIA. PIPING
- 187. 1/1225996432692711086686677621720247335635989068311953408" DIA. PIPING
- 188. 1/2451992865385422173373355243440494671271978136623906816" DIA. PIPING
- 189. 1/4903985730770844346746710486880989342543956273247813632" DIA. PIPING
- 190. 1/9807971461541688693493420973761978685087912546495627264" DIA. PIPING
- 191. 1/19615942922883377386986841947523957370175825092991254528" DIA. PIPING
- 192. 1/39231885845766754773973683895047914740351650185982509056" DIA. PIPING
- 193. 1/78463771691533509547947367790095829480703300371965018112" DIA. PIPING
- 194. 1/156927543383067019095894735580191658961406600743930036224" DIA. PIPING
- 195. 1/313855086766134038191789471160383317922813201487860072448" DIA. PIPING
- 196. 1/627710173532268076383578942320766635845626402975720144896" DIA. PIPING
- 197. 1/125542034706453615276715788464153327169125280595144028992" DIA. PIPING
- 198. 1/251084069412907230553431576928306654338250561190288057984" DIA. PIPING
- 199. 1/502168138825814461106863153856613308676501122380576115968" DIA. PIPING
- 200. 1/1004336277651628922213726307713226617353002244761152231936" DIA. PIPING
- 201. 1/2008672555303257844427452615426453234706004489522304463872" DIA. PIPING
- 202. 1/4017345110606515688854905230852906469412008979044608927744" DIA. PIPING
- 203. 1/8034690221213031377709810461705812938824017958089217855488" DIA. PIPING
- 204. 1/16069380442426067555419620923411625877648035916178435710976" DIA. PIPING
- 205. 1/32138760884852135110839241846823251755296071832356871421952" DIA. PIPING
- 206. 1/64277521769704270221678483693646503510592143664713742843904" DIA. PIPING
- 207. 1/128555043539408540443356967387293007021184287329427485687808" DIA. PIPING
- 208. 1/257110087078817080886713934774586014042368574658854971375616" DIA. PIPING
- 209. 1/514220174157634161773427869549172028084737149317709942751232" DIA. PIPING
- 210. 1/1028440348315268323546855739098344056169474298635419885502464" DIA. PIPING
- 211. 1/2056880696630536647093711478196688112338948597270839771004928" DIA. PIPING
- 212. 1/4113761393261073294187422956393376224677897194541679542009856" DIA. PIPING
- 213. 1/8227522786522146588374845912786752449355794389083359084019712" DIA. PIPING
- 214. 1/16455045573044293176749691825573504898711588778166718168039424" DIA. PIPING
- 215. 1/32910091146088586353499383651147009797423177556333436336078848" DIA. PIPING
- 216. 1/65820182292177172706998767302294019594846355112666872672157696" DIA. PIPING
- 217. 1/131640364584354345413997534604588039189692710225333745344315392" DIA. PIPING
- 218. 1/263280729168708690827995069209176078379385420450667490688630784" DIA. PIPING
- 219. 1/526561458337417381655990138418352156758770840901334981377261568" DIA. PIPING
- 220. 1/1053122916674834763311980276836704313517541681802669867554523136" DIA. PIPING
- 221. 1/2106245833349669526623960553673408627035083363605339735109046272" DIA. PIPING
- 222. 1/4212491666699339053247921107346817254070166727210679470218092544" DIA. PIPING
- 223. 1/8424983333398678106495842214693634508140333454421358940436185088" DIA. PIPING
- 224. 1/16849966666797356212991684429387269016280666908842717880872370176" DIA. PIPING
- 225. 1/33699933333594712425983368858774538032561333817685435761744740352" DIA. PIPING
- 226. 1/67399866667189424851966737717549076065122667635370871523489480704" DIA. PIPING
- 227. 1/134799733334378849703933475435098152130245335270741743046978961408" DIA. PIPING
- 228. 1/269599466668757699407866950870196304260490670541483486089577922816" DIA. PIPING
- 229. 1/539198933337515398815733901740392608520981341082966972179155845632" DIA. PIPING
- 230. 1/1078397866675030797631467803480785217041962682165933944358311691264" DIA. PIPING
- 231. 1/2156795733350061595262935606961570434083925364331867888716623382528" DIA. PIPING
- 232. 1/4313591466700123190525871213923140868

Ans. 1 = 25%



SHEET NOTES:

- ① **STANDING AT THE TOP OF THE STAIRS, A LADY, FROWNED, LOOKING DOWN AT THE CARPET.**
- ② **SHE SAID TO HER MAID, "DO YOU KNOW WHAT THIS MEANS?"**
- ③ **"NO, M'AM."**
- ④ **"I DON'T KNOW EITHER."**
- ⑤ **"I'VE NEVER SEEN IT BEFORE."**
- ⑥ **"I'VE NEVER SEEN IT EITHER."**
- ⑦ **"I'VE NEVER SEEN IT EITHER."**

THESE BLOCK NOTES

1. TRIGGER BLOCKS TO BE CHARACTERIZED WITH A STATE CONCERNING AN UNLAWFUL
2. BLOCKS TO BE FORMED ABOUT NEIGHBORING SOL.
3. GOES TO BE REPT. IN A CONCRETE, ALTHO' UNUSUAL BONE.
4. REPT. CHANGES IN PHYSICAL CHARACTER SHALL BE INDICATED.
5. THIS ONLY BE USED BY SOL. IN THE PRESENCE AND 1,000 OR 200. BLOOD REPT. ONLY.
6. REPT. TO TWO CONCRETE. CONTR. WITH 24.
7. DYNAMIC BLOCKS SHALL HAVE INHERENT BLOCK USED IN THE SOL. AS THEY

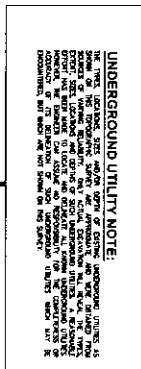


7



9





FROM UNIVERSITY OF CALIFORNIA SYSTEM/ALABAMA

- QUESTION**
- What are the four types of sampling methods?
- ANSWER**
- The four types of sampling methods are:
- 1. Simple random sampling
 - 2. Systematic sampling
 - 3. Stratified sampling
 - 4. Cluster sampling
- QUESTION**
- What are the advantages and disadvantages of each method?
- ANSWER**
- The advantages and disadvantages of each method are as follows:
- 1. Simple random sampling: Advantages include ease of implementation and unbiased results. Disadvantages include the need for a complete list of the population and potential for non-response.
 - 2. Systematic sampling: Advantages include simplicity and efficiency. Disadvantages include potential bias if there is a pattern in the population.
 - 3. Stratified sampling: Advantages include increased precision and the ability to study specific groups. Disadvantages include the need for prior knowledge of the population structure.
 - 4. Cluster sampling: Advantages include cost-effectiveness and ease of implementation. Disadvantages include potential bias and lower precision compared to other methods.

FROM UNIVERSITY OF CALIFORNIA SYSTEM/ALABAMA

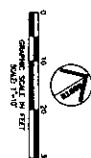
- [illegible]

SEE OFF-SITE IMPROVEMENT
(PJ05)
INC-1 PLANS FOR OFF-SITE
WORK

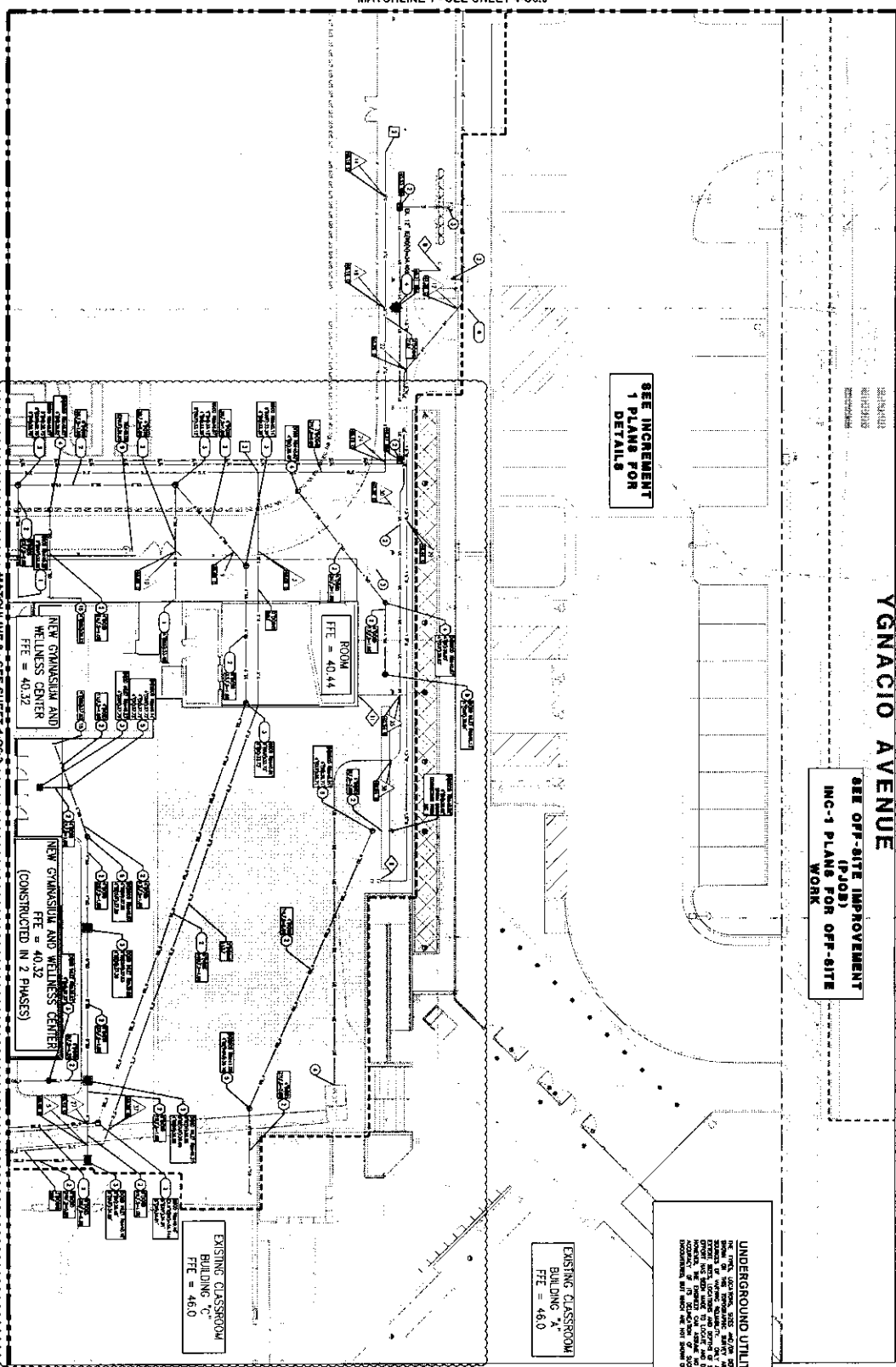
SEE INCREMENT
1 PLANS FOR
DETAILS

EXISTING CLASSROOM
BUILDING "A"
FFE = 46.0

THEir LOCAL ROLES, SIZES AND/OR SCOPE OF COEXISTING UNDISCLOSED UNILITIES AS SHOWN ON THIS INFORMATIONAL SAFETY MAP, APPROPRIATE AND WERE DERIVED FROM SOURCES OF VARIOUS RELIABILITY. ONLY ACTUAL IDENTIFIABLE WALL RECORD, THEir LOCAL ROLES, LOCALITIES AND SCOPE OF SUCH UNDISCLOSED UNILITIES, A RESOLUTION OF THIS DATA, AND TO LOCAL AND DISTANT ALL OTHER LABORING UNILITIES HOWEVER, BE DESCRIBED ON ASSAULT IN RESPONSIBILITY TO BE CORRECTED. THE ACCURACY OF ITS LOCATION OF SUCH UNDISCLOSED UNILITIES, WHICH MAY BE DISCREPANCIES, BUT WHICH ARE NOT SHOWN ON THIS MAP.



MATCHLINE 1 - SEE SHEET 4-C6.0



SANTARY SEWER KEY NOTES

[illegible]

STORM DRAIN KEY NOTES

[illegible]

WATER KEY NOTES

[illegible]

MAJOR UNIT

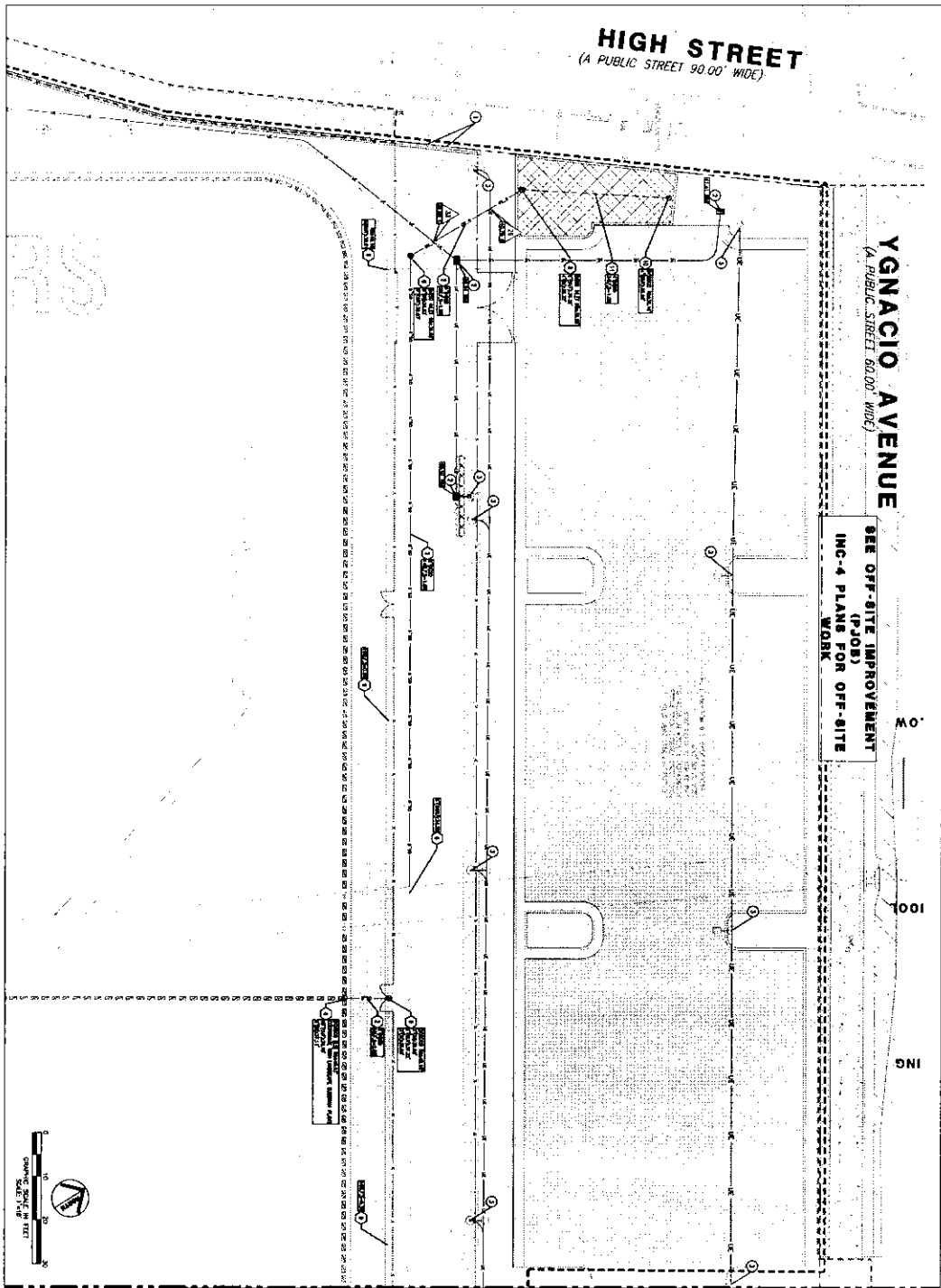
THE FOLLOWING ARE THE SYMBOLS USED IN THE DRAWINGS:

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

HIGH STREET
(A PUBLIC STREET 90.00' WIDE)

YGNACIO AVENUE
(A PUBLIC STREET 60.00' WIDE)

SEE OFF-SITE IMPROVEMENT
(PJ03)
INC-4 PLANS FOR OFF-SITE
WORK



MATCHLINE 1 - SEE SHEET 4-C6.1

MATCHLINE 4 - SEE SHEET 4-C6.2

GENERAL NOTES:

- 1. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 2. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 3. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 4. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 5. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 6. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 7. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 8. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 9. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.
- 10. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED CONSTRUCTION.

SANITARY SEWER KEY NOTES

- 1. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 2. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 3. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 4. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 5. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 6. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 7. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 8. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 9. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.
- 10. ALL SANITARY SEWER LINES SHALL BE 12" DIA. 15' DEEP.

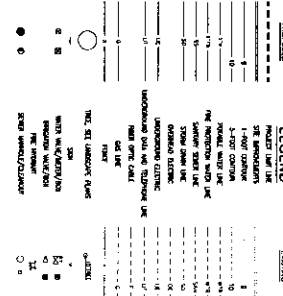
STORM DRAIN KEY NOTES

- 1. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 2. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 3. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 4. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 5. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 6. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 7. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 8. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 9. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.
- 10. ALL STORM DRAIN LINES SHALL BE 18" DIA. 15' DEEP.

WATER KEY NOTES

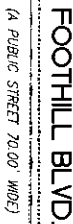
- 1. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 2. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 3. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 4. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 5. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 6. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 7. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 8. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 9. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.
- 10. ALL WATER LINES SHALL BE 12" DIA. 15' DEEP.

LEGEND



UNDERGROUND UTILITY NOTE

- 1. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 2. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 3. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 4. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 5. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 6. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 7. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 8. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 9. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.
- 10. ALL UNDERGROUND UTILITIES SHALL BE 12" DIA. 15' DEEP.



SEE OFF-SITE IMPROVEMENT (PJOB),
INC-4 PLANS FOR OFF-SITE WORK

GENERAL NOTES:

- ### EXISTING UTILITIES NOTE

DEMOLITION PLAN KEY NOTES

- [illegible]

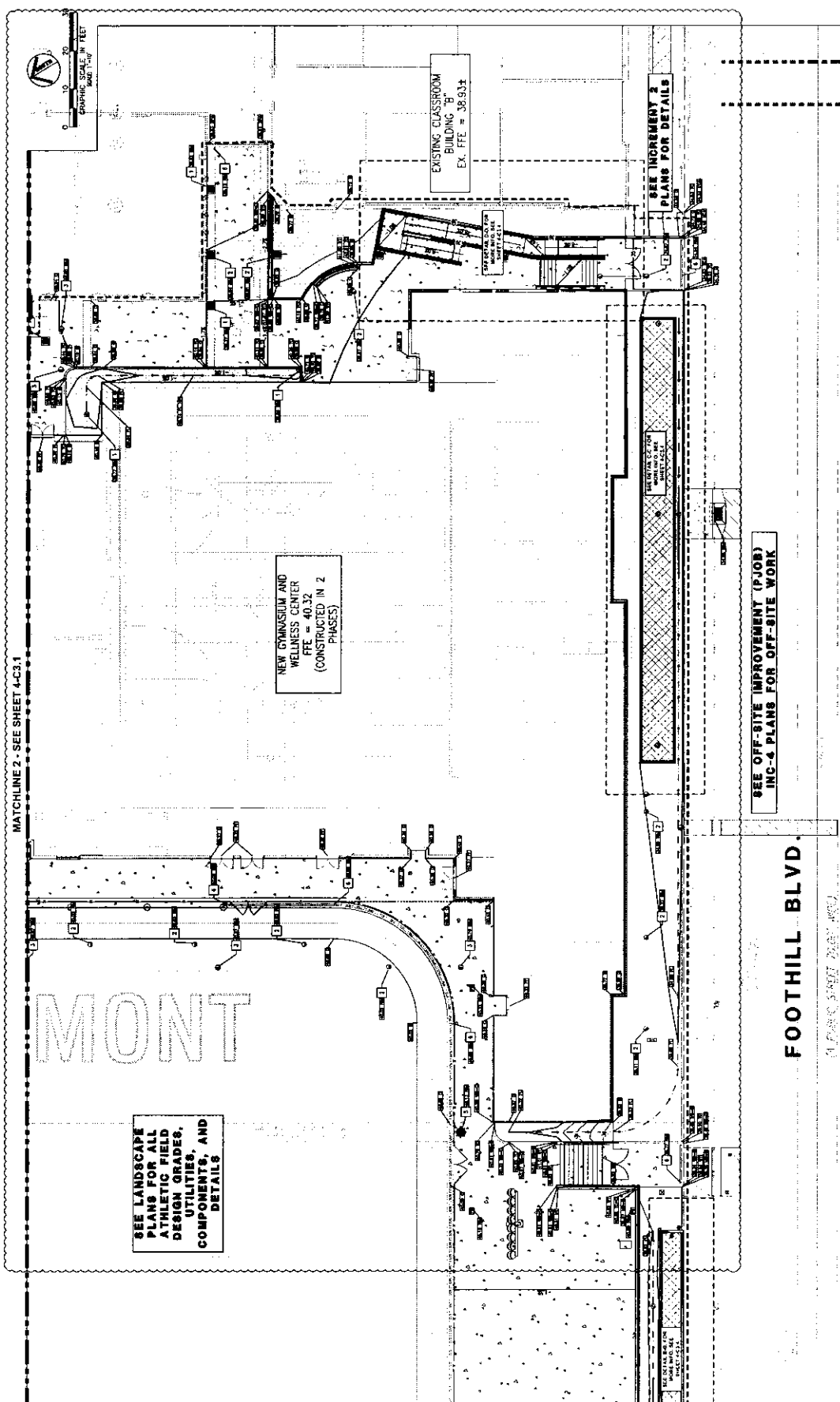
DEMOLITION LEGEND

1. What is the purpose of the document?
 The purpose of this document is to provide a comprehensive overview of the current state of the project and to outline the next steps for completion.
2. What are the key findings or results?
 The key findings from the recent analysis indicate that the project is currently on track, with some minor delays in the data collection phase. The results suggest that the proposed solution is viable and meets the required specifications.
3. What are the next steps or recommendations?
 The next steps include finalizing the data collection, conducting a thorough review of the findings, and preparing the final report. It is recommended that the team focus on ensuring the accuracy and completeness of the data before proceeding to the final review stage.
4. What are the conclusions or final thoughts?
 In conclusion, the project has made significant progress and is well-positioned for a successful outcome. The team's dedication and collaboration have been instrumental in achieving these results.



MATCHLINE 2 - SEE SHEET 4-C3.1

MATCHLINE 3 - SEE SHEET 4-C3.2



SEE LANDSCAPE PLANS FOR ALL ATHLETIC FIELD DESIGN GRADES, UTILITIES, COMPONENTS, AND DETAILS

NEW GYMNASIUM AND WELLNESS CENTER
FFE = 40.32
(CONSTRUCTED IN 2 PHASES)

EXISTING CLASSROOM BUILDING 'B'
EX. FFE = 38.93±

SEE OFF-SITE IMPROVEMENT (P-JOB) INC-4 PLANS FOR OFF-SITE WORK

FOOTHILL BLVD.

MONTCLAIR AVE.

GRADING NOTES:

1. EXISTING GRADES AND PROPOSED GRADES SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
EXISTING GRADES: DASHED LINE
PROPOSED GRADES: SOLID LINE
2. PROPOSED GRADES SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
PROPOSED GRADES: SOLID LINE
3. PROPOSED GRADES SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
PROPOSED GRADES: SOLID LINE
4. PROPOSED GRADES SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
PROPOSED GRADES: SOLID LINE

SURVEY NOTES:

1. ALL SURVEY DATA SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
SURVEY DATA: DASHED LINE
2. ALL SURVEY DATA SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
SURVEY DATA: DASHED LINE
3. ALL SURVEY DATA SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
SURVEY DATA: DASHED LINE
4. ALL SURVEY DATA SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
SURVEY DATA: DASHED LINE

SOILS REPORT NOTE:

A GEOTECHNICAL ENGINEER HAS REVIEWED THE PROJECT DATA AND HAS DETERMINED THAT THE SOILS ARE SUITABLE FOR THE PROPOSED CONSTRUCTION. THE ENGINEER HAS DETERMINED THAT THE SOILS ARE SUITABLE FOR THE PROPOSED CONSTRUCTION. THE ENGINEER HAS DETERMINED THAT THE SOILS ARE SUITABLE FOR THE PROPOSED CONSTRUCTION.

FLOOD ZONE:

THE PROJECT AREA IS NOT IN A FLOOD ZONE. THE PROJECT AREA IS NOT IN A FLOOD ZONE. THE PROJECT AREA IS NOT IN A FLOOD ZONE. THE PROJECT AREA IS NOT IN A FLOOD ZONE. THE PROJECT AREA IS NOT IN A FLOOD ZONE.

ENGINEERS' NOTE TO THE CONTRACTOR:

THE ENGINEER HAS REVIEWED THE PROJECT DATA AND HAS DETERMINED THAT THE SOILS ARE SUITABLE FOR THE PROPOSED CONSTRUCTION. THE ENGINEER HAS DETERMINED THAT THE SOILS ARE SUITABLE FOR THE PROPOSED CONSTRUCTION. THE ENGINEER HAS DETERMINED THAT THE SOILS ARE SUITABLE FOR THE PROPOSED CONSTRUCTION.

DATE: 08/15/2019
BY: [Signature]

GRADING AND DRAINAGE KEY NOTES:

1. PROPOSED GRADES SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
PROPOSED GRADES: SOLID LINE
2. PROPOSED GRADES SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
PROPOSED GRADES: SOLID LINE
3. PROPOSED GRADES SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
PROPOSED GRADES: SOLID LINE
4. PROPOSED GRADES SHALL BE SHOWN BY THE FOLLOWING SYMBOLS:
PROPOSED GRADES: SOLID LINE

EARTHWORK AND PAVING QUANTITIES:

ITEM	QUANTITY	UNIT
1. EXISTING GRADES	1.00	AC
2. PROPOSED GRADES	1.00	AC
3. EXISTING GRADES	1.00	AC
4. PROPOSED GRADES	1.00	AC

SPOT GRADING LEGEND:

- 1. EXISTING GRADES
- 2. PROPOSED GRADES
- 3. EXISTING GRADES
- 4. PROPOSED GRADES
- 5. EXISTING GRADES
- 6. PROPOSED GRADES
- 7. EXISTING GRADES
- 8. PROPOSED GRADES

LEGEND:

- 1. EXISTING GRADES
- 2. PROPOSED GRADES
- 3. EXISTING GRADES
- 4. PROPOSED GRADES
- 5. EXISTING GRADES
- 6. PROPOSED GRADES
- 7. EXISTING GRADES
- 8. PROPOSED GRADES

GRADING AND DRAINAGE PLAN:

- 1. EXISTING GRADES
- 2. PROPOSED GRADES
- 3. EXISTING GRADES
- 4. PROPOSED GRADES
- 5. EXISTING GRADES
- 6. PROPOSED GRADES
- 7. EXISTING GRADES
- 8. PROPOSED GRADES

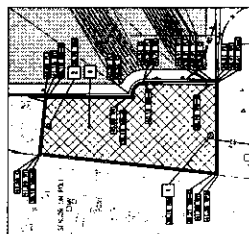


QUARTERS/STREET ADDRESS

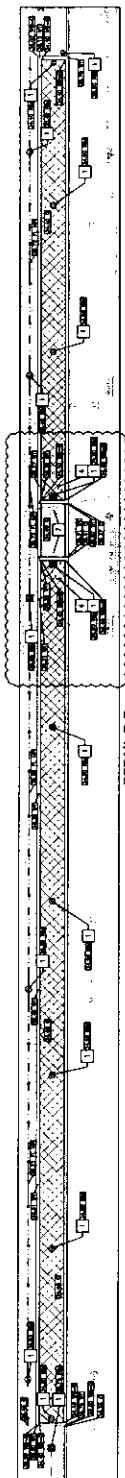
FREMONT HIGH SCHOOL - INCREMENT #4
& NEW CONSTRUCTION - INCREMENT #4



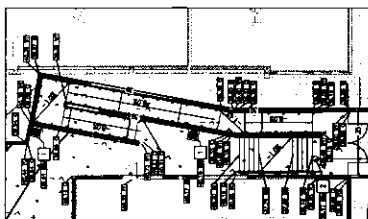
4-C3.3
SHEET 07



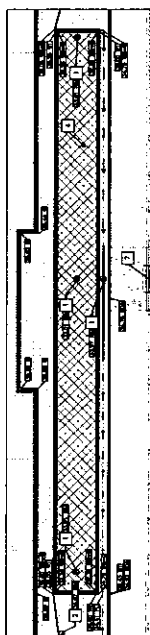
DETAIL A-A



DETAIL B-B



DETAIL D-D



DETAIL C-C

GRADING NOTES:

- THE CONTRACTOR SHALL VERIFY DIMENSIONS OF PROJECT STRUCTURE TO MATCH ITS COMMENCED TO MATCH ITS CONSTRUCTION AND VERIFY DIMENSIONS OF ALL DESIGN-DRAWINGS. ALL DIMENSIONS ARE TO FACE OF WALL, FACE OF CURB, AND EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- SURVEY NOTES:

SURVEY NOTES:

- ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
DATE OF FIELD SURVEY: AUGUST 2014
BENCHMARK: CITY OF OAKLAND IN 34% CUT SQUARE ON TOP OF ELY CLARK HIGH
STREET OPPOSITE S.A. OF CARBONATION STREET. ELY-34.753 FEET (CITY OF OAKLAND
DATA)
BENCHMARK SHOWN IS BASED ON TITLE INFORMATION ONLY. NOT FIELD VERIFIED

SOILS REPORT NOTE:

GEOTECHNICAL REPORT WAS PREPARED FOR THE PROJECT DATED OCTOBER 19, 2014 BY MR. NED MOORE, SENIOR/STAFFED BY DAVID C. SPENCER, A STATE OF CALIFORNIA REGISTERED PROFESSIONAL GEOTECHNICAL CONSULTANT. ALL CHARACTER, PLUMB, DEFORMATION, AND ANALYTICAL RECOMMENDATIONS ARE BASED ON GEOTECHNICAL DATA, PRINCIPLES, AND THE RECOMMENDATIONS AS LISTED IN THE FOLLOWING GEOTECHNICAL REPORT.

FLOOD ZONE:

THESE ARE THE AREAS OF THE COUNTRY THAT ARE MOST AT RISK OF FLOODING. THE AREAS OF THE COUNTRY THAT ARE MOST AT RISK OF FLOODING ARE THE AREAS OF THE COUNTRY THAT ARE MOST AT RISK OF FLOODING.

GRADING AND DRAINAGE KEY NOTES

- 1 IMPROVED STORM DRAIN INLET. SEE UTILITY PLAN FOR DETAILS.
- 2 IMPROVED STORM DRAIN CLEANOUT. SEE UTILITY PLAN FOR DETAILS.
- 3 IMPROVED SLOPEWAY. SEE CROSS SECTION. SEE UTILITY PLAN FOR DETAILS.
- 4 IMPROVED REINFORCED CONCRETE BOXOUTLET PAVED WITH 6" PORTLAND PC CONCRETE. SEE UTILITY PLAN FOR DETAILS.
- 5 IMPROVED MANHOLE. SEE UTILITY PLAN FOR DETAILS.
- 6 IMPROVED STORM TROUGH DRAIN. SEE UTILITY PLAN FOR DETAILS.
- 7 IMPROVED CONNECTION TO EXISTING PUBLIC STORM SEWER.

1. *What is the purpose of this study?*

EARTHWORK AND PAVING QUANTITIES:

A. COT	= 2,241 CY
A. FILL	= 3,477 CY
A. DRAINAGE	= 1,236 CY (FILL / REPORT)
CONCRETE	= 87,505 YD

FLOOD ZONE:

THESE RESULTS WERE OBTAINED IN AN EXPERIMENTAL STUDY OF THE EFFECTS OF CHLORINE DIOXIDE ON THE GROWTH OF BACTERIA IN A SEWAGE TREATMENT PLANT. THE STUDY WAS CONDUCTED IN A LABORATORY SET-UP WHICH SIMULATED THE CONDITIONS OF A SEWAGE TREATMENT PLANT. THE RESULTS OF THE STUDY INDICATED THAT CHLORINE DIOXIDE WAS EFFECTIVE IN KILLING BACTERIA IN SEWAGE. THE STUDY ALSO INDICATED THAT CHLORINE DIOXIDE WAS EFFECTIVE IN KILLING BACTERIA IN SEWAGE. THE STUDY ALSO INDICATED THAT CHLORINE DIOXIDE WAS EFFECTIVE IN KILLING BACTERIA IN SEWAGE.

ROBOT CRASHING RECORD

- [illegible]

END

- [illegible]

TRAINING

6. 0
 5. 1
 4. 2
 3. 3
 2. 4
 1. 5
 0. 6
 0. 7
 0. 8
 0. 9
 1. 0
 1. 1
 1. 2
 1. 3
 1. 4
 1. 5
 1. 6
 1. 7
 1. 8
 1. 9
 2. 0
 2. 1
 2. 2
 2. 3
 2. 4
 2. 5
 2. 6
 2. 7
 2. 8
 2. 9
 3. 0
 3. 1
 3. 2
 3. 3
 3. 4
 3. 5
 3. 6
 3. 7
 3. 8
 3. 9
 4. 0
 4. 1
 4. 2
 4. 3
 4. 4
 4. 5
 4. 6
 4. 7
 4. 8
 4. 9
 5. 0
 5. 1
 5. 2
 5. 3
 5. 4
 5. 5
 5. 6
 5. 7
 5. 8
 5. 9
 6. 0
 6. 1
 6. 2
 6. 3
 6. 4
 6. 5
 6. 6
 6. 7
 6. 8
 6. 9
 7. 0
 7. 1
 7. 2
 7. 3
 7. 4
 7. 5
 7. 6
 7. 7
 7. 8
 7. 9
 8. 0
 8. 1
 8. 2
 8. 3
 8. 4
 8. 5
 8. 6
 8. 7
 8. 8
 8. 9
 9. 0
 9. 1
 9. 2
 9. 3
 9. 4
 9. 5
 9. 6
 9. 7
 9. 8
 9. 9
 10. 0
 10. 1
 10. 2
 10. 3
 10. 4
 10. 5
 10. 6
 10. 7
 10. 8
 10. 9
 11. 0
 11. 1
 11. 2
 11. 3
 11. 4
 11. 5
 11. 6
 11. 7
 11. 8
 11. 9
 12. 0
 12. 1
 12. 2
 12. 3
 12. 4
 12. 5
 12. 6
 12. 7
 12. 8
 12. 9
 13. 0
 13. 1
 13. 2
 13. 3
 13. 4
 13. 5
 13. 6
 13. 7
 13. 8
 13. 9
 14. 0
 14. 1
 14. 2
 14. 3
 14. 4
 14. 5
 14. 6
 14. 7
 14. 8
 14. 9
 15. 0
 15. 1
 15. 2
 15. 3
 15. 4
 15. 5
 15. 6
 15. 7
 15. 8
 15. 9
 16. 0
 16. 1
 16. 2
 16. 3
 16. 4
 16. 5
 16. 6
 16. 7
 16. 8
 16. 9
 17. 0
 17. 1
 17. 2
 17. 3
 17. 4
 17. 5
 17. 6
 17. 7
 17. 8
 17. 9
 18. 0
 18. 1
 18. 2
 18. 3
 18. 4
 18. 5
 18. 6
 18. 7
 18. 8
 18. 9
 19. 0
 19. 1
 19. 2
 19. 3
 19. 4
 19. 5
 19. 6
 19. 7
 19. 8
 19. 9
 20. 0
 20. 1
 20. 2
 20. 3
 20. 4
 20. 5
 20. 6
 20. 7
 20. 8
 20. 9
 21. 0
 21. 1
 21. 2
 21. 3
 21. 4
 21. 5
 21. 6
 21. 7
 21. 8
 21. 9
 22. 0
 22. 1
 22. 2
 22. 3
 22. 4
 22. 5
 22. 6
 22. 7
 22. 8
 22. 9
 23. 0
 23. 1
 23. 2
 23. 3
 23. 4
 23. 5
 23. 6
 23. 7
 23. 8
 23. 9
 24. 0
 24. 1
 24. 2
 24. 3
 24. 4
 24. 5
 24. 6
 24. 7
 24. 8
 24. 9
 25. 0
 25. 1
 25. 2
 25. 3
 25. 4
 25. 5
 25. 6
 25. 7
 25. 8
 25. 9
 26. 0
 26. 1
 26. 2
 26. 3
 26. 4
 26. 5
 26. 6
 26. 7
 26. 8
 26. 9
 27. 0
 27. 1
 27. 2
 27. 3
 27. 4
 27. 5
 27. 6
 27. 7
 27. 8
 27. 9
 28. 0
 28. 1
 28. 2
 28. 3
 28. 4
 28. 5
 28. 6
 28. 7
 28. 8
 28. 9
 29. 0
 29. 1
 29. 2
 29. 3
 29. 4
 29. 5
 29. 6
 29. 7
 29. 8
 29. 9
 30. 0
 30. 1
 30. 2
 30. 3
 30. 4
 30. 5
 30. 6
 30. 7
 30. 8
 30. 9
 31. 0
 31. 1
 31. 2
 31. 3
 31. 4
 31. 5
 31. 6
 31. 7
 31. 8
 31. 9
 32. 0
 32. 1
 32. 2
 32. 3
 32. 4
 32. 5
 32. 6
 32. 7
 32. 8
 32. 9
 33. 0
 33. 1
 33. 2
 33. 3
 33. 4
 33. 5
 33. 6
 33. 7
 33. 8
 33. 9
 34. 0
 34. 1
 34. 2
 34. 3
 34. 4
 34. 5
 34. 6
 34. 7
 34. 8
 34. 9
 35. 0
 35. 1
 35. 2
 35. 3
 35. 4
 35. 5
 35. 6
 35. 7
 35. 8
 35. 9
 36. 0
 36. 1
 36. 2
 36. 3
 36. 4
 36. 5
 36. 6
 36. 7
 36. 8
 36. 9
 37. 0
 37. 1
 37. 2
 37. 3
 37. 4
 37. 5
 37. 6
 37. 7
 37. 8
 37. 9
 38. 0
 38. 1
 38. 2
 38. 3
 38. 4
 38. 5
 38. 6
 38. 7
 38. 8
 38. 9
 39. 0
 39. 1
 39. 2
 39. 3
 39. 4
 39. 5
 39. 6
 39. 7
 39. 8
 39. 9
 40. 0
 40. 1
 40. 2
 40. 3
 40. 4
 40. 5
 40. 6
 40. 7
 40. 8
 40. 9
 41. 0
 41. 1
 41. 2
 41. 3
 41. 4
 41. 5
 41. 6
 41. 7
 41. 8
 4

HOLDING/ISSUE NO./710-986, REG.

- [illegible]



ADDITIONAL SERVICE REQUEST

14

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.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 13, 2018
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: **La Clinica Revisions**

SCOPE OF SERVICES:

Following a meeting with La Clinica at OUSD on May 30, 2019 the design team was directed to proceed with additional revisions to the plans and specs to coordinate with requirements from La Clinica's dental exam team. Bulletin 4-010 was issued on July 8, 2019 and included 17 revised sheets of drawings from Architecture, Electrical, Plumbing and Mechanical as well as revised specs for specialty plumbing.

For this work, we respectfully request the following compensation:


ASR FEE SCHEDULE

	Hours	Rate	Fee
LCA Architects -- Design	50	195	\$9,750.00
Guttman & Blaevoet – Mechanical, Plumbing, Fire Protection			\$14,800.00
EDesignC – Electrical, Low Voltage			\$2,750.00
Total (fixed fee)			\$27,300.00

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,


9/17/19
Carl Campos, CEO
LCA Architects

DATE

DISTRICT REPRESENTATIVE
Authorization of Additional Services indicated

DATE

ATTACHMENTS

- Exhibit A – 2019 Hourly Fee Schedule (1 page)
- Exhibit B – Consultant Proposals – G&B and EDesignC (4 pages)
- Exhibit C – La Clinica Design Requirements Letter, IT and Equipment Markups
- Exhibit D – Bulletin 4-010 (21 pages)

Exhibit A – 2019 HOURLY FEE SCHEDULE*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<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.	\$170.00/hr.
<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/hr.
<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	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>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.</i>	

* Effective 01/01/2019. Subject to change quarterly.



June 14, 2019

Joel Williams
LCA Architects
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

**Subject: Fremont High School – Oakland Unified School District
Additional Services Authorization Request #4
Mechanical and Electrical Design Services**

Dear Joel,

We submit the following request for authorization of additional services on this project per request of LCA Architects beginning on June 12, 2019.

Scope and Description of Additional Services

This additional services request is to accommodate the client requested changes to the Wellness Center based on a meeting with La Clinica on May 30, 2019. The mechanical and plumbing systems require modification to accommodate the revised layouts. Mechanical Title-24 and CHIPS energy re-modeling are included in this fee proposal.

This proposal is based on the following documents received: Tiger Clinic Drawing Edits, "Tiger Clinic_Equipment Placement - EC Markups For MP Scope Changes"; and Design Requirements Edits, "Fremont High School_Tiger Clinic_Drawing Edits_20190606.pdf" (dated June 6, 2019).

Assumptions

A. Assumptions in the Master Agreement shall apply to this request for additional services.

Schedule

These services shall be completed by June 28, 2019.

Guttman & Blaevoet requires a minimum production time of ten (10) working days after the receipt of all background drawings and design information.

The fees on this document are in effect until June 21, 2019. Adjustments may be made after this date.

Fees

Our services under this additional service authorization shall be a fixed lump sum of \$14,800 billed monthly on a percentage of completion basis with reimbursable expenses charged in excess of this amount.

Reimbursable Expenses

The following expenses shall be reimbursed at cost plus a ten percent (10%) handling charge:

- A. All plotting and reproduction to assemble documentation for required submissions, including those for contractors and consultant coordination packages.
- B. Courier, overnight, or other delivery service charges.
- C. Travel.

We estimate that reimbursable expenses could amount to \$300.

Other Terms and Conditions

- A. The Terms and Conditions from the Master Agreement are incorporated into, and made a part of, this work authorization and any contract made between the parties relating to this work.
- B. Payment shall be made in accordance with the terms of the Master Agreement.

Trusting this meets with your approval, please sign and return a copy to our office authorizing us to proceed. Work will begin upon receipt of your authorization.

We are committed to the successful completion of this project. We appreciate the opportunity to participate in this important project and look forward to discussing our services with you further.

If you have any questions, please feel free to call.

Very truly yours,

GUTTMANN & BLAEVOET



Kobi Yamasaki
Principal

Joel Williams, **LCA Architects**
Fremont High School – Oakland Unified School District
Additional Services Authorization Request #4
Mechanical and Electrical Design Services
June 14, 2019
Page 3 of 3

Authorized on behalf of **LCA Architects** by:

Signature

Date

Print Name, Title

KY/mf

P:\LCA-001 OUSD Fremont High School\Contract\AWAs\AWA-004 Gym Wellness Center Changes (Tiger Clinic)\AWA-004 Gym Wellness Center Changes (Tiger Clinic)
LCA-001.doc

EXHIBIT C

Fremont High School

Design Requirements Submitted on June 6, 2019

Reference: Drawing – Tiger Clinic_Equipment Placement.pdf

Reception:

- L-Shaped Reception Counter
- Equipment – 2 computers, 1 printer, 1 credit card machine, 1 scanner
- Paper recycle bin
- Floor Model Copy/fax machine
- Door with card access and buzzer (to buzz in people from the Front Desk) to be placed between Reception and to the clinic area. Glass window in the door.

Biohazard Closet:

- 30" is insufficient for bin provided by Stericycle. Are smaller alternative bins available?
- Is it okay to have smaller bins stored in the Dental Room and the Lab?

Cust/Haz Mat: Convert this Room to Dental Equipment Room

- Equipment – Compressor, vacuum/suction – cut sheets provided.
- Remote Switch to be installed in the Dental Exam Room near the sink
- Air, vacuum/suction to be provided at the foot of the chair
- Power at the foot of the chair
- Equipment to be placed on rack, allowing room for maintenance and for a storage shelf
- Leave floor drainage in room
- Room needs to be locked
- Need Beading around the door for noise reduction

Charting Room/Provider Room:

- Provision for 3 workstations, one of which is requested for the Dentist.
- Lockable upper cabinets

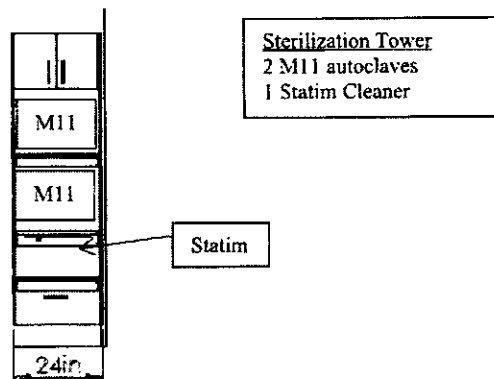
Dental Exam Room:

- Foot of chair is facing the window??
- Floor space needed around the chair for doctor stool and assistant stool, guest chair, computer cart, and mobile dental cart
- Storage Cabinets
 - need some to be lockable
 - Request to have a countertop in the middle portion to allow a workstation with upper cabinets

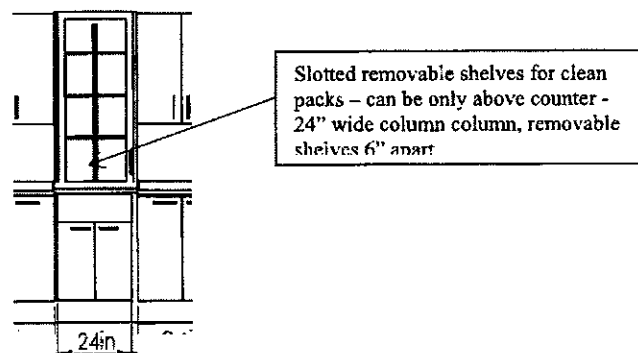
Lab:

- Blood Draw chair will be to the right of the doorway
- Starting from the right side of the countertop, this is the **dirty area**
 - Pass-through window from the toilet should be flush with the wall and away from the blood draw chair
 - On the counter – First – Biosonic Cleaner (Dental) to the right of the First Sink (Dirty Sink)

- Under Sink – VistaCool & Vista Pure (Dental) – need drains from base of cabinet to sink.
- Left of sink – on the wall above the counter – Air Line for Lubrication system for handpieces (Dental)
- Next on Counter – Microscope (Medical)
- Next to Microscope on counter – Centrifuge – need power.
- Left of sink Under Counter – refrigerator (Medical)
- Next – Stacked Column for Sterilizers – equipment will be two M11 autoclaves and one Statim Cleaner (cut sheets provided)
 - On Pullout drawers
 - Drawing Below



- Counter Top on the window side = **Clean Side**
 - Slotted Storage for clean packs
 - Removable shelves
 - Part of millwork
 - Eyewash station at the clean sink



- Provision for waste disposal below counter – one for medical and larger one for dental
- Upper and lower cabinets and drawers where possible
- Lockable cabinets

- **Cabinet maker to coordinate with La Clínica and Henry Schein Inc. regarding design of cabinets.**
- **Wall on left side of door**
 - First from door – Vaccine Freezer
 - need power
 - Specs – WDXH 25"X25.5"X32.25"

<http://www.migaliscientific.com/product/4-3-cuft-solid-door-pharmacy-refrigerator/?cat=clinical-laboratory>
 - Second from door – Vaccine Refrigerator
 - Need power
 - Specs - WDXH 24.2"X24"73.4"

<http://www.migaliscientific.com/products/vaccine-storage/>
 - Third from door – at window – Computer Cart

Alcove near IT Room:

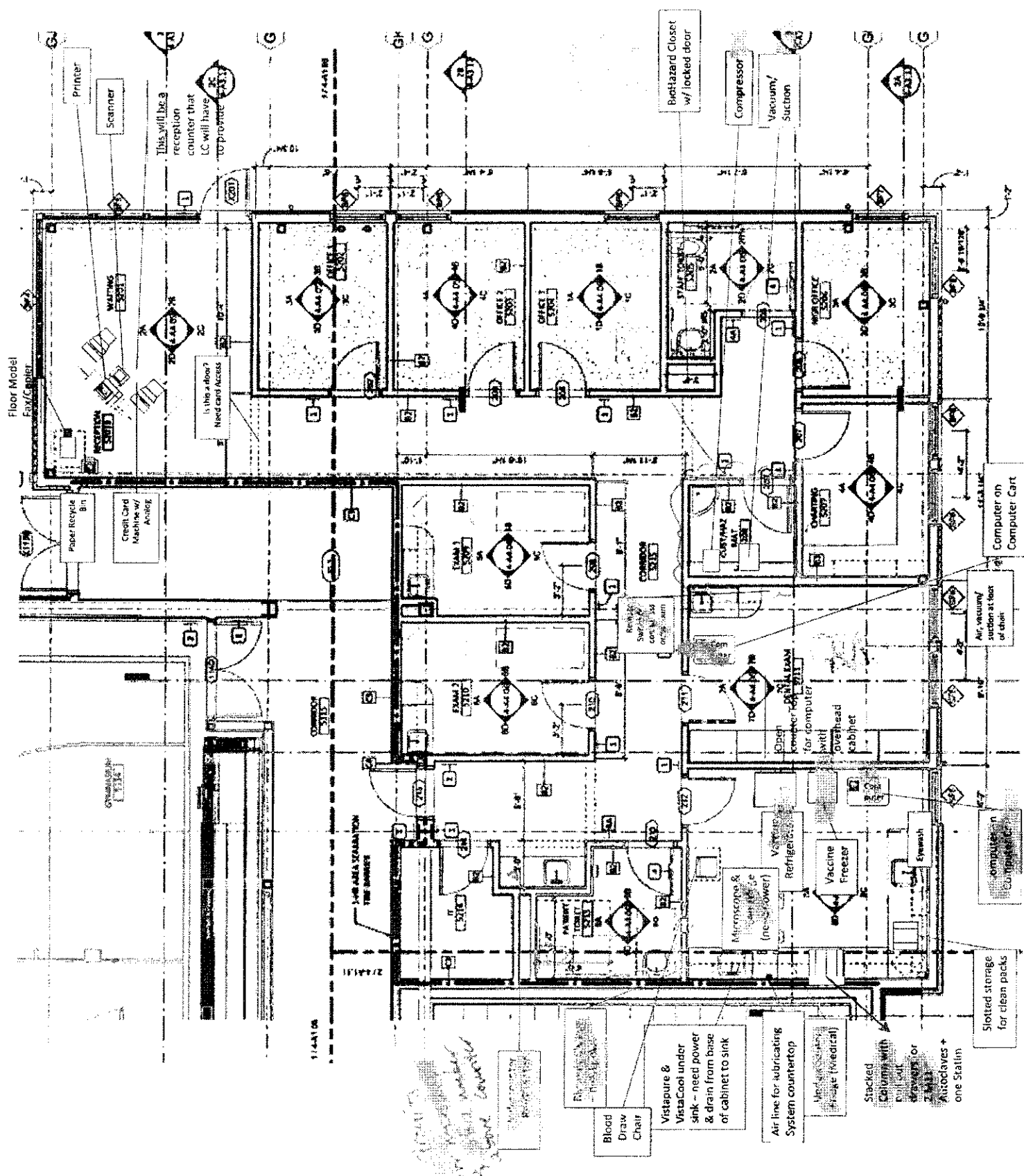
- Counter top
- We need space for a full sized refrigerator and a Microwave
- Room for small table and chairs in the hallway??

Exam Rooms:

- Provision for space for computer on Computer cart
- Lockable cabinets (upper and lower)

Questions, Issues:

1. What is the height of the counter in the lab? It needs to be higher than what we have in the temporary location.
2. Is there any other storage space for the clinic adjacent to the clinic?
3. Is there some space for the staff break room outside the clinic? Per Union contract requirements, La Clínica is required to provide break room facilities.
4. Is there a separate entrance for the Community to the clinic and a separate one for the school?
5. All doors do not need the auto-close – otherwise, we need a doorstop to keep the door open.
6. We need window coverings for the windows for patient confidentiality.
7. Please convey our needs to the cabinet contractor and we can meet with them to explain the layout.
8. Issue of the Biohazard space has to be resolved as this is a compliance requirement for the clinic.



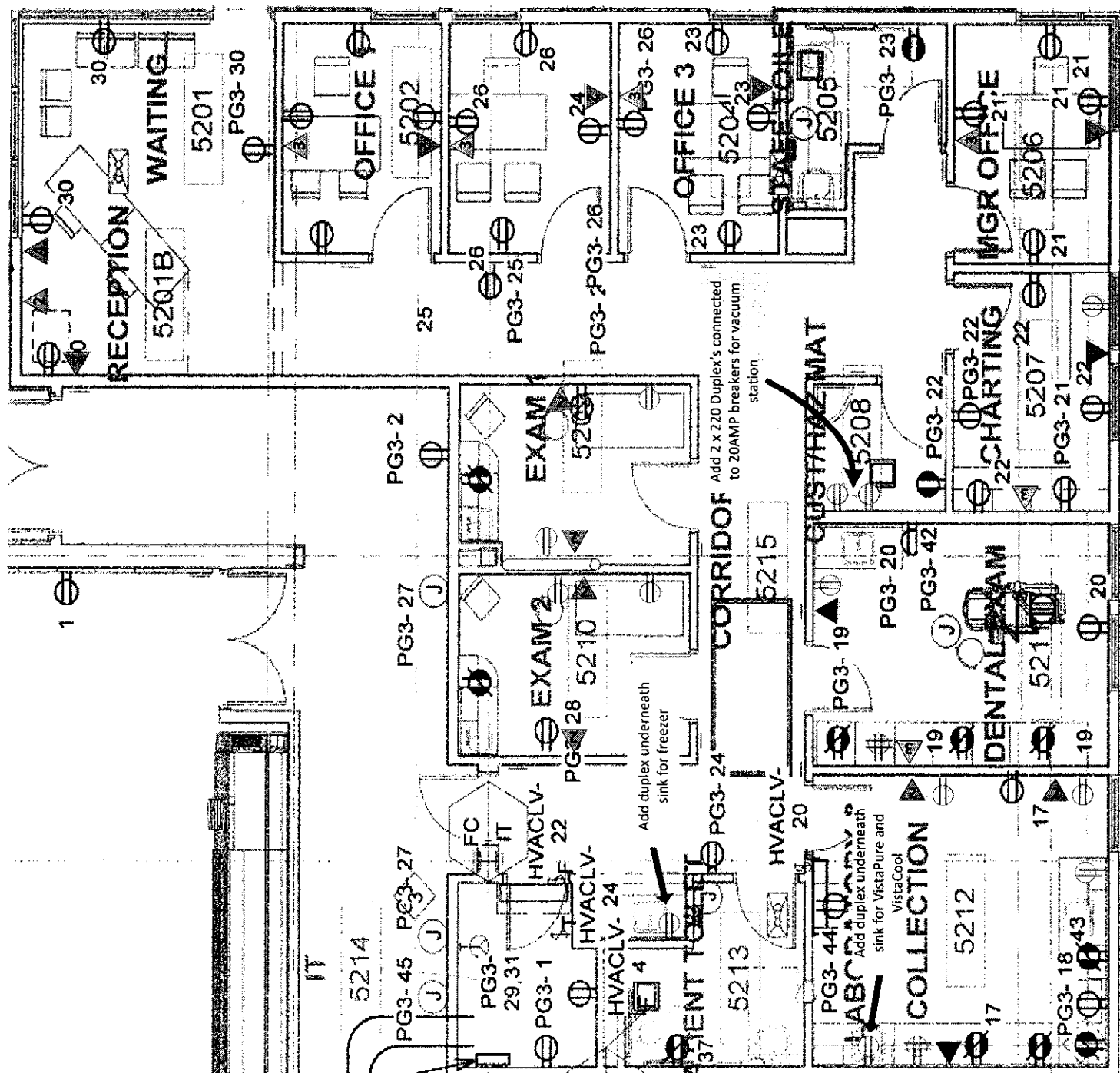




EXHIBIT D

DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: July 8, 2019

Bulletin 4-010

Project: Fremont High School Modernization & New Construction
Increment #4
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<u> X </u>	Owner
<u> X </u>	Contractor
<u> X </u>	Inspector
<u> </u>	DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

<u> </u>	You are authorized to proceed with this work at no increase in price.
<u> X </u>	The District has authorized you to proceed with this work.
<u> X </u>	Submit your cost for revised work.
<u> </u>	Submit your credit for revised work.
<u> </u>	You <u>are not</u> authorized to proceed with this work until DSA approval.

DESCRIPTION

Summary: This bulletin provides architectural, electrical, and plumbing revisions associated with Wellness Center markups from La Clinica, as authorized by OUSD. Includes addition of rack mounted compressor and vacuum system for dental exam, as well as electrical and casework revisions in lab and hallway wetbar. A new door is added for haz-mat storage closet with associated signage.

ATTACHMENTS

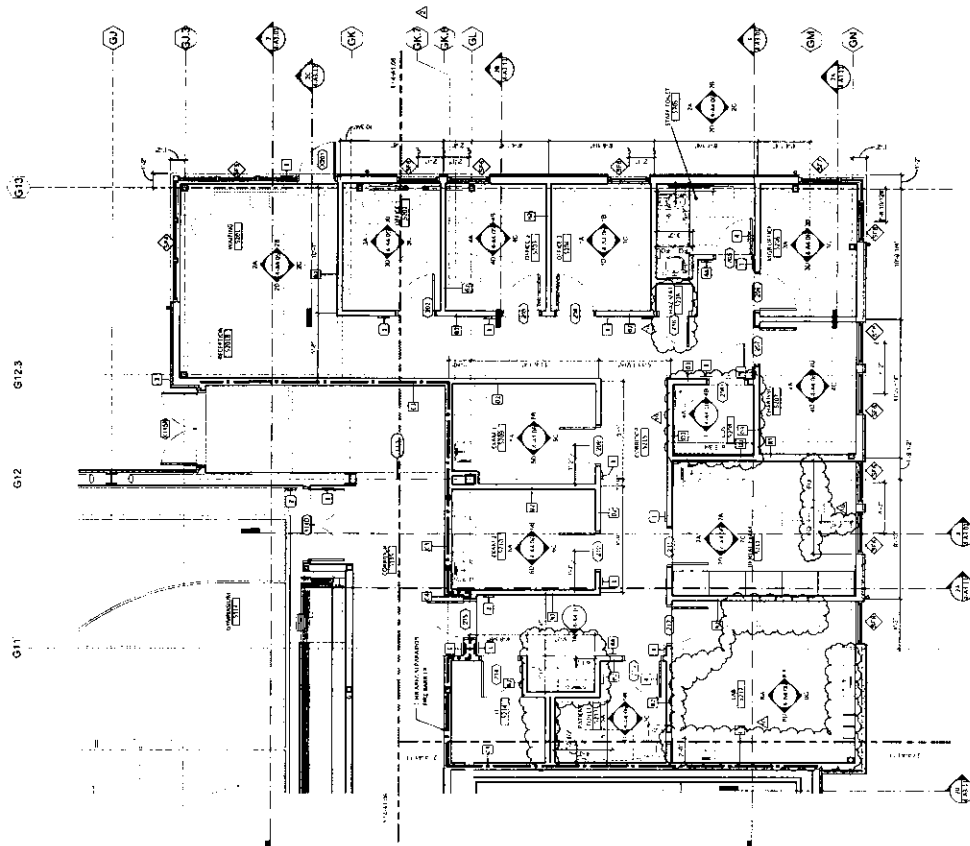
- Architectural Sheets: 4-A1.16, 4-A1.17, 4-A4.06, 4-A4-10, 4-A5.40, 4-A6.02, 4-A6.03, 4-A6.09
- Electrical Sheets: 4-E0.03, 4-E2.01, 4-E2.03, 4-E5.02, 4-E7.02
- Plumbing Sheets: 4-P1.01, 4-P2.02, 4-P2.03, 4-P5.01
- Spec Section: 22 60 00 Special Piping Systems

BY: Joel Williams

7/8/19

FLOOR PLAN NOTES

1. SEE SECTION 05100 FOR FINISHES.
2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



FREMONT HS MODERNIZATION & NEW
CONSTRUCTION - INC #4

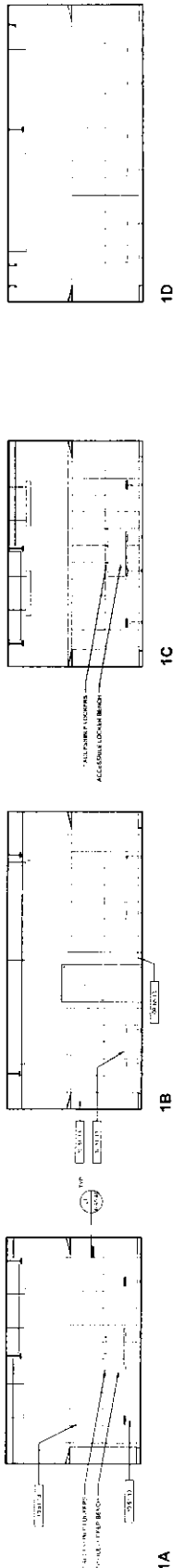


DATE	DESCRIPTION
01/15/16	ISSUED FOR PERMIT
02/15/16	ISSUED FOR PERMIT
03/15/16	ISSUED FOR PERMIT
04/15/16	ISSUED FOR PERMIT
05/15/16	ISSUED FOR PERMIT
06/15/16	ISSUED FOR PERMIT
07/15/16	ISSUED FOR PERMIT
08/15/16	ISSUED FOR PERMIT
09/15/16	ISSUED FOR PERMIT
10/15/16	ISSUED FOR PERMIT
11/15/16	ISSUED FOR PERMIT
12/15/16	ISSUED FOR PERMIT

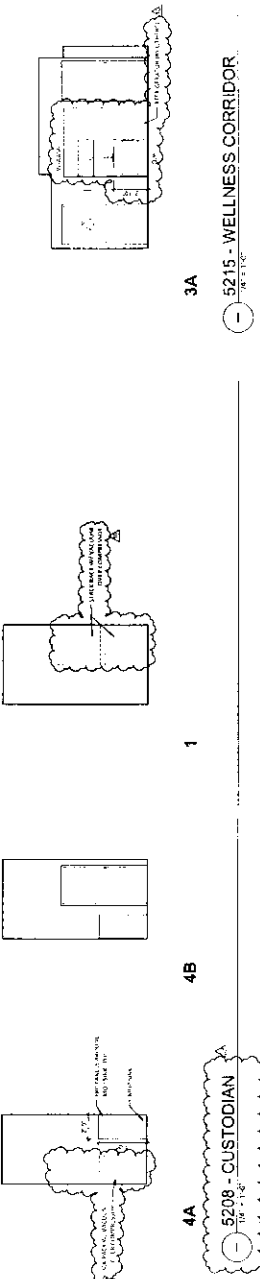
PROJECT NO.	4-A1.16
SCALE	AS SHOWN
DATE	NOV 12, 2015
REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT
6	ISSUED FOR PERMIT
7	ISSUED FOR PERMIT
8	ISSUED FOR PERMIT
9	ISSUED FOR PERMIT
10	ISSUED FOR PERMIT



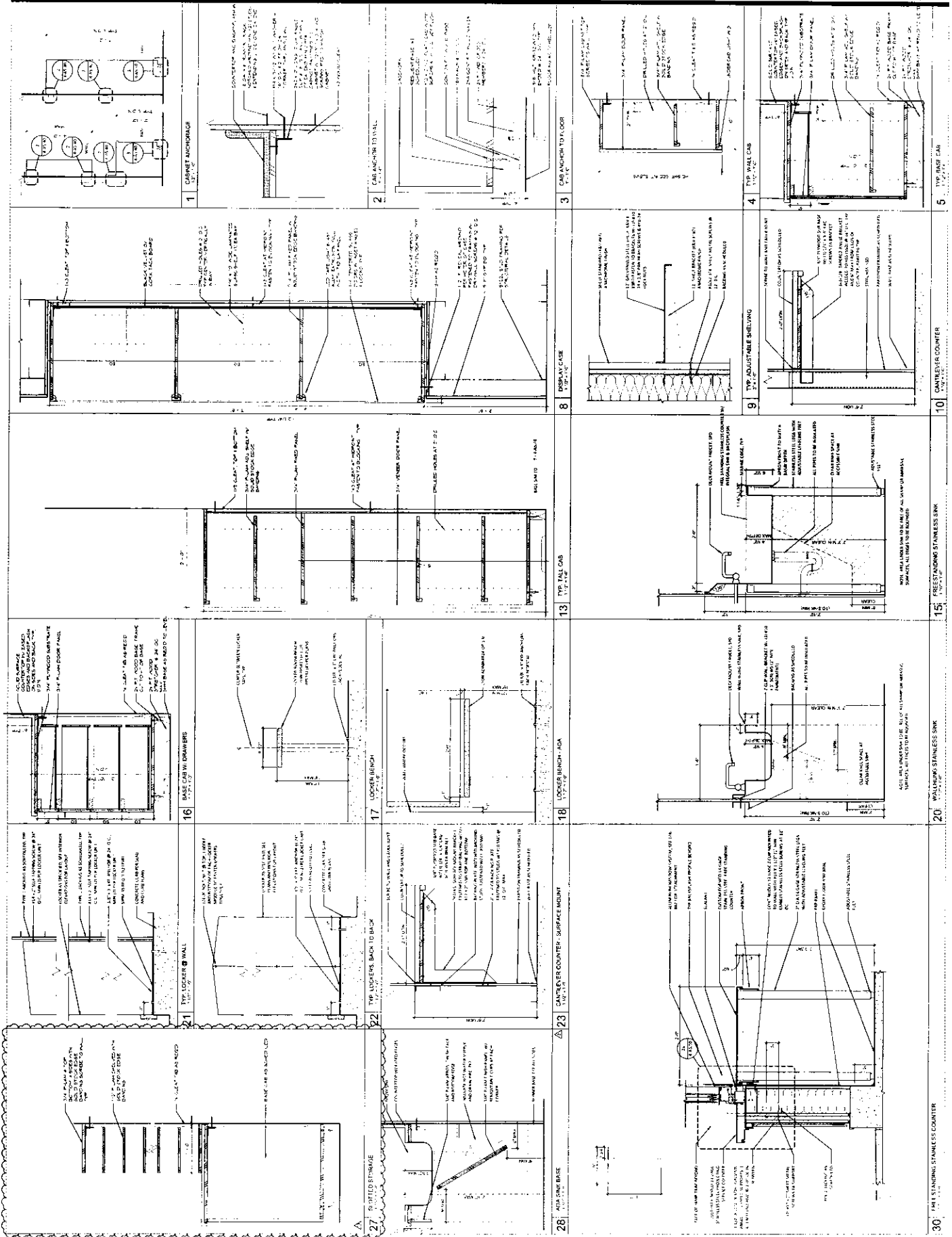
5113 - OFFICE



5119 - BOYS TEAM ROOM

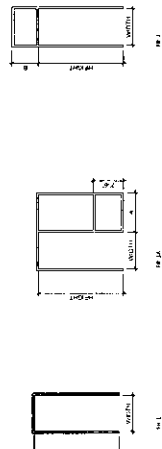


5215 - WELLNESS CORRIDOR



DOOR SCHEDULES

DOOR SCHEDULE NOTES



HOLLOW METAL FRAME TYPES

EXTERIOR DOOR SCHEDULE									
NO.	NAME	TYPE	FINISH	HEIGHT (IN)	WIDTH (IN)	SWING	THRESHOLD (IN)	GLASS (SQ FT)	MARK
1	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
2	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
3	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
4	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
5	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
6	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
7	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
8	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
9	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
10	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
11	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
12	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
13	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
14	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
15	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
16	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
17	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
18	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
19	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
20	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
21	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
22	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
23	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
24	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
25	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
26	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
27	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
28	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
29	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
30	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
31	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
32	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
33	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
34	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
35	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
36	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
37	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
38	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
39	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
40	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
41	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
42	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
43	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1
44	DOOR TO PORCH	DOOR	WOOD	6'0"	3'0"	OUT	1/2"	0.0	1

GYMNASIUM

[illegible]

UPPER BLEACHER

[illegible]

WELLNESS CENTER

[illegible]

DOOR SCHEDULES

DOOR SCHEDULE NOTES



$\text{CO}_2 = \text{CO}_2$ (at 100°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 200°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 300°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 400°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 500°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 600°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 700°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 800°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 900°C) = 0.00037 g/l
 $\text{CO}_2 = \text{CO}_2$ (at 1000°C) = 0.00037 g/l



STYLING CONCEPTS

FREMONT HS MODERNIZATION & NEW CONSTRUCTION - INC #4

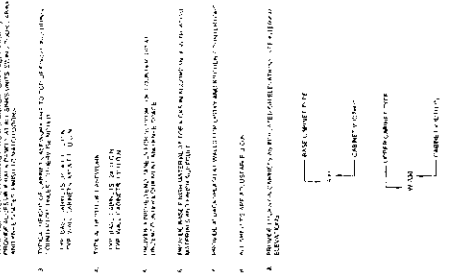


1. The first step is to identify the key components of the system. This includes the hardware (e.g., sensors, actuators, controllers) and the software (e.g., algorithms, data structures).

DOOR
SCHEMULE

SCHEDULE _____
 HALF _____
 DATE _____
 REVISIONS _____
 PROJECT NO. _____
 PROJECT NO. _____
 PROJECT NO. _____

CASEWORK NOTES



LCA ARCHITECTS

**FREMONT HS MODERNIZATION & NEW
CONSTRUCTION • INC. #4**
10000 15th Ave. S.
Fremont, CA 94538



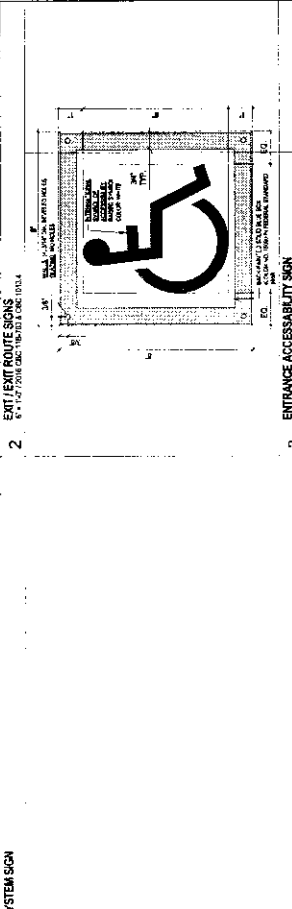
1. $\frac{1}{2} \log \frac{1}{2}$
 2. $\frac{1}{2} \log \frac{1}{2}$
 3. $\frac{1}{2} \log \frac{1}{2}$
 4. $\frac{1}{2} \log \frac{1}{2}$
 5. $\frac{1}{2} \log \frac{1}{2}$
 6. $\frac{1}{2} \log \frac{1}{2}$
 7. $\frac{1}{2} \log \frac{1}{2}$
 8. $\frac{1}{2} \log \frac{1}{2}$
 9. $\frac{1}{2} \log \frac{1}{2}$
 10. $\frac{1}{2} \log \frac{1}{2}$

1. *Chlorophyll a* (Chl *a*)
 2. *Chlorophyll b* (Chl *b*)
 3. *Chlorophyll c* (Chl *c*)
 4. *Chlorophyll d* (Chl *d*)
 5. *Chlorophyll e* (Chl *e*)
 6. *Chlorophyll f* (Chl *f*)
 7. *Chlorophyll g* (Chl *g*)
 8. *Chlorophyll h* (Chl *h*)
 9. *Chlorophyll i* (Chl *i*)
 10. *Chlorophyll j* (Chl *j*)
 11. *Chlorophyll k* (Chl *k*)
 12. *Chlorophyll l* (Chl *l*)
 13. *Chlorophyll m* (Chl *m*)
 14. *Chlorophyll n* (Chl *n*)
 15. *Chlorophyll o* (Chl *o*)
 16. *Chlorophyll p* (Chl *p*)
 17. *Chlorophyll q* (Chl *q*)
 18. *Chlorophyll r* (Chl *r*)
 19. *Chlorophyll s* (Chl *s*)
 20. *Chlorophyll t* (Chl *t*)
 21. *Chlorophyll u* (Chl *u*)
 22. *Chlorophyll v* (Chl *v*)
 23. *Chlorophyll w* (Chl *w*)
 24. *Chlorophyll x* (Chl *x*)
 25. *Chlorophyll y* (Chl *y*)
 26. *Chlorophyll z* (Chl *z*)
 27. *Chlorophyll aa* (Chl *aa*)
 28. *Chlorophyll ab* (Chl *ab*)
 29. *Chlorophyll ac* (Chl *ac*)
 30. *Chlorophyll ad* (Chl *ad*)
 31. *Chlorophyll ae* (Chl *ae*)
 32. *Chlorophyll af* (Chl *af*)
 33. *Chlorophyll ag* (Chl *ag*)
 34. *Chlorophyll ah* (Chl *ah*)
 35. *Chlorophyll ai* (Chl *ai*)
 36. *Chlorophyll aj* (Chl *aj*)
 37. *Chlorophyll ak* (Chl *ak*)
 38. *Chlorophyll al* (Chl *al*)
 39. *Chlorophyll am* (Chl *am*)
 40. *Chlorophyll an* (Chl *an*)
 41. *Chlorophyll ao* (Chl *ao*)
 42. *Chlorophyll ap* (Chl *ap*)
 43. *Chlorophyll aq* (Chl *aq*)
 44. *Chlorophyll ar* (Chl *ar*)
 45. *Chlorophyll as* (Chl *as*)
 46. *Chlorophyll at* (Chl *at*)
 47. *Chlorophyll au* (Chl *au*)
 48. *Chlorophyll av* (Chl *av*)
 49. *Chlorophyll aw* (Chl *aw*)
 50. *Chlorophyll ax* (Chl *ax*)
 51. *Chlorophyll ay* (Chl *ay*)
 52. *Chlorophyll az* (Chl *az*)
 53. *Chlorophyll aza* (Chl *aza*)
 54. *Chlorophyll abz* (Chl *abz*)
 55. *Chlorophyll acz* (Chl *acz*)
 56. *Chlorophyll adz* (Chl *adz*)
 57. *Chlorophyll aez* (Chl *aez*)
 58. *Chlorophyll afz* (Chl *afz*)
 59. *Chlorophyll agz* (Chl *agz*)
 60. *Chlorophyll ahz* (Chl *ahz*)
 61. *Chlorophyll aiz* (Chl *aiz*)
 62. *Chlorophyll ajz* (Chl *ajz*)
 63. *Chlorophyll akz* (Chl *akz*)
 64. *Chlorophyll alz* (Chl *alz*)
 65. *Chlorophyll amz* (Chl *amz*)
 66. *Chlorophyll anz* (Chl *anz*)
 67. *Chlorophyll aoz* (Chl *aoz*)
 68. *Chlorophyll apz* (Chl *apz*)
 69. *Chlorophyll aqz* (Chl *aqz*)
 70. *Chlorophyll arz* (Chl *arz*)
 71. *Chlorophyll asz* (Chl *asz*)
 72. *Chlorophyll atz* (Chl *atz*)
 73. *Chlorophyll auz* (Chl *auz*)
 74. *Chlorophyll avz* (Chl *avz*)
 75. *Chlorophyll awz* (Chl *awz*)
 76. *Chlorophyll axz* (Chl *axz*)
 77. *Chlorophyll ayz* (Chl *ayz*)
 78. *Chlorophyll ayz* (Chl *ayz*)
 79. *Chlorophyll azz* (Chl *azz*)
 80. *Chlorophyll azaa* (Chl *aza*)
 81. *Chlorophyll abz* (Chl *abz*)
 82. *Chlorophyll acz* (Chl *acz*)
 83. *Chlorophyll adz* (Chl *adz*)
 84. *Chlorophyll aez* (Chl *aez*)
 85. *Chlorophyll afz* (Chl *afz*)
 86. *Chlorophyll agz* (Chl *agz*)
 87. *Chlorophyll ahz* (Chl *ahz*)
 88. *Chlorophyll aiz* (Chl *aiz*)
 89. *Chlorophyll ajz* (Chl *ajz*)
 90. *Chlorophyll akz* (Chl *akz*)
 91. *Chlorophyll alz* (Chl *alz*)
 92. *Chlorophyll amz* (Chl *amz*)
 93. *Chlorophyll anz* (Chl *anz*)
 94. *Chlorophyll aoz* (Chl *aoz*)
 95. *Chlorophyll apz* (Chl *apz*)
 96. *Chlorophyll aqz* (Chl *aqz*)
 97. *Chlorophyll arz* (Chl *arz*)
 98. *Chlorophyll asz* (Chl *asz*)
 99. *Chlorophyll atz* (Chl *atz*)
 100. *Chlorophyll auz* (Chl *auz*)
 101. *Chlorophyll avz* (Chl *avz*)
 102. *Chlorophyll awz* (Chl *awz*)
 103. *Chlorophyll axz* (Chl *axz*)
 104. *Chlorophyll ayz* (Chl *ayz*)
 105. *Chlorophyll ayz* (Chl *ayz*)
 106. *Chlorophyll azz* (Chl *azz*)
 107. *Chlorophyll azaa* (Chl *aza*)
 108. *Chlorophyll abz* (Chl *abz*)
 109. *Chlorophyll acz* (Chl *acz*)
 110. *Chlorophyll adz* (Chl *adz*)
 111. *Chlorophyll aez* (Chl *aez*)
 112. *Chlorophyll afz* (Chl *afz*)
 113. *Chlorophyll agz* (Chl *agz*)
 114. *Chlorophyll ahz* (Chl *ahz*)
 115. *Chlorophyll aiz* (Chl *aiz*)
 116. *Chlorophyll ajz* (Chl *ajz*)
 117. *Chlorophyll akz* (Chl *akz*)
 118. *Chlorophyll alz* (Chl *alz*)
 119. *Chlorophyll amz* (Chl *amz*)
 120. *Chlorophyll anz* (Chl *anz*)
 121. *Chlorophyll aoz* (Chl *aoz*)
 122. *Chlorophyll apz* (Chl *apz*)
 123. *Chlorophyll aqz* (Chl *aqz*)
 124. *Chlorophyll arz* (Chl *arz*)
 125. *Chlorophyll asz* (Chl *asz*)
 126. *Chlorophyll atz* (Chl *atz*)
 127. *Chlorophyll auz* (Chl *auz*)
 128. *Chlorophyll avz* (Chl *avz*)
 129. *Chlorophyll awz* (Chl *awz*)
 130. *Chlorophyll axz* (Chl *axz*)
 131. *Chlorophyll ayz* (Chl *ayz*)
 132. *Chlorophyll ayz* (Chl *ayz*)
 133.

SEWWORK SCHEDULE

$$\frac{1}{2} \frac{dy}{dx} = \frac{y}{x} \frac{1}{1+y^2}$$
$$\frac{1}{\rho} \frac{d\rho}{dt} = \frac{1}{\rho} \frac{d\rho}{d\tau} \frac{d\tau}{dt} = \frac{1}{\rho} \frac{d\rho}{d\tau} \frac{1}{\gamma} = \frac{1}{\gamma} \frac{1}{\rho} \frac{d\rho}{d\tau}$$

100

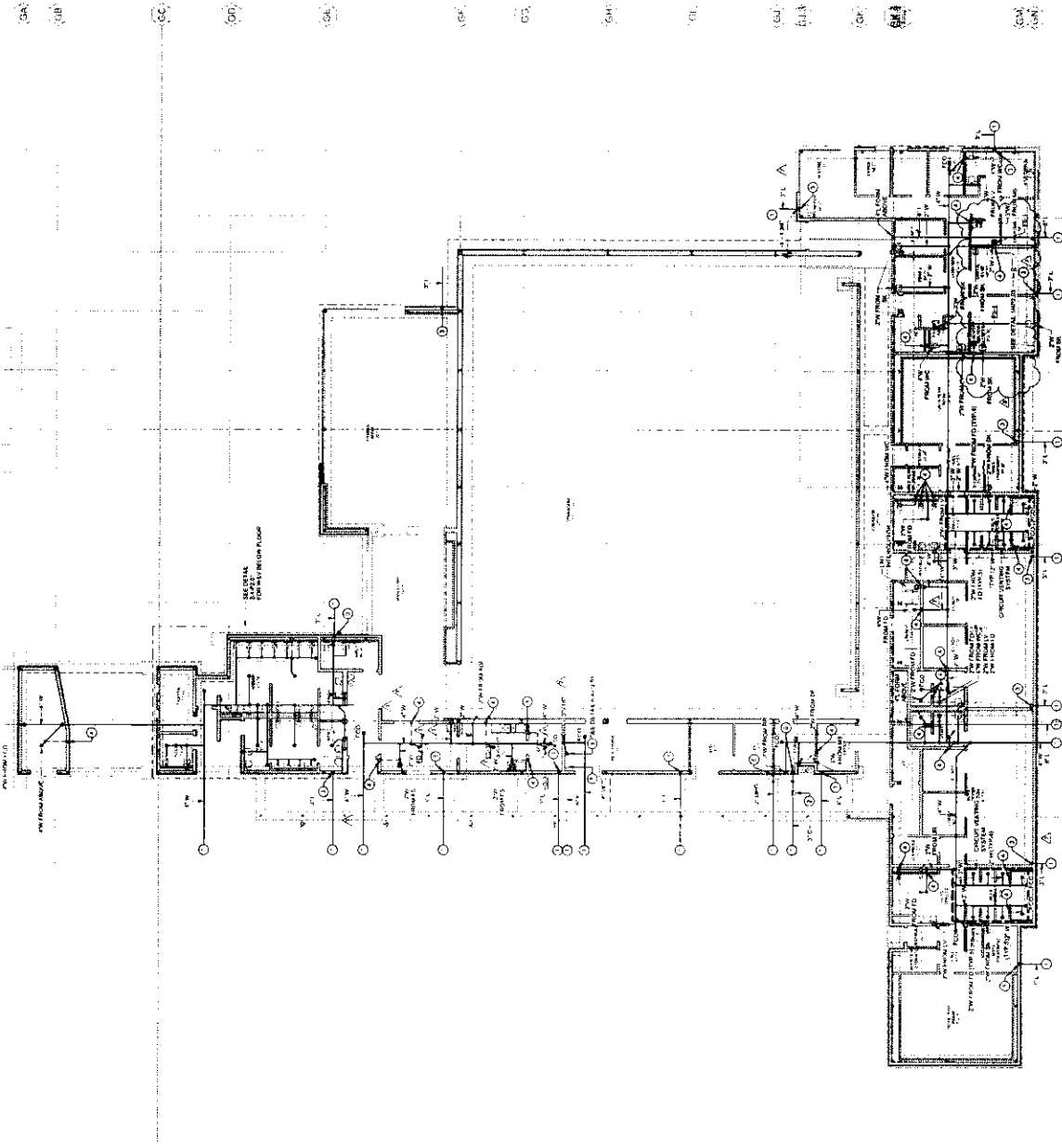
SIGN NOTES[illegible]

2010

SHEET NOTES:

- 1. CONSTRUCT TO EXISTING CONDITIONS, UNLESS NOTED OTHERWISE.
- 2. ALL DIMENSIONS ARE IN FEET AND INCHES, UNLESS NOTED OTHERWISE.
- 3. ALL DIMENSIONS ARE TO FACE, UNLESS NOTED OTHERWISE.
- 4. ALL DIMENSIONS ARE TO CENTERLINE, UNLESS NOTED OTHERWISE.
- 5. ALL DIMENSIONS ARE TO OUTLINE, UNLESS NOTED OTHERWISE.
- 6. ALL DIMENSIONS ARE TO CENTERLINE, UNLESS NOTED OTHERWISE.
- 7. ALL DIMENSIONS ARE TO OUTLINE, UNLESS NOTED OTHERWISE.
- 8. ALL DIMENSIONS ARE TO CENTERLINE, UNLESS NOTED OTHERWISE.
- 9. ALL DIMENSIONS ARE TO OUTLINE, UNLESS NOTED OTHERWISE.
- 10. ALL DIMENSIONS ARE TO CENTERLINE, UNLESS NOTED OTHERWISE.

01 02 03 04 05 06 07 08 09 10 11 12 13



1. GYM FLOOR PLAN - PLUMBING UNDERGROUND

30' x 100'

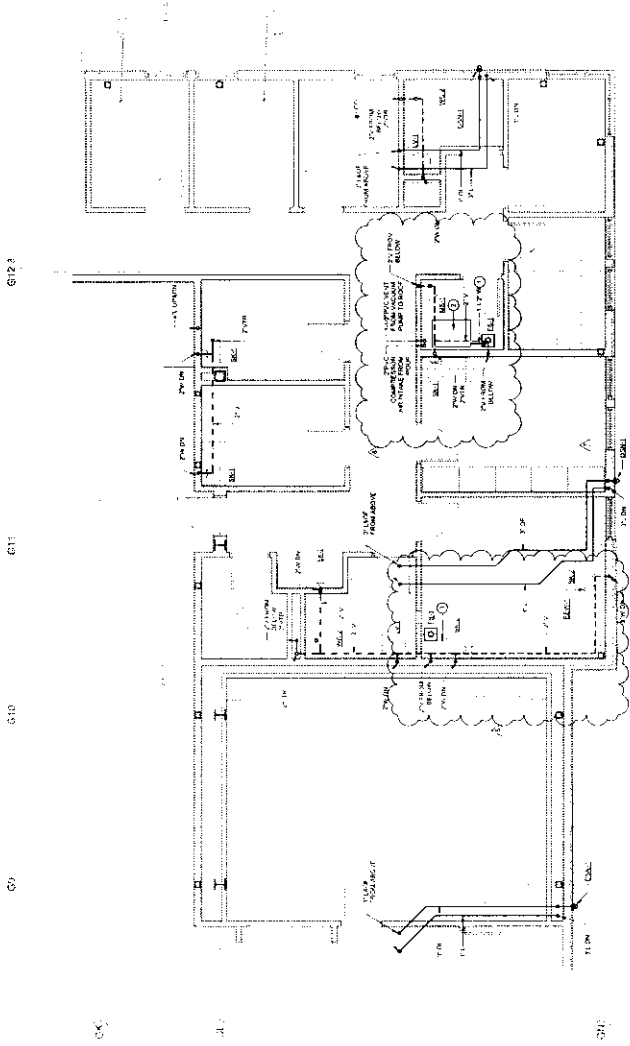


GENERAL NOTES

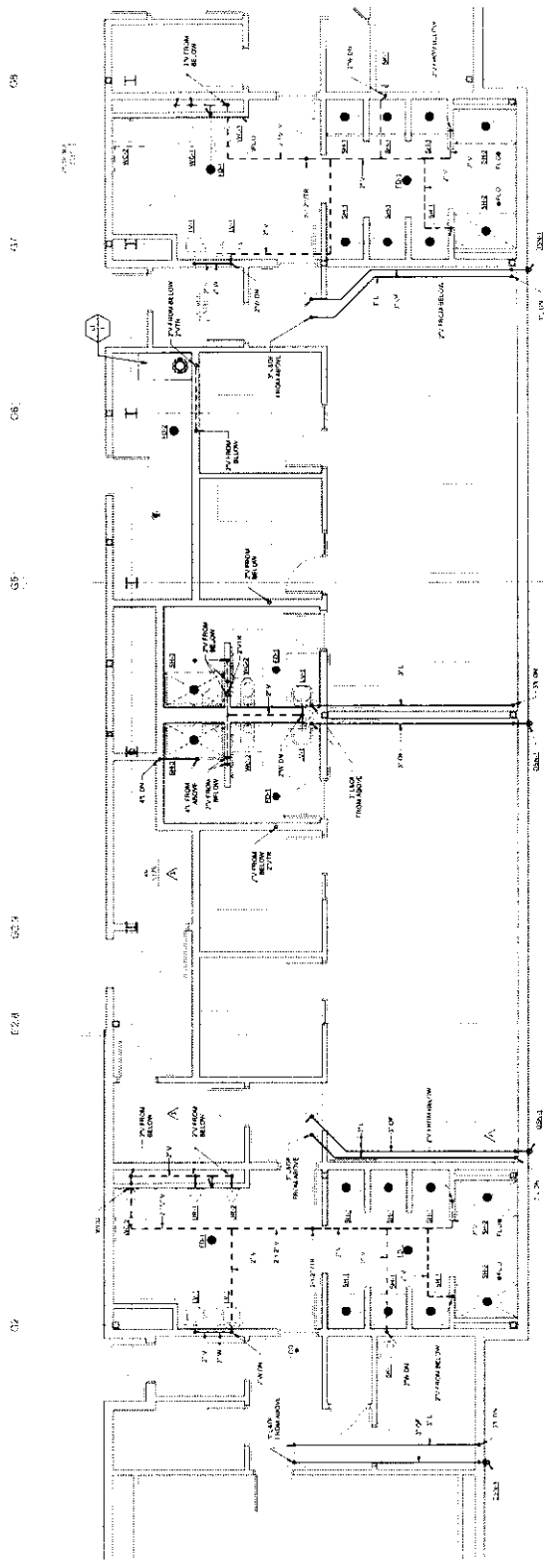
1. ALL PLUMBING SHALL BE IN ACCORDANCE WITH THE 2008 CALIFORNIA PLUMBING CODE, AS AMENDED.
2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 CALIFORNIA PLUMBING CODE, AS AMENDED.
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 CALIFORNIA PLUMBING CODE, AS AMENDED.

SHEET NOTES

1. ALL PLUMBING SHALL BE IN ACCORDANCE WITH THE 2008 CALIFORNIA PLUMBING CODE, AS AMENDED.
2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 CALIFORNIA PLUMBING CODE, AS AMENDED.
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE 2008 CALIFORNIA PLUMBING CODE, AS AMENDED.



1 ENLARGED PLANS - W&V ABOVE FLOOR 1



2 ENLARGED PLANS - W&V ABOVE FLOOR 2



1000 10th Avenue, Suite 100
 San Francisco, CA 94103
 Tel: 415.398.1234
 Fax: 415.398.1235
 Email: info@lcaarchitects.com
 Website: www.lcaarchitects.com



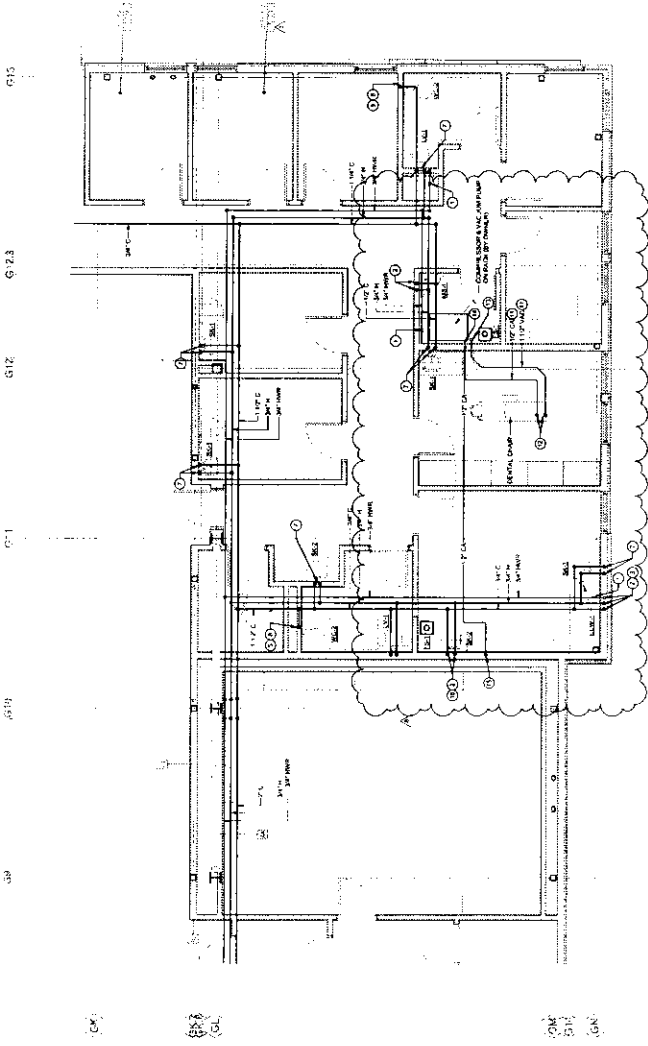
FREMONT HS MODERNIZATION & NEW CONSTRUCTION - INC #1

PROJECT NO. 4-P2.03
 SHEET NO. 4-P2.03
 DATE: 10/10/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT LOCATION: 1000 10th Avenue, San Francisco, CA 94103

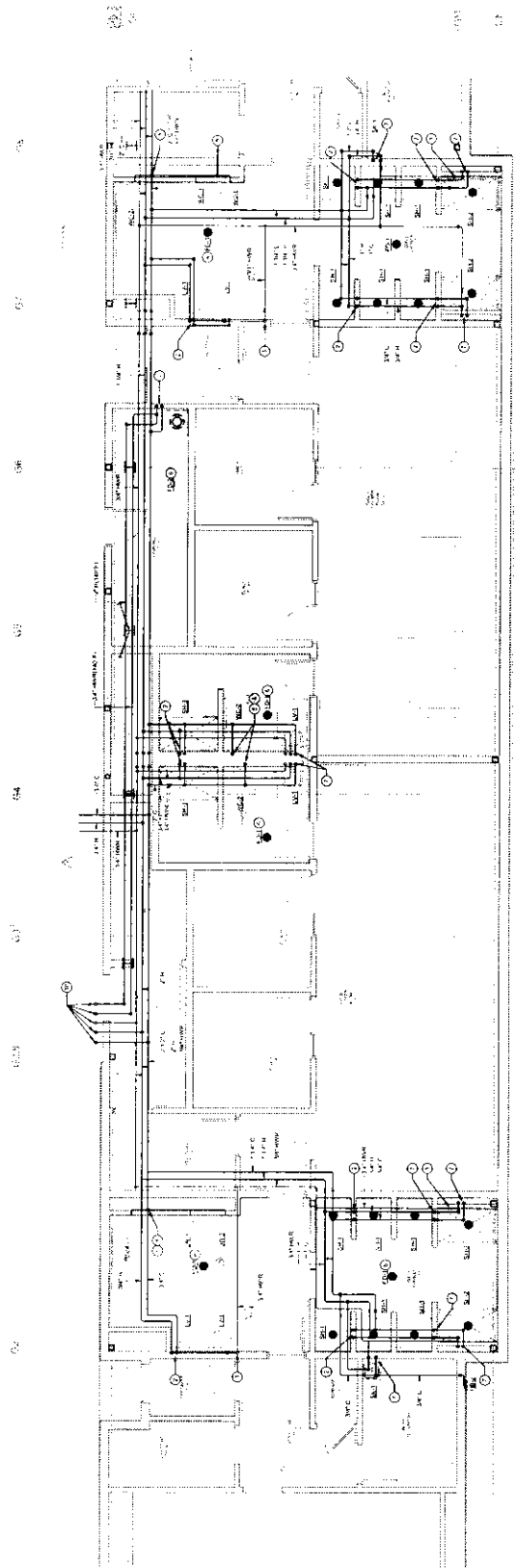
GENERAL NOTES:
 1. CONSULT THE MECHANICAL ENGINEER FOR ALL MECHANICAL REQUIREMENTS.
 2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
 3. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.

SHEET NOTES:

1. RELOCATE THE MECHANICAL ENGINEER'S REQUIREMENTS.
2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
3. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
4. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
5. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
6. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
7. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
8. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
9. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.
10. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE MECHANICAL ENGINEER'S REQUIREMENTS.



1 ENLARGED PLANS - PRESSURE PIPING



2 ENLARGED PLANS - PRESSURE PIPING

PLUMBING FIXTURE PIPING CONNECTION SCHEDULE		SINKS & POTS BASIN CONNECTION					
FIXTURE	DESCRIPTION	W		V		H	
		W	V	C	H		
WC	1/4" CLOS.	W	2"		1 1/2"		
UB	2" UNF.	2"	2"	3/4"			
LV	1/2" UNF.		1 1/2"	1 1/2"		1 1/2"	
FD	1/2" FLDG.	2"	2"	3/4"	1 1/2"		
SA	2" SA	2"	1 1/2"	1 1/2"	1 1/2"	1 1/2"	
MS	1/2" MS	1"	2"	3/4"	3/4"	3/4"	
SH	1/2" SH	2"	1 1/2"	1 1/2"			
MS	1/2" MS			3/4"			
1/4"	1/4" UNF.						

[illegible][illegible]

GYM - GAS LOAD DEMAND CALCULATIONS				
DESCRIPTION	QTY	MBH	TOTAL MBH	REMARKS
PLUMBING AND HVAC EQUIPMENT				
BOILER	2	506	1012	
WATER HEATER	2	150		
TOTAL TOTAL				
			1162	

NATURAL GAS SYSTEM CALCULATIONS:

DRAIN SCHEDULE						
SYMBOL	LOCATION	TEMP		GRADE INCH (M)	MANUFACTURER AND MODEL NUMBER	REMARKS
		SIZE (IN)	MATERIAL			
FD-1	RESTROOM	2"	CI	0"	1"	1-1
FD-2	MEDICATION ROOM	4"	CI	0"	1"	1-1
FD-3	SEE PLAN	3"	CI	2/8"	2/8"	1-1
FD-4	SEE PLAN	4"	CI	1/2"	1/2"	1-1
FD-5	SEE PLAN	4"	CI	1/2"	1/2"	1-1
FD-6	SEE PLAN	4"	CI	1/2"	1/2"	1-1
FD-7	RESTROOM	2"	CI	0"	1"	1-1
FD-8	BATHROOM HALLS	2"	BR/ALU	0"	1"	1-1
LD-1	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-2	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-3	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-4	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-5	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-6	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-7	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-8	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-9	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-10	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-11	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-12	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-13	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-14	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-15	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-16	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-17	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-18	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-19	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-20	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-21	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-22	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-23	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-24	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-25	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-26	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-27	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-28	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-29	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-30	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-31	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-32	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-33	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-34	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-35	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-36	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-37	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-38	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-39	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-40	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-41	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-42	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-43	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-44	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-45	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-46	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-47	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-48	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-49	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-50	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-51	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-52	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-53	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-54	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-55	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-56	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-57	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-58	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-59	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-60	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-61	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-62	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-63	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-64	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-65	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-66	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-67	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-68	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-69	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-70	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-71	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-72	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-73	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-74	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-75	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-76	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-77	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-78	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-79	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-80	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-81	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-82	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-83	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-84	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-85	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-86	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-87	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-88	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-89	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-90	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-91	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-92	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-93	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-94	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-95	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-96	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-97	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-98	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-99	LABORATORY	4"	CI	1/2"	1/2"	1-1
LD-100	LABORATORY	4"	CI	1/2"	1/2"	1-1

PUMPING DRAIN SCHEDULE NOTES:

1. PUMPED TO EXISTING SEWAGE MAIN.

2. PUMPED TO EXISTING DRAIN PUMP AND SEWAGE MAIN.

A

[illegible]

Location:

[illegible]Branch Panel: HVACHV
Location: ELEV. 5-10[illegible][illegible]



ARCHITECTS
1000 10TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1100
WWW.LCA-ARCHITECTS.COM



INTERNATIONAL
BROTHERHOOD OF
ELECTRICIANS
& RAILROAD
EMPLOYEES

FREMONT HIGH SCHOOL MODERNIZATION
& NEW CONSTRUCTION INCREMENT 14



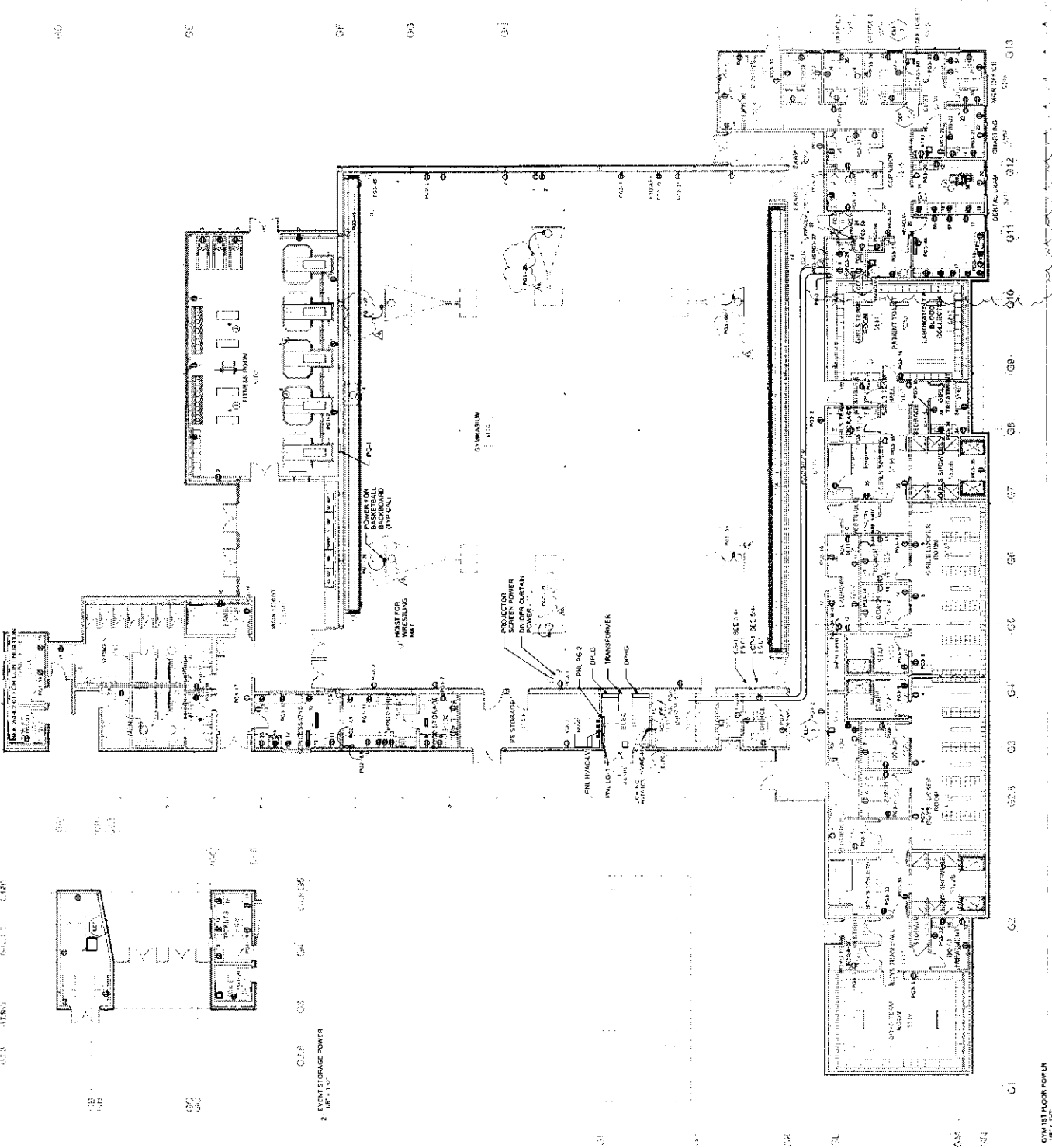
DATE: 10/15/2014
SCALE: 1/8" = 1'-0"

REVISIONS
1. 10/15/2014
2. 10/15/2014
3. 10/15/2014

PROJECT NO. 4003
4-E2.01

GENERAL NOTES	
A	COORDINATE TO ALL REQUIREMENTS WITH CONCESSIONS PRIOR TO RAMP-IN
B	INSTALL SENSOR AT ROOF-WTO
C	SEE LAYOUT FOR MOUNT REQUIREMENTS BEHIND AVAILABILITY TERMINAL DEVICES

SHEET NOTES	
1	CONDUIT RECEPTACLE FOR POWER FOR CONCESSIONS PRIOR TO RAMP-IN
2	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN
3	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN
4	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN
5	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN
6	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN
7	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN
8	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN
9	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN
10	CONDUIT RECEPTACLE FOR CONCESSIONS PRIOR TO RAMP-IN



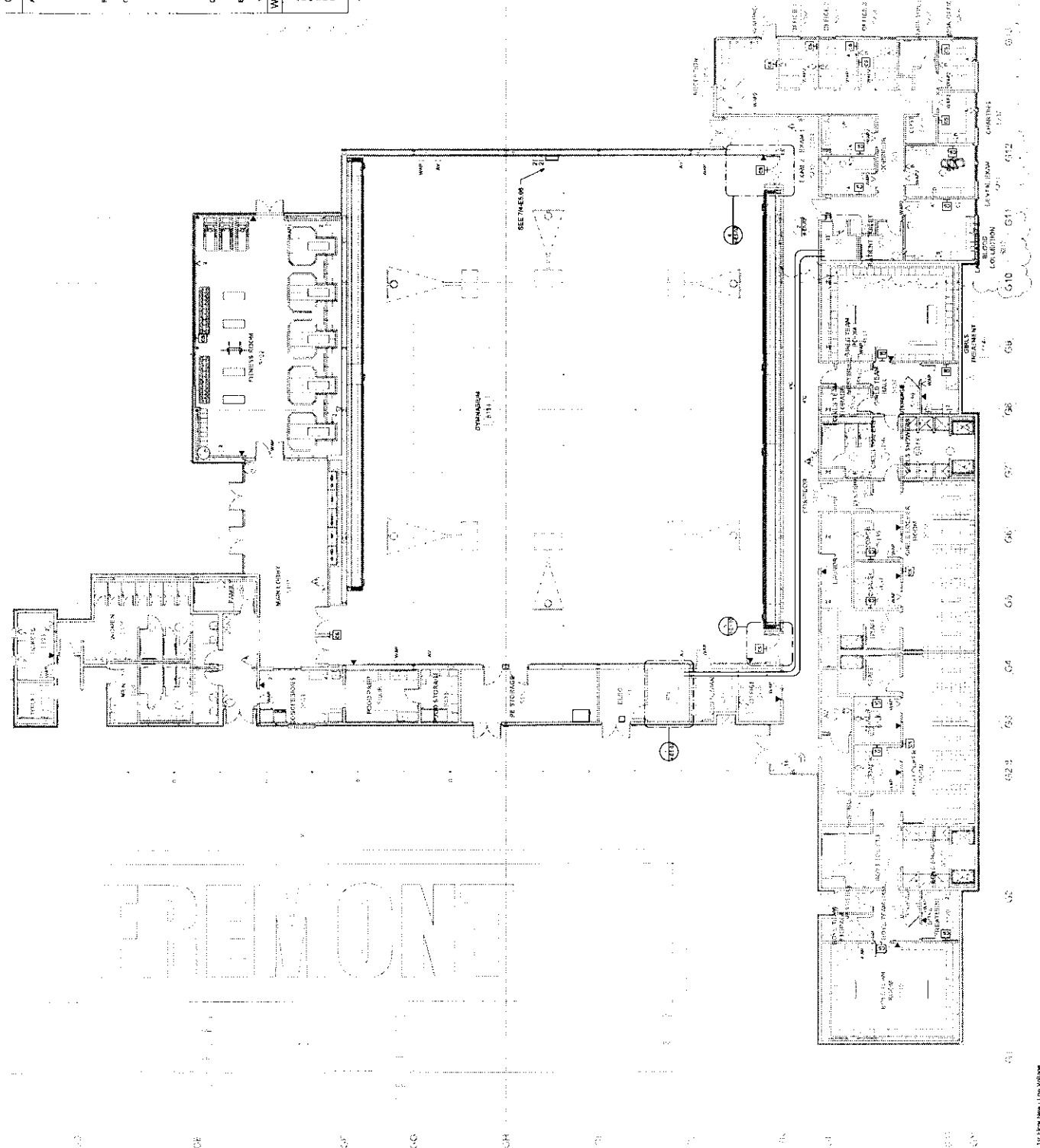
1. GYMNASIUM FLOOR POWER

GENERAL NOTES

- A. ALL LOW VOLTAGE CABLES SHALL BE IDENTIFIED AT EACH LOCATION WHERE FIRST IDENTIFIED BY A WARNING TAG. THE TAG SHALL BE PLACED IN THE CABLE TRUNKING OR BUNDLE OF CABLES AT INTERVALS OF NOT LESS THAN 10 FEET. ANY SECTION OF EXPOSED CABLE SHALL BE IDENTIFIED BY A WARNING TAG AT LEAST ONCE AT EACH LOCATION WHERE IT IS EXPOSED.
- B. ALL LOW VOLTAGE CABLES SHALL BE IDENTIFIED BY A WARNING TAG AT LEAST ONCE AT EACH LOCATION WHERE IT IS EXPOSED.
- C. ALL LOW VOLTAGE CABLES SHALL BE IDENTIFIED BY A WARNING TAG AT LEAST ONCE AT EACH LOCATION WHERE IT IS EXPOSED.
- D. ALL LOW VOLTAGE CABLES SHALL BE IDENTIFIED BY A WARNING TAG AT LEAST ONCE AT EACH LOCATION WHERE IT IS EXPOSED.
- E. ALL LOW VOLTAGE CABLES SHALL BE IDENTIFIED BY A WARNING TAG AT LEAST ONCE AT EACH LOCATION WHERE IT IS EXPOSED.

WELLNESS CENTER DATA SYMBOL LEGEND

- A. 1-POD 1 DATA
- B. 2-POD 2 DATA
- C. 3-POD 3 DATA
- D. 4-POD 4 DATA
- E. 5-POD 5 DATA



4 MDF CONDUIT ROUTING DETAIL

5 STADIUM PRESS BOX IDF - WALL LAYOUT

7 GYMNASIUM - NORTH

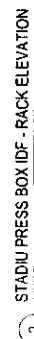
8 GYM HIGH BLEACHERS • SOUTH

ENLARGED TELECOM ROOM - IDF 5111B

ENLARGED TELECOM ROOM - IDF IT ROOM 5214

1

- [illegible]

TELECOMMUNICATION EQUIPMENT SCHEDULE

SECTION 22 60 00 SPECIAL PIPING SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Provide complete rough-in and final connections for an operative system for the following services:
 - 1. Medical Compressed Air
 - 2. Medical Vacuum

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 220529: Support and Anchors
- B. Section 220523: Valves
- C. Section 221123: Plumbing Pumps
- D. Section 220548: Noise, Vibration and Seismic Control
- E. Section 223000: Plumbing Systems

1.03 QUALITY ASSURANCE

- A. Applicator (Erector) Qualifications:
 - 1. All work shall be performed only by qualified, competent technicians who possess a brazing certificate issued by an organization/institution that uses brazing standards recognized by the American Welding Society (AWS), and who are experienced in making such installations of medical gases, medical compressed air.
- B. Requirements of Regulatory Agencies:
 - 1. Work shall conform to requirements of NFPA 99, Chapter 4 as well as any applicable State and local codes.
 - 2. Persons performing brazing shall possess a current brazing certificate issued by an organization/ institution that uses brazing standards recognized by the American Welding Society (AWS).
- C. Reference Standards:
 - 1. CCR - California Code of Regulations, Title 24.
 - a. Part 2, Chapter 2-10E, Health Facilities.
 - b. Part 4, California Mechanical Code.
 - c. Part 5, California Plumbing Code.
 - 2. CGA - Compressed Gas Association, Pamphlet G-4.1, Cleaning Equipment for Oxygen Service.
 - 3. NFPA - National Fire Protection Association.
 - a. 2005 NFPA 99 - Health Care Facilities, Chapter 4.
 - b. ANSI - American National Standards Institute.
 - c. B16.22 - "Solder-Joint Fittings, Pressure, Copper Alloy".
 - 4. ANSI/AWS - B5.8 Specification for Brazing Filler Metal.
 - 5. UL - Underwriter's Laboratories, Inc.

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's catalog sheets, diagrams, standard schematic drawings, and installation instructions for all manufactured or shop fabricated items.
- B. Certificates: Submit Test Certificates.
- C. Maintenance Data: Submit instructions.
- D. Submit for approval the name, qualifications and experience of the person/entity (independent from the installers) who will test the medical gas systems. The qualified person or testing entity shall be approved by the engineer of record.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Equipment:
 - 1. Vacuum Pump (owner furnished): Air Techniques Mojave LT3.
 - 2. Compressor (owner furnished): Air Techniques AirStar AS12.

2.02 MATERIALS

- A. Piping Materials:
 - 1. Piping shall be seamless Type K or L (ASTM B88) copper tubing, seamless ACR (ASTM B280) copper tubing for compressed air and PVC schedule 40 for vacuum system piping. Fittings shall be wrought copper, brass or bronze, suitable for brazed connections for compressed air and PVC schedule 80 for vacuum system.
 - 2. Brazing alloy, for all piping systems including vacuum, shall have a melting temperature in excess of 1000 degrees F. and shall comply with ANSI/AWS A5.8.
 - 3. Underground Conduit: Place copper gas pipe in Schedule 80 PVC outer pipe with solvent welded fittings. Provide spacers to center where pipe

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Medical Compressed Air, and Vacuum Systems:
 - 1. All copper pipe, tubing, valves and fittings shall be reamed, sized, and precleaned.
 - 2. All joints in the piping, including the medical vacuum system, and excepting those at equipment requiring screwed connections, shall be made with silver brazing alloy or similar high melting point (at least 1000 degrees F) brazing metal. All brazed joints shall be made in accordance with NFPA 99, Chapter 4, paragraph 4-4.1.4.2.
 - 3. Nitrogen Purge: During brazing of the pipe connections, the interior of the pipe shall be purged continuously with dry nitrogen. Use a flow meter and regulator to control flow rates.
 - 4. Threaded joints in piping systems shall be made in accordance NFPA 99, Chapter 4, paragraph 4-4.1.4.3.
 - 5. All piping shall be supported with pipe straps or hangers at appropriate intervals and NOT supported by other piping.
 - 6. Buried piping shall be adequately protected against frost, corrosion, and physical damage.

7. All pipe and tubing shall be labeled and painted to indicate its gas content. Labeling shall be done on a daily basis and shall not be left to be done at a later date. Painting may follow at a later date. Labeling shall appear on the piping at intervals of not more than 20 feet and at least once in each room and each story traversed by the piping system. Where supplementary color identification of piping is used, it shall be in accordance with the gases and colors indicated in CGA Pamphlet C-9.
8. Piping exposed to physical damage shall be adequately protected.
9. Do not install pipelines near high-voltage power lines.

3.02 FIELD QUALITY CONTROLS

A. Testing:

1. After installation of the piping and valves, but before installation of the service outlets, alarm actuating switches and gauges, the line shall be blown clear by means of oil-free, dry air or nitrogen.
2. After installation of the rough-in portion of service outlets and area line pressure alarms, but before closing of the walls, each section of the piping system shall be subjected to a test pressure of one and one-half (1-1/2) times the maximum working pressure, but not less than 150 psig, with oil-free, dry air or nitrogen. This test pressure shall be maintained until each joint has been examined for leakage by means of soapy water or other effective means of leak detection safe for use with oxygen. All leaks shall be repaired and the section retested.
3. After completing the testing of each individual piping system, all of the medical gas systems shall be subjected to a 24-hour standing pressure test at one and one-half (1-1/2) times the maximum working pressure, but not less than 150 psig. The test gas shall be oil-free, dry air or nitrogen. The main line shut-off valve shall be closed during the test.
4. After completion of the above test procedure, the finishing assemblies of station outlets, alarms, and all components (e.g. pressure switches, gauges, relief valves, etc.) shall be installed and all medical gas piping systems shall be subjected to a 24-hour standing pressure test at 20-percent above the normal operating line pressure. The main line shut-off valve shall be closed during this test. Leaks, if any, shall be located, repaired and the system retested.

B. Certification:

1. A qualified person or testing/certification entity for the medical gas system shall be selected by the governing board or authority of the health facility and approved by the Engineer of Record.
2. Upon installation of the complete medical gas system, a service organization thoroughly familiar with and regularly engaged in the testing of such systems shall test the entire piping system in accordance with NFPA 99. The Medical Gas Alarm System shall also be tested in accordance with NFPA 99.
3. A document of certification shall be submitted to the Architect. The document of certification shall include the following:
 - a. That the system is free of cross-connections.
 - b. That all system components perform to the design specifications.
 - c. That all system components, air and alarm systems have been adjusted in accordance with the manufacturer's recommendation.
 - d. That the concentration of oxygen delivered at each outlet designed for oxygen, medical air, and/or mixed gases containing oxygen is as prescribed.

END OF SECTION



ADDITIONAL SERVICE REQUEST

15

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.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 13, 2018
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: **Building B Envelope (New Plaster and Sun Shades)**

SCOPE OF SERVICES:

OUSD provided direction to the design team to proceed with work on replacing the exterior plaster on building B (email from Huy on 8/2/19) and providing new exterior sunshades in lieu of salvaging and repainting the existing perforated steel panels (email from Huy on 6/18/19).

Cahill provided cost estimates for this new scope totaling \$590,000 (\$165,000 for the sun shades and 425,000 for the plaster replacement). Design fees are based on 9% of the construction budget in accordance with Article 6 of the Agreement for Architectural Services dated April 13, 2016.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

	Fee
LCA Architects	\$38,100.00
KPW Structural Engineers	\$15,000.00
Total (fixed fee)	\$53,100.00

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,


Carl Campos, CEO
LCA Architects

9/13/19
DATE

DISTRICT REPRESENTATIVE
Authorization of Additional Services indicated

DATE

ATTACHMENTS

- **Exhibit A** – 2019 Hourly Fee Schedule (1 page)
- **Exhibit B** – Consultant Proposals – KPW Structural Engineers (1 page)
- **Exhibit C** – Cahill Cost Estimates (2 pages)
- **Exhibit D** – Bulletin 3-006 and 3-006.1 Plaster Replacement, and CCD 3-001 Sunshades (98 pages)

Exhibit A – 2019 HOURLY FEE SCHEDULE*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<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.	\$170.00/hr.
<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/hr.
<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	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime</i> - 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 01/01/2019. Subject to change quarterly.

September 13, 2019

Mr. Joel Williams
LCA Architects
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

Project: Fremont HS Modernization ASR#1 – Inc. 3 Sunshades, Dry rot repair, Inc. 4 Mockup
4610 Foothill Blvd, Oakland, CA 94601
KPW Proposal No. 19P563
KPW Project No. 19C172

Subject: Add Service Request for Additional Structural Engineering Services

Dear Joel,

This add service request is based the additional scope of work that was already or will be performed by KPW for Increment 3 and Increment 4 of the campus modernization project. Increment 3 additional scope includes the design of new sunshades and dry-rot repair evaluation/design of existing glulam beams. Increment 4 additional scope includes developing a BIM model and drawings for the exterior wall and steel frame mockup for the corner of the gym. Increment 3 scope was or will be documented in a CCD for DSA approval.

The following scope of work is included:

1. Inc 3 – Design new sunshades, issue CCD, respond to DSA review comments.
2. Inc 3 – Evaluate existing GLB dry rot, design repairs for beams, issue CCD, respond to DSA review comments
3. ~~Inc 4 – Issue Revit model and drawing for mockup at gym corner.~~


We propose to provide the above structural engineering services for the following lump-sum fees:

ASR#1 – Inc 3 New Sunshades	\$10,000
ASR#1 – Inc 3 Dry Rot Repair	\$5,000
ASR#1 – Inc 4 Mock-Up	\$2,500
Total Lump-Sum Fee:	\$17,500

We will bill per the terms noted in the original proposal. We hope you find this proposal acceptable. If the fees and terms provided herein are acceptable, this letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We look forward to hearing from you soon.

Very truly yours,

KPW Structural Engineers, Inc.


Pardeep Khutti, SE
Principal

Accepted,

LCA Architects

By: _____

Date: _____



CAHILL / FOCON
JOINT VENTURE
STATE CONTRACTORS LLC # 1035872

EXHIBIT C

OUSD Fremont High School - Increment #3

REPLACE EXTERIOR ENVELOPE ROM

Owner: Oakland Unified School District
Architect: LCA Architects

Date: 7/19/19

Line Item Description			Remarks
02-4000	Selective Demolition and Abatement	\$33,235	Silverado quote
06-1010	Rough Carpentry	\$38,044	Plywood sheathing
07-6000	Sheet Metal, Flashing, Louvers and Exp Jts	\$14,000	Allowance
09-2400	Exterior Plaster	\$304,350	Hartley bid at \$326k. Includes (1) layer of Tyvek+Paper+Lath & Plaster
09-9000	Painting	\$0	Include in base scope
01-5450	Scaffold	\$0	Included in base scope
SUBTOTAL		\$389,629	
SDI 1.50%		\$5,844	
Oakland City Tax 0.18%		\$712	
Liability Insurance 1.40%		\$5,547	
Contractor's Fee 5.00%		\$20,087	
G.C. Bond 0.62%		\$2,615	
GRAND TOTAL		\$424,433	

From: Katie McLelland <kmclelland@cahill-sf.com>
Sent: Monday, June 10, 2019 12:17 PM
To: Joel Williams; Nick Misakian
Cc: Huy Hoang; Brent Randall; Frank Musolino
Subject: RE: 14019 Fremont HS | Bldg B Sunshades

Hi Joel & Huy,
We received a ROM of \$165k for the new sunshade design.

-Katie

From: Joel Williams <jwilliams@lca-architects.com>
Sent: Saturday, May 25, 2019 1:31 PM
To: Nick Misakian <nmisakian@cahill-sf.com>
Cc: Huy Hoang <huy.hoang@ousd.org>; Brent Randall <brandall@lca-architects.com>; Katie McLelland <kmclelland@cahill-sf.com>; Frank Musolino <fmusolino@cahill-sf.com>
Subject: Re: 14019 Fremont HS | Bldg B Sunshades

Here's the McNichols product I was thinking of:

<https://www.mcnichols.com/perforated-metal/round-hole/aluminum-al-17143813>

Sent from my phone with two left thumbs

On May 25, 2019, at 11:03 AM, Nick Misakian <nmisakian@cahill-sf.com> wrote:

Hi Joel,

Cool idea to fold the panels. Do you have a cut sheet of the perforated aluminum your thinking of using?

I'll run this through our steel sub for review and cost and take a deeper look next week.
I'll also check with BOK Modern to get a cost comparison.

Nick Misakian
Sr. Project Manager
Cell: (415) 328-5321

From: Joel Williams <jwilliams@lca-architects.com>
Sent: Friday, May 24, 2019 5:33 PM
To: Huy Hoang; Nick Misakian
Cc: Brent Randall
Subject: 14019 Fremont HS | Bldg B Sunshades

Huy and Nick,



EXHIBIT D

DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: August 27, 2019

Bulletin 3-006

Project: Fremont High School Modernization & New Construction
Increment #3
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

<input type="checkbox"/>	You are authorized to proceed with this work at no increase in price.
<input checked="" type="checkbox"/>	The District has authorized you to proceed with this work.
<input checked="" type="checkbox"/>	Submit your cost for revised work.
<input type="checkbox"/>	Submit your credit for revised work.
<input type="checkbox"/>	You are <u>not</u> authorized to proceed with this work until DSA approval.

DESCRIPTION

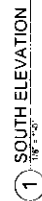
Summary: This bulletin includes sheets documenting the direction to replace the plaster on the building, including new and revised details related to waterproofing of the new plaster installation as well as revisions to window sill elevations to create uniformity for all window sills.

ATTACHMENTS

- Sheets 3-A2.02, 3-A3.04, 3-A5.13, 3-A5.15, 3-A5.16, 3-A6.05.

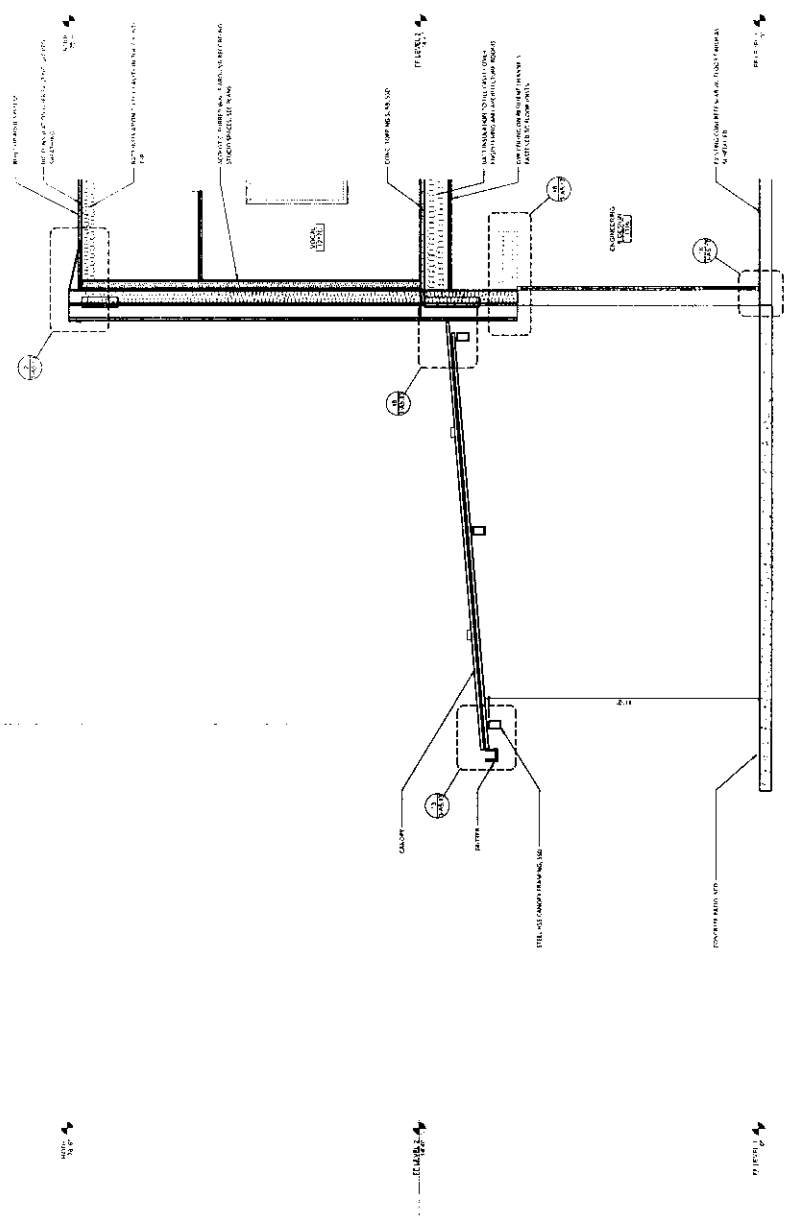
BY: Joel Williams

8/27/19



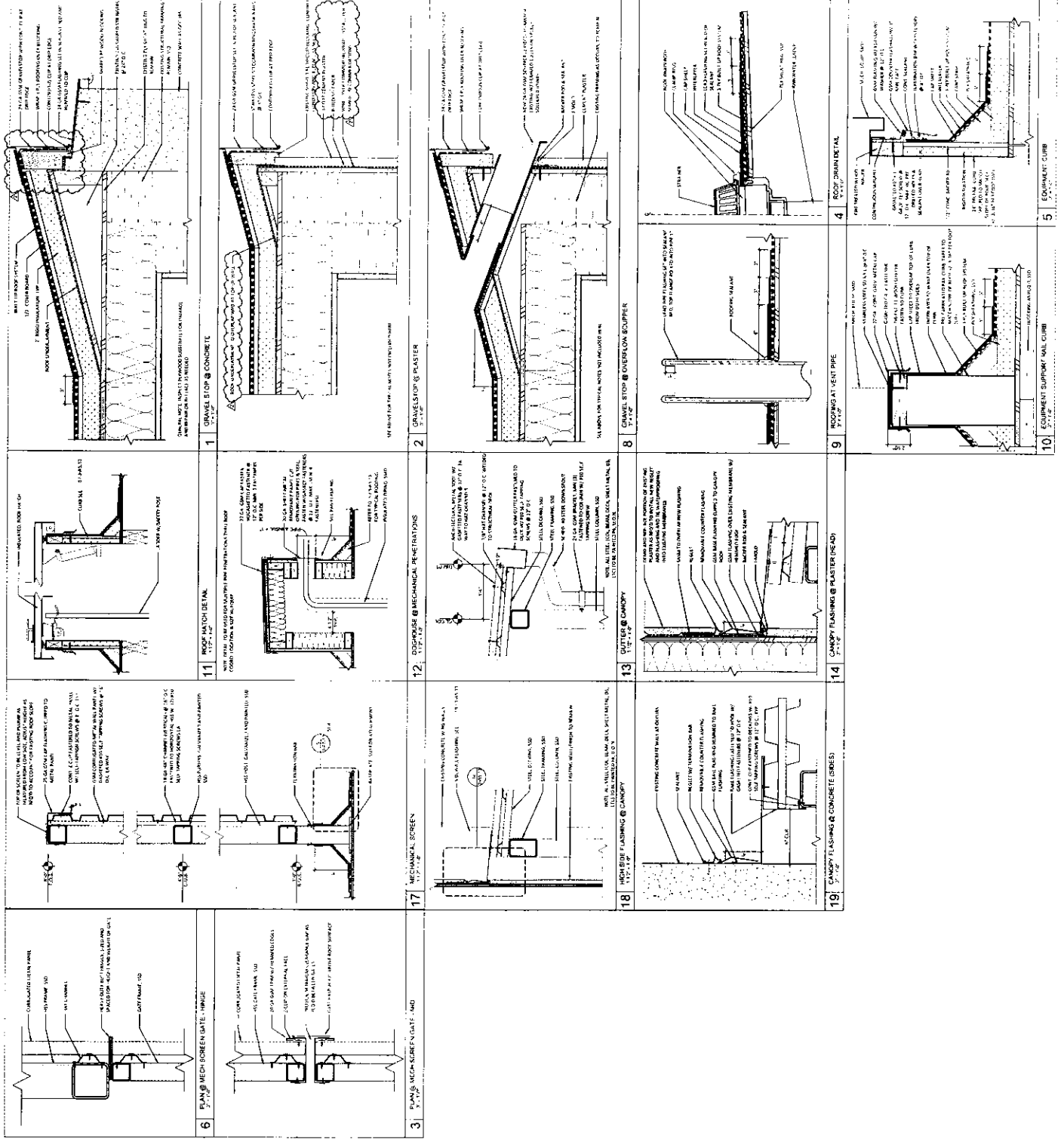
G12 G11

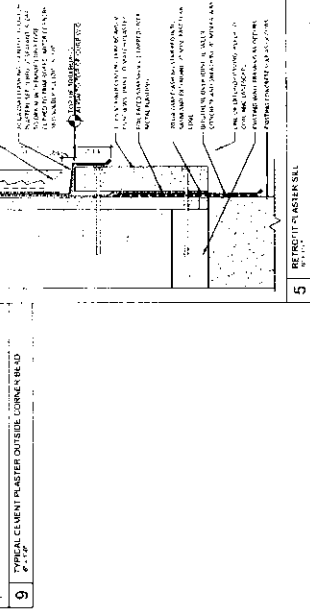
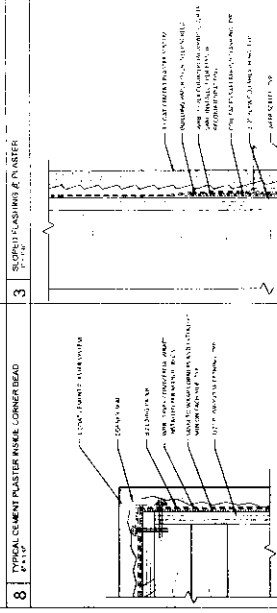
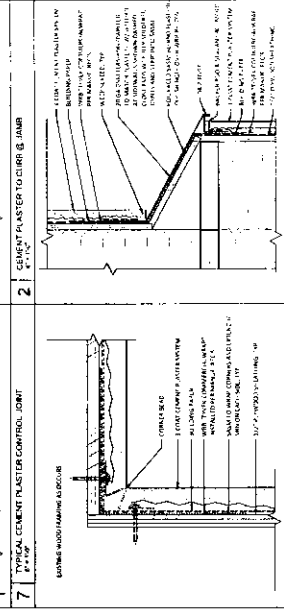
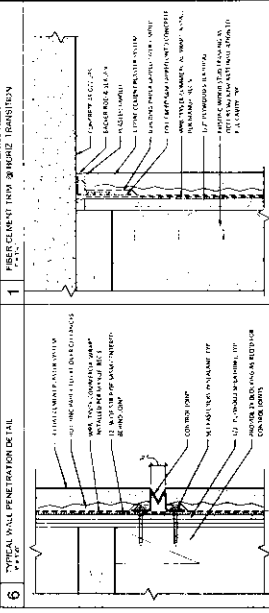
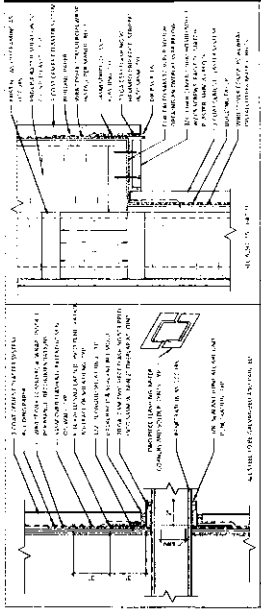
G13

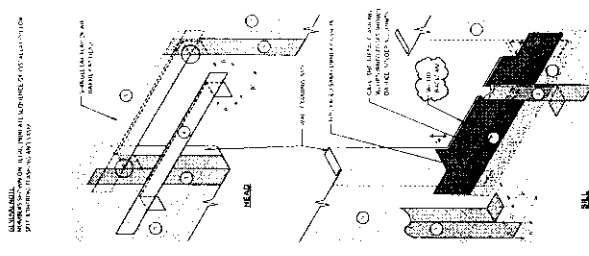


1 WALL SECTION @ CANOPY
1/2" = 1'-0"

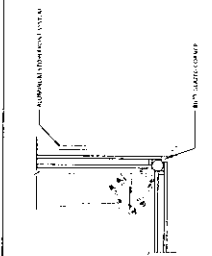
2 WALL SECTION @ TYPICAL PLASTER WALL
1/2" = 1'-0"



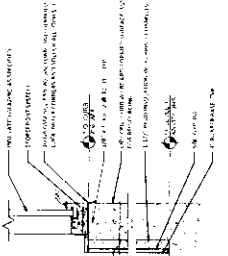




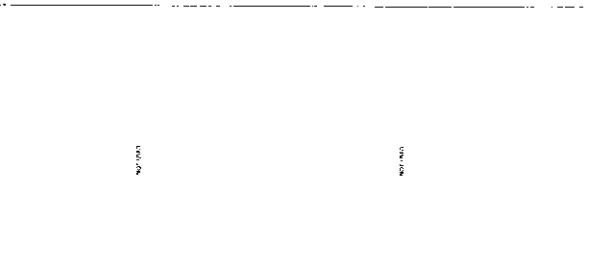
- [illegible]

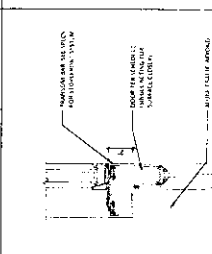


STORFRONT - CORNER - BUTY GLAZING - PLAN

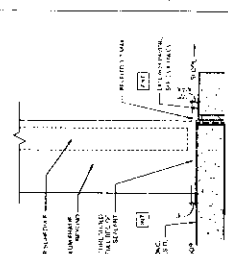


COURT REPORTER'S OFFICE

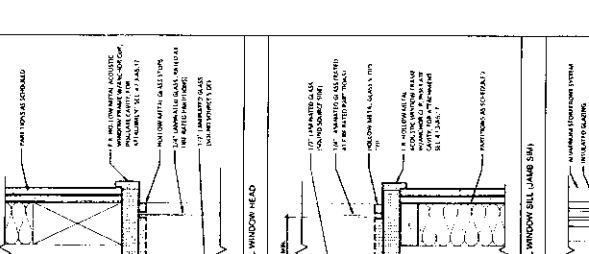




HEAD (R) TRAN SCOM



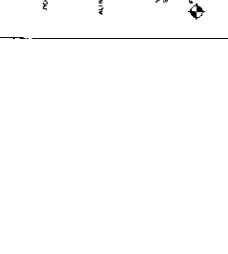
DATE	DESCRIPTION	AMOUNT	BALANCE
	AL STORE FRONT SILL		



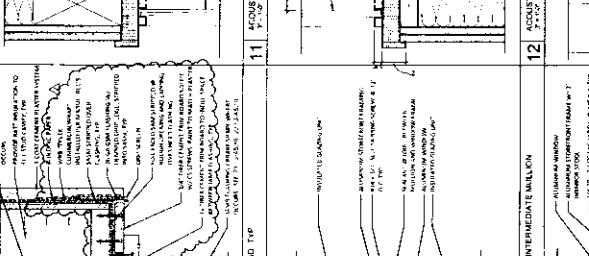
$\frac{1}{2} \pi \leq \theta \leq \frac{3}{2} \pi$



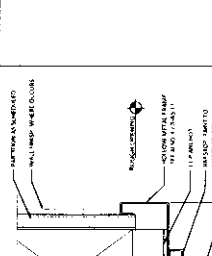
9	5
---	---



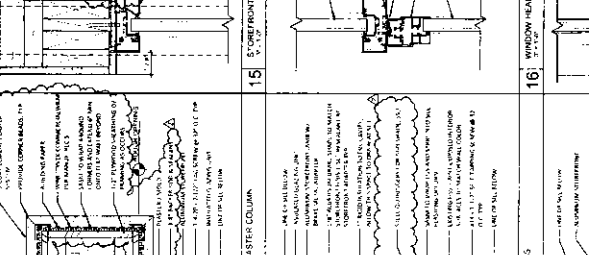
10	10
----	----



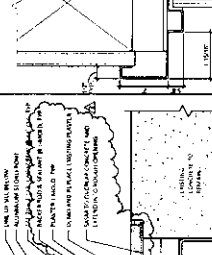
— SUBDIVISION OF THE STATE OF NEW YORK,
COUNTY OF ALBANY.
TOWN OF WEST SARATOGA.



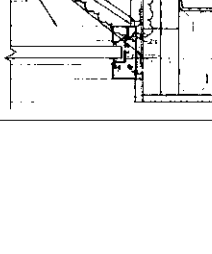
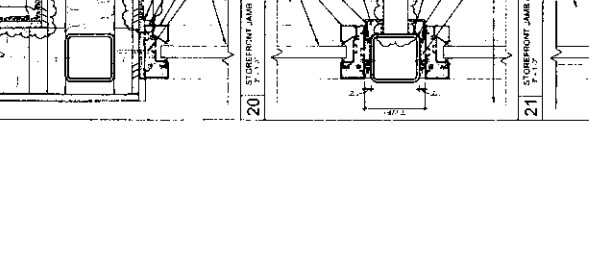
HEAD (JANIS SIM)



— JO GA CUM, JABAN PLAINING PARTS D TO

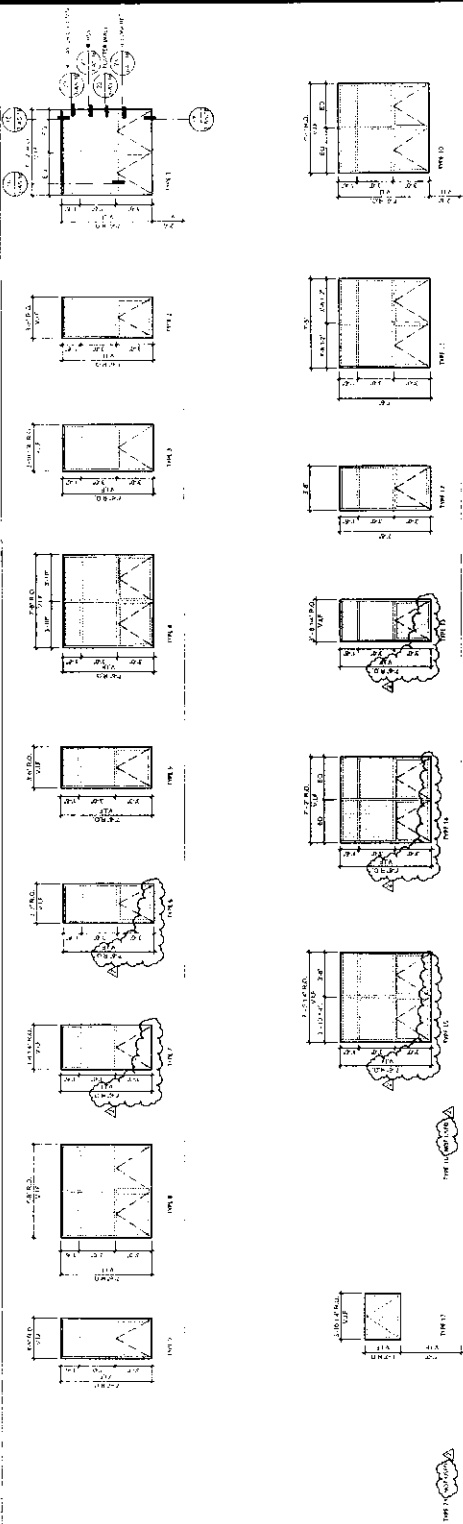


81	18	ADDITIONAL INFORMATION
----	----	------------------------

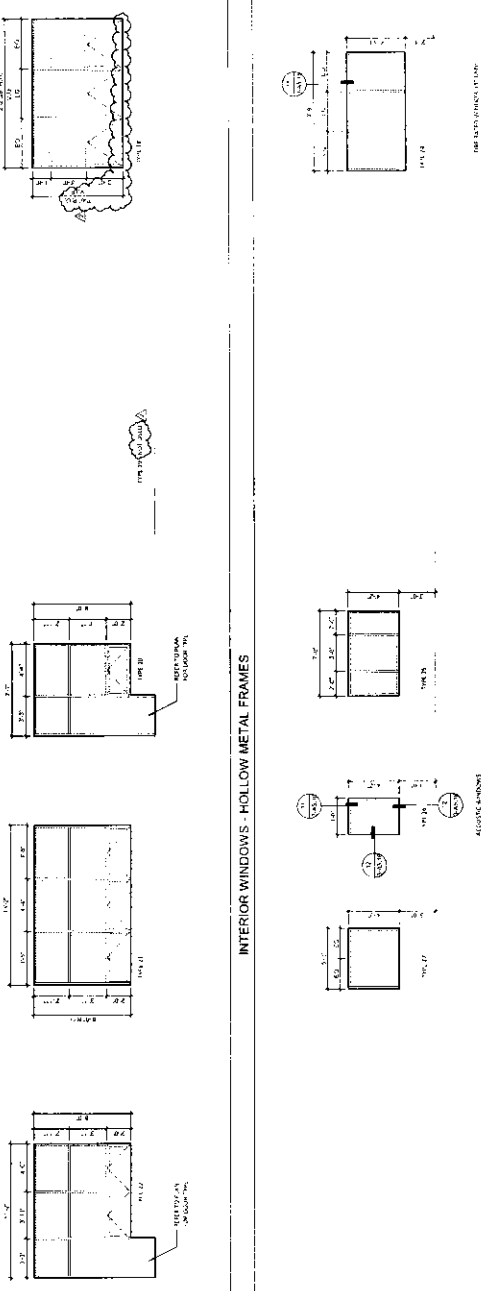


23	STORE FRONT JAMB 7' x 11'
----	------------------------------

EXTERIOR WINDOWS - ALUMINUM STOREFRONT WITH OPERABLES AS SHOWN



INTERIOR WINDOWS - HOLLOW METAL FRAMES





DSA File # 1-H8
DSA Appl. # 01-116833
DSA P.T.N. # 61259 - 377

Date: August 30, 2019

Bulletin 3-006.1

Project: Fremont High School Modernization & New Construction
Increment #3
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

<input type="checkbox"/>	You are authorized to proceed with this work at no increase in price.
<input checked="" type="checkbox"/>	The District has authorized you to proceed with this work.
<input checked="" type="checkbox"/>	Submit your cost for revised work.
<input type="checkbox"/>	Submit your credit for revised work.
<input type="checkbox"/>	You <u>are not</u> authorized to proceed with this work until DSA approval.

DESCRIPTION

Summary: This bulletin includes sheets documenting the direction to replace the plaster on the building, including new and revised details related to waterproofing of the new plaster installation as well as revisions to window sill elevations to create uniformity for all window sills.

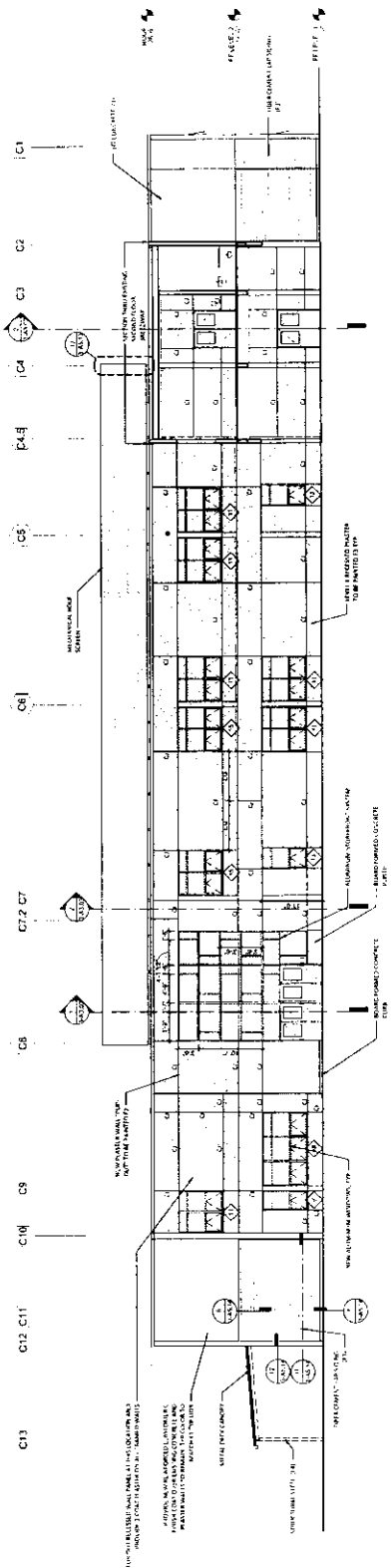
3-006.1 adds Sheet 3-A2.01 and identifies control joints on both elevation sheets. The other sheets are unchanged.

ATTACHMENTS

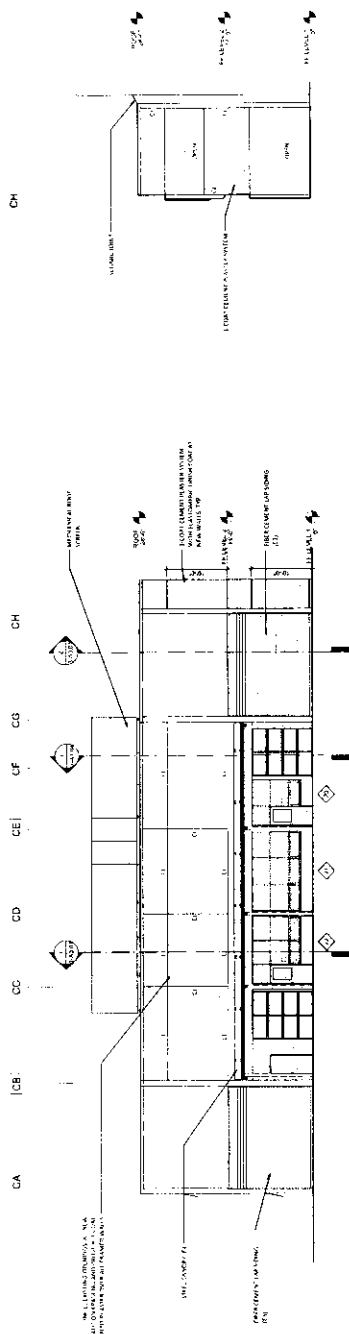
- Sheets 3-A2.01, 3-A2.02

BY: Joel Williams

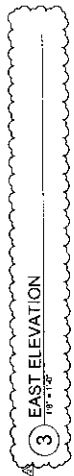
8/30/19

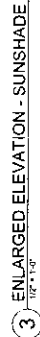
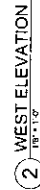


1 NORTH ELEVATION
*10° = 1" \bar{C}



2 EAST ELEVATION
1'-8" x 1'-0"







140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oakland Unified School District	DSA File #: 1 - h8
Project Name/School: Fremont High School Modernization - Increment 3	DSA App. #: 01 - 116833

APPLICANT

CCD Cat. ☒ A / ☐ B, #: 3-001 Date Submitted: 08/27/19 Attached Pages?: ☐ No ☒ Yes (87 pages)

For CCD Cat. B, this is a ☐ voluntary submittal, ☐ DSA required submittal (attach DSA notification requiring submission).

Firm Name: LCA Architects

Contact Name: Joel Williams

Email: jwilliams@lca-architects.com

Phone Number: (925) 944-2743

Address: 590 Ygnacio Valley Road, Suite 310

City: Walnut Creek

State: CA

Zip: 94596

☐ A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.

☒ For project currently under construction.

☐ To obtain DSA approval of existing uncertified building(s).

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Carl Campos

Professional License #: C-10482

Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: 

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

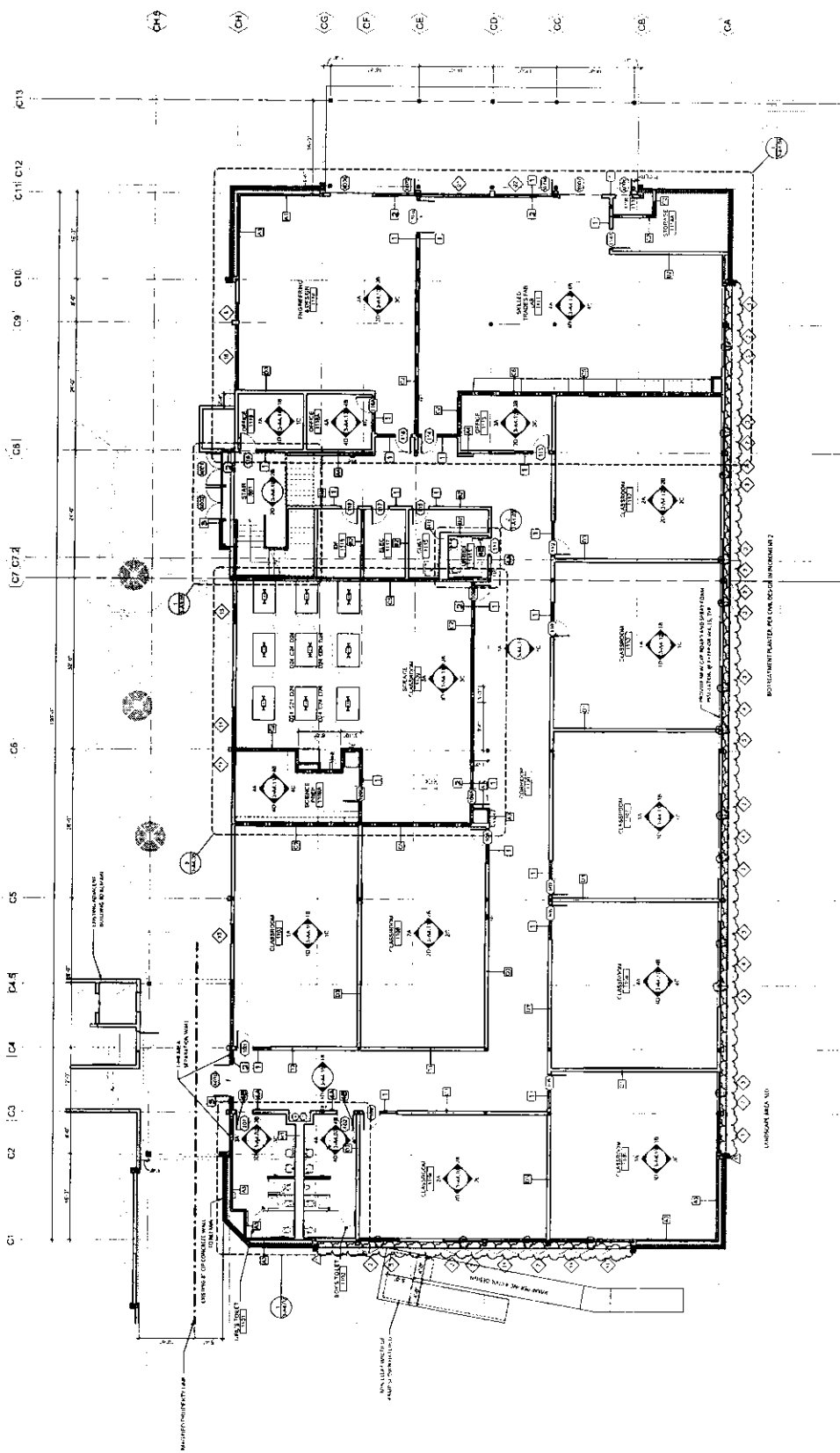
CHECK THIS BOX: ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):

New steel outrigger frames to support perforated aluminum sunshades in place of existing steel mesh shades. Architectural and structural drawings and calcs are included for a coordinated package.

List of DSA approved drawings affected by this CCD: 3-A1.01, 3-A1.04, 3-A2.02, 3-A5.14, 3-S3.4, 3-S5.3, 3-S7.1, 3-S8.4

DSA USE ONLY		For business office use only	DSA Stamp
SSS _____ Date _____	Approved / Disapproved / Not Req'd	Date Sent _____	09/06/2019 (Route: KG -> JRL)
FLS AW Date 8/29/19	Approved / Disapproved / Not Req'd	Return By _____	APPROVED
ACS <u>KG</u> Date 09/06/19	Approved / Disapproved / Not Req'd	Delivery Method _____	DIV OF THE STATE ARCHITECT
Remarks _____			AC KG FLS AW SS <u>JK</u>
			APPL NO. 01-116833 DATE 09/06/2019



1 FLOOR PLAN - LEVEL 1
1/8" = 1'-0"

FLOOR PLAN NOTES

- [illegible]

LEGEND

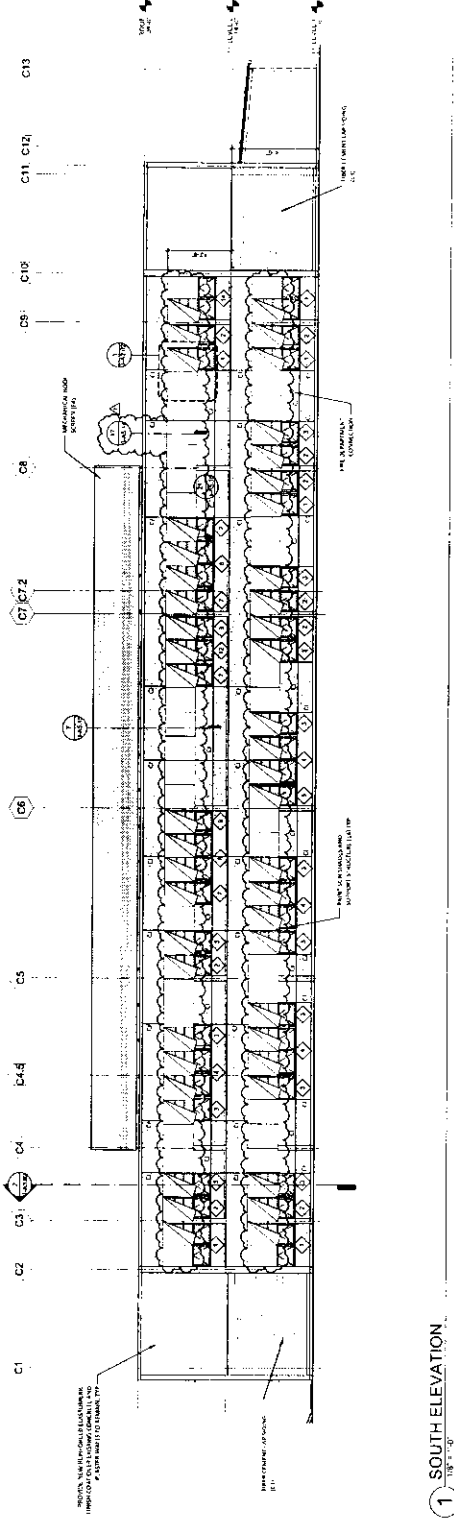
13) Indicate whether each of the following is true or false. _____



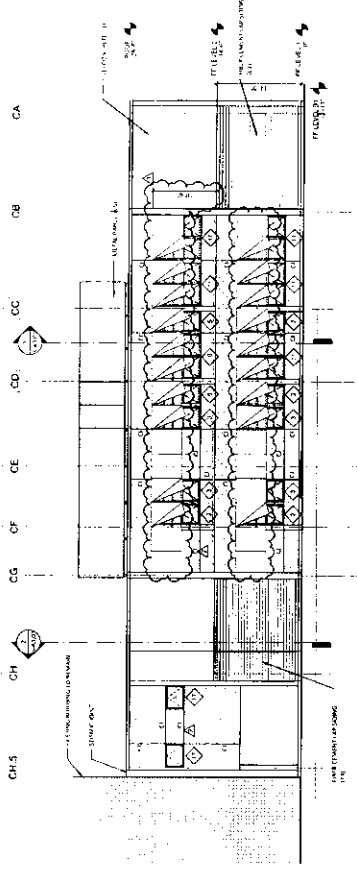
LEGEND

- | | | | |
|---|---|----|---|
| 1 | KEEP THE FOLLOWING INFORMATION TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 10 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |
| 2 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 11 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |
| 3 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 12 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |
| 4 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 13 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |
| 5 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 14 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |
| 6 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 15 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |
| 7 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 16 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |
| 8 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 17 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |
| 9 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. | 18 | THE FOLLOWING INFORMATION IS TOP SECRET UNTIL THE DATE OF RELEASE OF THIS REPORT. |

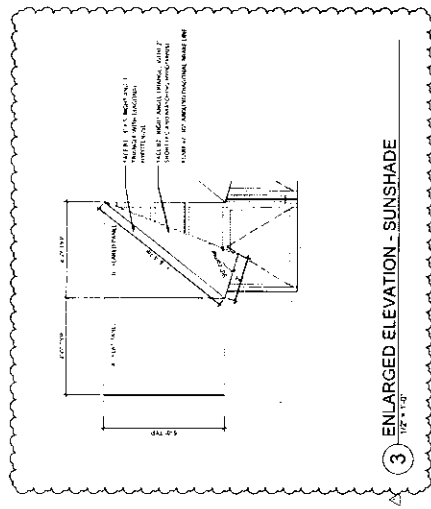
3-A1.04



1 SOUTH ELEVATION
1/8" = 1'-0"

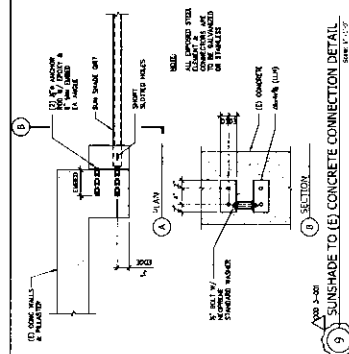


2 WEST ELEVATION
1/8" = 1'-0"

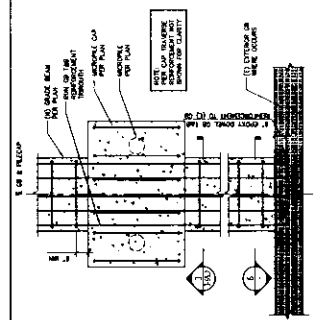


3 ENLARGED ELEVATION - SUNSHADE
1/2" = 1'-0"

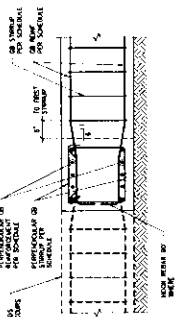




SUNSHADE TO (E) CONCRETE CONNECTION DETAIL



5 GRADE BEAM THRU MICROPILE CAP DETAIL

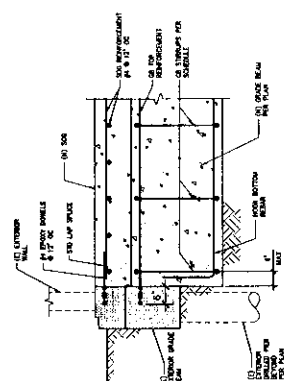


1 CROSSING GRADE BEAM REINFORCING

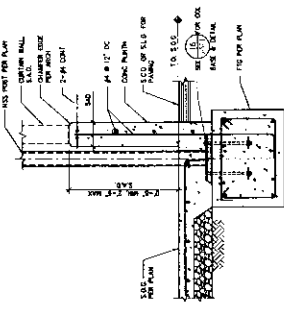
[illegible]

MECHANICAL COUPLERS TO BE TYPICALLY BY HANDED MECHANISMS CORP. (HMC)
MECHANICAL COUPLERS ARE TO BE USED ONLY WHERE SPECIFICALLY NOTED ON DRAWINGS
PROVIDE BAR END PROTECTION TO PREVENT CONTACT WITH ROTATING PARTS
EYES MUST BE DAMAGED BY INSTALLATION TORQUE. SEE REPORT SHALL, SECTION 4.14, # 2.59
MECHANICAL COUPLER SHALL COMPLY WITH 1994-1994. ANY DIFFERENCE BETWEEN DETAIL # 2.59
REPORT IN DAMAGED BY INSTALLATION TORQUE. SEE REPORT SHALL, SECTION 4.14, # 2.59

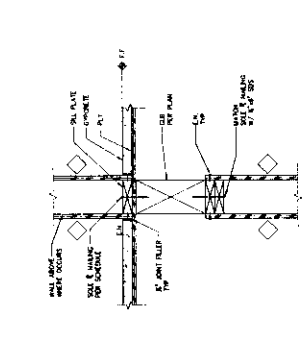
2 HRC MECHANICAL COUPLER



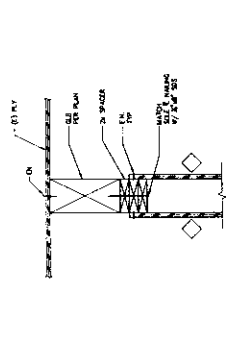
6 (N) GRADE BEAM TO (E) EXTERIOR GRADE BEAM



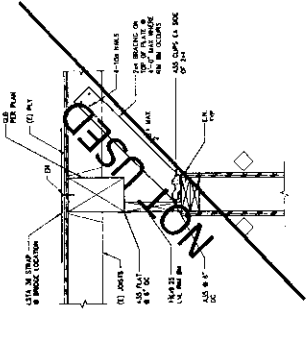
3 CONCRETE PLINTH AND HSS



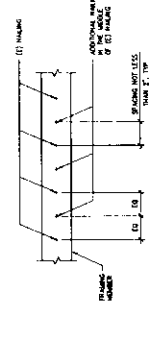
1 TOP PLATE NAILING FOR SHEAR WALL



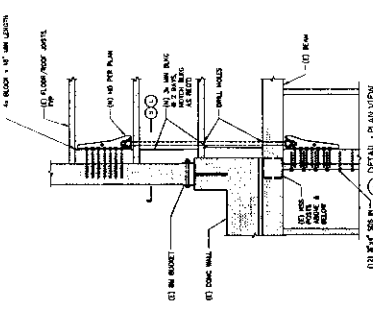
2 TOP PLATE NAILING FOR SHEAR WALL W/ SPACER



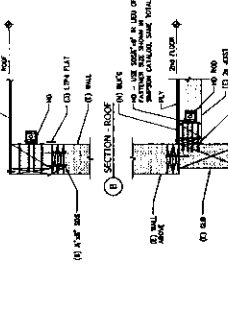
3 TOP PLATE NAILING FOR SHEAR WALL W/ RIM BEAM



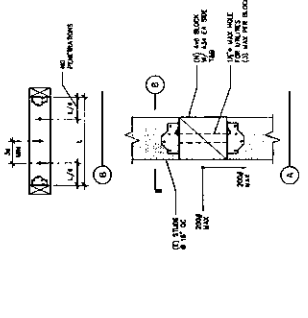
4 (N) PLYWOOD NAILING DETAIL



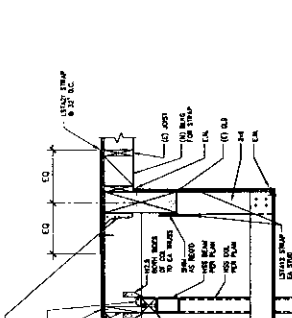
5 CONCRETE WALL ANCHORAGE DETAIL - JOIST PARALLEL TO WALL



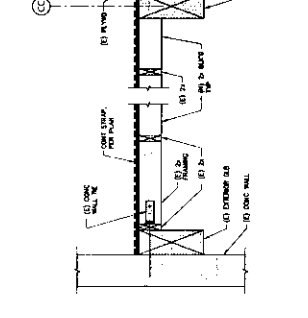
6 WALK WAY TIE BACK DETAIL



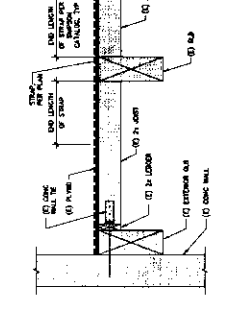
7 NEW BLOCKING AT WALL



8 NORTH ENTRANCE ROOF POP-OUT



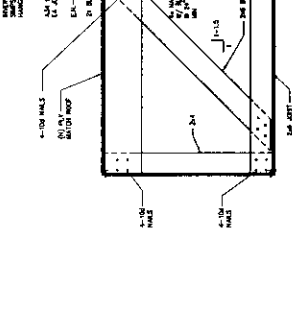
9 CONCRETE WALL ANCHORAGE DETAIL - JOIST PERPENDICULAR TO WALL



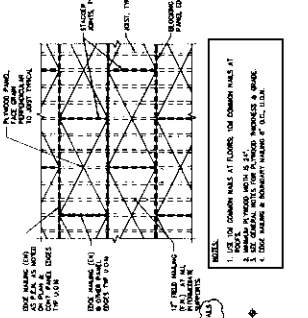
10 SECTION - 700 FLOOR



11 SECTION - 700 FLOOR



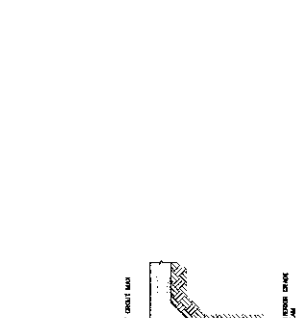
12 SECTION - 700 FLOOR



13 PLYWOOD SHEATHING AT ROOF AND FLOORS



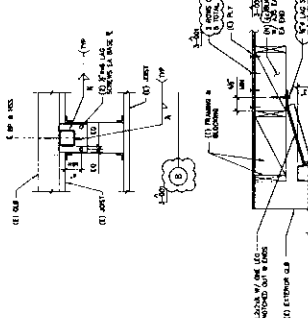
14 SECTION - 700 FLOOR



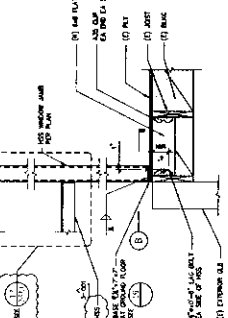
15 SECTION - 700 FLOOR



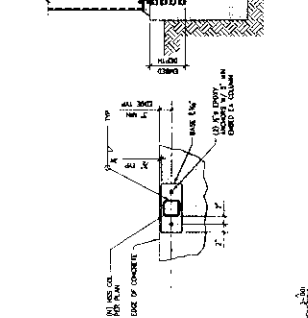
16 SECTION - 700 FLOOR



17 SUN SHADE ATTACHMENT DETAIL



18 SUN SHADE COLUMN ANCHORAGE



19 SECTION - 700 FLOOR

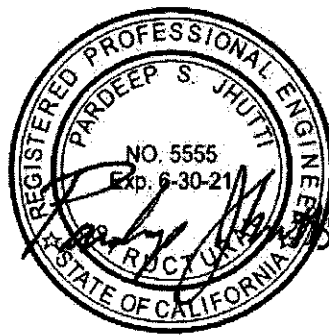


20 SECTION - 700 FLOOR

Structural Calculations
CCD 3-001

*Fremont High School Increment 3
Supplemental Calculations*

4610 Foothill Blvd
Oakland, CA 94601



For
LCA Architects
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

By
KPW Structural Engineers, Inc.
55 Harrison Street, Suite 550
Oakland, CA 94607

KPW

STRUCTURAL ENGINEERS, INC.

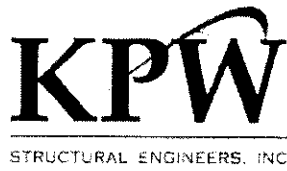
Date: 8/16/19
KPW Project: 16C234



Fremont High School Building B: Classroom Building
KPW Project No. 16C234

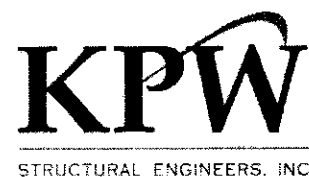
TABLE OF CONTENTS

Design Narrative	2
Sunshade Demands	4
(N) Sunshade Framing Design	15
(E) HSS Column Check	34
Connection Design	42



Fremont High School Building B: Classroom Building
KPW Project No. 16C234

A.1 Design Narrative



Fremont High School – Building B: Classroom Building
KPW Project No. 16C234
Structural Design Narrative

PROJECT DESCRIPTION

This calculation package includes the structural framing and connection design of HSS steel members and a structural check of existing HSS steel members for an architectural sunshade located on the southern and western building B elevations between the first floor and roof.

DESIGN PROCEDURE

Applicable Codes

2016 California Building Code
AISC Steel Manual, 14th Edition
ASCE 7-10
AWC NDS 2018

MATERIALS FOR NEW CONSTRUCTION/RETROFIT

Structural Steel:

Angles:	ASTM A36, U.O.N.
Plates:	ASTM A36 typical; A572, Grade 50 where noted
HSS Rectangular:	ASTM A500, Grade B
Machine Bolts:	ASTM A307, Grade A
High Strength Bolts:	ASTM A325N

Wood:

Beams, Posts: DF No.1
Studs: DF No.1
Plates, Blocking: DF No.1



Fremont High School Building B: Classroom Building
KPW Project No. 16C234

B.1 Sunshade Demands

For reference only, from original permit set, page A.3.1.



55 Harrison Street, Suite 550
Oakland, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT	OUSD Fremont HS		
JOB NO.	16C234		
BY	LLD	DATE	6/20/2018
SHEET NO.	OF		

Design Criteria - Flat Load Table

Roof Loads

Description	Beams	Girders	Column	Lateral	Comments
Roofing	5.0	5.0	5.0	5.0	
1/2" plywood	2.5	2.5	2.5	2.5	
Insulation	1.0	1.0	1.0	1.0	
Ceiling	3.0	3.0	3.0	3.0	
2x10 joists	4.0	4.0	4.0	4.0	2x10 @ 12" oc
Partitions	-	-	-	5.0	
Girder Self Weight	-	4.0	4.0	4.0	5 1/8" GLB
Column	-	-	0.5	0.5	TS 5x5x3/8
MEP	5.0	5.0	5.0	5.0	Fire sprinklers, etc
Miscellaneous	2.0	2.0	2.0	2.0	
Total DL (psf)	23.0	27.0	27.0	32.0	
Total LL Typical (psf)	20.0	20.0	20.0	-	
Total Load (psf)	43.0	47.0	47.0	32.0	

2nd Floor Loads

Description	Beams	Girders	Column	Lateral	Comments
Flooring	15.0	15.0	15.0	15.0	1.5" LWC
3/4" plywood	3.0	3.0	3.0	3.0	
Ceiling	3.0	3.0	3.0	3.0	
Joists	4.0	4.0	4.0	4.0	2x12 at 16" oc
Girder Self Weight	-	6.0	6.0	6.0	6 3/4" GLB Typ
Column	-	-	1.0	1.0	TS 6x6x3/8
MEP	3.0	3.0	3.0	3.0	Fire sprinklers, etc
Partitions	-	-	-	10.0	
Miscellaneous	2.0	2.0	2.0	2.0	
Total DL (psf)	30.0	36.0	37.0	47.0	
Total LL Typical (psf)	65.0	65.0	65.0	-	Includes 15 psf partition live load
Total Load (psf)	95.0	101.0	102.0	47.0	

(E) Concrete Wall

Description	Gravity	Lateral	Comments
8" Walls	100.0	100.0	3000 psi NW concrete

ASCE 7-10 C+C Wind Loading For Sunshade Structural Steel

WIND LOADING ANALYSIS - Wall Components and Cladding

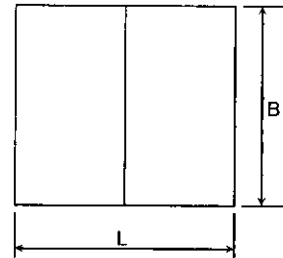
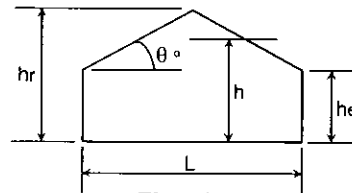
Per ASCE 7-10 Code for Buildings of Any Height

Using Part 1 & 3: Analytical Procedure (Section 30.4 & 30.6)

Job Name:	Fremont HS	Subject:	Sun Shade Design - Framing		
Job Number:	16C234.00	Originator:	AJD	Checker:	

Input Data:

Wind Speed, V =	115	mph (Wind Map, Figure 26.5-1A-C)
Bldg. Classification =	III	(Table 1.5-1 Risk Category)
Exposure Category =	C	(Sect. 26.7)
Ridge Height, hr =	28.50	ft. (hr >= he)
Eave Height, he =	28.50	ft. (he <= hr)
Building Width =	200.00	ft. (Normal to Building Ridge)
Building Length =	100.00	ft. (Parallel to Building Ridge)
Roof Type =	Monoslope	(Gable or Monoslope)
Topo. Factor, Kzt =	1.00	(Sect. 26.8 & Figure 26.8-1)
Direct. Factor, Kd =	0.85	(Table 26.6)
Enclosed? (Y/N)	Y	(Sect. 28.6-1 & Figure 26.11-1)
Hurricane Region?	N	
Component Name =	Wall	(Girt, Siding, Wall, or Fastener)
Effective Area, Ae =	30	ft.^2 (Area Tributary to C&C)

**Plan****Elevation****Resulting Parameters and Coefficients:**

Roof Angle, θ =	0.00	deg.
Mean Roof Ht., h =	28.50	ft. (h = he, for roof angle <= 10 deg.)

Wall External Pressure Coefficients, GCp:

GCp Zone 4 Pos. =	0.82	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 5 Pos. =	0.82	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 4 Neg. =	-0.91	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 5 Neg. =	-1.11	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)

Positive & Negative Internal Pressure Coefficients, GCpi (Figure 26.11-1):

+GCpi Coef. =	0.18	(positive internal pressure)
-GCpi Coef. =	-0.18	(negative internal pressure)

If $z \leq 15$ then: $K_z = 2.01 \cdot (15/zg)^{(2/\alpha)}$, If $z > 15$ then: $K_z = 2.01 \cdot (z/zg)^{(2/\alpha)}$ (Table 30.3-1)

α =	9.50	(Table 26.9-1)
zg =	900	(Table 26.9-1)
Kh =	0.97	(Kh = Kz evaluated at z = h)

Velocity Pressure: $q_z = 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2$ (Sect. 30.3.2, Eq. 30.3-1)

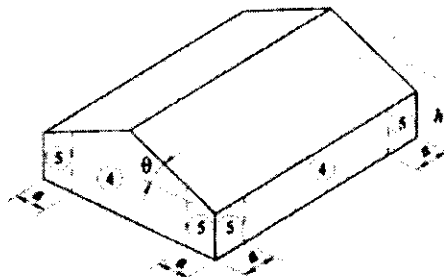
$$q_h = 27.96 \text{ psf} \quad q_h = 0.00256 \cdot K_h \cdot K_{zt} \cdot K_d \cdot V^2 \quad (q_z \text{ evaluated at } z = h)$$

Design Net External Wind Pressures (Sect. 30.4 & 30.6):For $h \leq 60$ ft.: $p = q_h \cdot ((GCp) - (+/-GCpi))$ (psf)For $h > 60$ ft.: $p = q \cdot (GCp) - q_i \cdot (+/-GCpi)$ (psf)where: $q = q_z$ for windward walls, $q = q_h$ for leeward walls and side walls $q_i = q_h$ for all walls (conservatively assumed per Sect. 30.6)

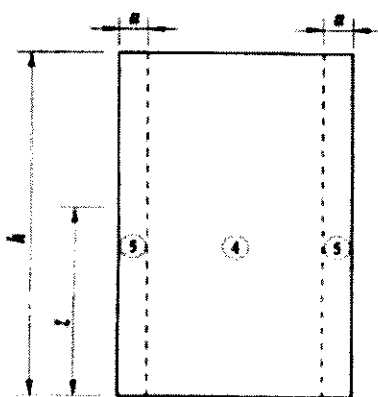
Using zone 4
wind loading

Notes: 1. (+) and (-) signs signify wind pressures acting toward & away from respective surfaces.
2. Width of Zone 5 (end zones), 'a' = 10.00 ft.
3. Per Code Section 30.2.2, the minimum wind load for C&C shall not be less than 16 psf.
4. References : a. ASCE 7-10, "Minimum Design Loads for Buildings and Other Structures".
b. "Guide to the Use of the Wind Load Provisions of ASCE 7-02"
by: Kishor C. Mehta and James M. Delahay (2004).

Wall Components and Cladding:



Wall Zones for Buildings with $h \leq 60$ ft.



WALL ELEVATION

Wall Zones for Buildings with $h > 60$ ft.

ASCE 7-10 C+C Wind Loading For (N) HSS Column and Column Connections

WIND LOADING ANALYSIS - Wall Components and Cladding

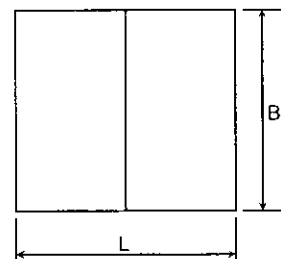
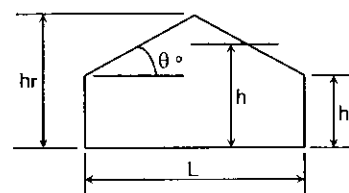
Per ASCE 7-10 Code for Buildings of Any Height

Using Part 1 & 3: Analytical Procedure (Section 30.4 & 30.6)

Job Name:	Fremont HS	Subject:	Sun Shade Design - (N) Column		
Job Number:	16C234.00	Originator:	AJD	Checker:	

Input Data:

Wind Speed, V =	115	mph (Wind Map, Figure 26.5-1A-C)
Bldg. Classification =	III	(Table 1.5-1 Risk Category)
Exposure Category =	C	(Sect. 26.7)
Ridge Height, hr =	28.50	ft. (hr >= he)
Eave Height, he =	28.50	ft. (he <= hr)
Building Width =	200.00	ft. (Normal to Building Ridge)
Building Length =	100.00	ft. (Parallel to Building Ridge)
Roof Type =	Monoslope	(Gable or Monoslope)
Topo. Factor, Kzt =	1.00	(Sect. 26.8 & Figure 26.8-1)
Direct. Factor, Kd =	0.85	(Table 26.6)
Enclosed? (Y/N)	Y	(Sect. 28.6-1 & Figure 26.11-1)
Hurricane Region?	N	
Component Name =	Wall	(Girt, Siding, Wall, or Fastener)
Effective Area, Ae =	130	ft.^2 (Area Tributary to C&C)

**Plan****Elevation****Resulting Parameters and Coefficients:**

Roof Angle, θ =	0.00	deg.
Mean Roof Ht., h =	28.50	ft. (h = he, for roof angle <= 10 deg.)

Wall External Pressure Coefficients, GCp:

GCp Zone 4 Pos. =	0.72	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 5 Pos. =	0.72	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 4 Neg. =	-0.81	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 5 Neg. =	-0.91	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)

Positive & Negative Internal Pressure Coefficients, GCpi (Figure 26.11-1):

+GCpi Coef. =	0.18	(positive internal pressure)
-GCpi Coef. =	-0.18	(negative internal pressure)

If $z \leq 15$ then: $K_z = 2.01 \cdot (15/z_g)^{(2/\alpha)}$, If $z > 15$ then: $K_z = 2.01 \cdot (z/z_g)^{(2/\alpha)}$ (Table 30.3-1)

α =	9.50	(Table 26.9-1)
z_g =	900	(Table 26.9-1)
K_h =	0.97	($K_h = K_z$ evaluated at $z = h$)

Velocity Pressure: $q_z = 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2$ (Sect. 30.3.2, Eq. 30.3-1)

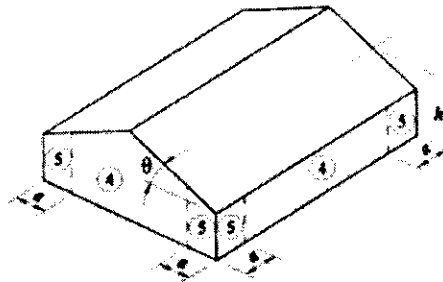
q_h =	27.96	psf	$q_h = 0.00256 \cdot K_h \cdot K_{zt} \cdot K_d \cdot V^2$ (q_z evaluated at $z = h$)
---------	-------	-----	---

Design Net External Wind Pressures (Sect. 30.4 & 30.6):For $h \leq 60$ ft.: $p = q_h \cdot ((GCp) - (+/-GCpi))$ (psf)For $h > 60$ ft.: $p = q \cdot (GCp) - q_i \cdot (+/-GCpi)$ (psf)where: $q = q_z$ for windward walls, $q = q_h$ for leeward walls and side walls $q_i = q_h$ for all walls (conservatively assumed per Sect. 30.6)

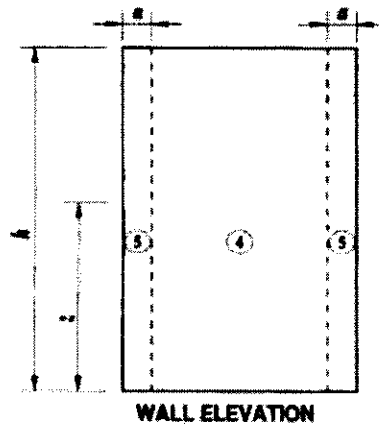
Component	z (ft.)	Kh	qh (psf)	p = Net Design Pressures (psf)			
				Zone 4 (+)	Zone 4 (-)	Zone 5 (+)	Zone 5 (-)
Wall	0	0.97	27.96	25.25	-27.77	25.25	-30.37
	15.00	0.97	27.96	25.25	-27.77	25.25	-30.37
	20.00	0.97	27.96	25.25	-27.77	25.25	-30.37
	25.00	0.97	27.96	25.25	-27.77	25.25	-30.37
	For z = hr: 28.50	0.97	27.96	25.25	-27.77	25.25	-30.37
<div style="border: 1px solid black; padding: 5px; display: inline-block;">Using zone 4 wind loading</div>							
For z = he:	28.50	0.97	27.96	25.25	-27.77	25.25	-30.37
For z = h:	28.50	0.97	27.96	25.25	-27.77	25.25	-30.37

Notes: 1. (+) and (-) signs signify wind pressures acting toward & away from respective surfaces.
2. Width of Zone 5 (end zones), 'a' = 10.00 ft.
3. Per Code Section 30.2.2, the minimum wind load for C&C shall not be less than 16 psf.
4. References : a. ASCE 7-10, "Minimum Design Loads for Buildings and Other Structures".
b. "Guide to the Use of the Wind Load Provisions of ASCE 7-02"
by: Kishor C. Mehta and James M. Delahay (2004).

Wall Components and Cladding:



Wall Zones for Buildings with $h \leq 60$ ft.



WALL ELEVATION

Wall Zones for Buildings with $h > 60$ ft.

ASCE 7-10 C+C Wind Loading For (E) HSS Column

WIND LOADING ANALYSIS - Wall Components and Cladding

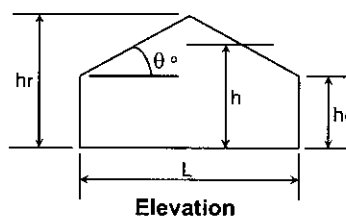
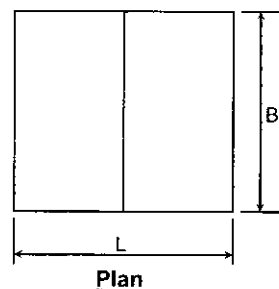
Per ASCE 7-10 Code for Buildings of Any Height

Using Part 1 & 3: Analytical Procedure (Section 30.4 & 30.6)

Job Name:	Fremont HS	Subject:	Sun Shade Design - (E) Column		
Job Number:	16C234.00	Originator:	AJD	Checker:	

Input Data:

Wind Speed, V =	115	mph (Wind Map, Figure 26.5-1A-C)
Bldg. Classification =	III	(Table 1.5-1 Risk Category)
Exposure Category =	C	(Sect. 26.7)
Ridge Height, hr =	28.50	ft. (hr >= he)
Eave Height, he =	28.50	ft. (he <= hr)
Building Width =	200.00	ft. (Normal to Building Ridge)
Building Length =	100.00	ft. (Parallel to Building Ridge)
Roof Type =	Monoslope	(Gable or Monoslope)
Topo. Factor, Kzt =	1.00	(Sect. 26.8 & Figure 26.8-1)
Direct. Factor, Kd =	0.85	(Table 26.6)
Enclosed? (Y/N)	Y	(Sect. 28.6-1 & Figure 26.11-1)
Hurricane Region?	N	
Component Name =	Wall	(Girt, Siding, Wall, or Fastener)
Effective Area, Ae =	104	ft.^2 (Area Tributary to C&C)

**Resulting Parameters and Coefficients:**

Roof Angle, θ =	0.00	deg.
Mean Roof Ht., h =	28.50	ft. (h = he, for roof angle <= 10 deg.)

Wall External Pressure Coefficients, GCp:

GCp Zone 4 Pos. =	0.74	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 5 Pos. =	0.74	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 4 Neg. =	-0.83	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)
GCp Zone 5 Neg. =	-0.94	(Fig. 30.4-1, GCp is reduced by 10% for roof angle <= 10 deg.)

Positive & Negative Internal Pressure Coefficients, GCpi (Figure 26.11-1):

+GCpi Coef. =	0.18	(positive internal pressure)
-GCpi Coef. =	-0.18	(negative internal pressure)

If $z \leq 15$ then: $K_z = 2.01 \cdot (15/z_g)^{(2/\alpha)}$, If $z > 15$ then: $K_z = 2.01 \cdot (z/z_g)^{(2/\alpha)}$ (Table 30.3-1)

α =	9.50	(Table 26.9-1)
z_g =	900	(Table 26.9-1)
K_h =	0.97	($K_h = K_z$ evaluated at $z = h$)

Velocity Pressure: $q_z = 0.00256 \cdot K_z \cdot K_{zt} \cdot K_d \cdot V^2$ (Sect. 30.3.2, Eq. 30.3-1)

q_h =	27.96	psf	$q_h = 0.00256 \cdot K_h \cdot K_{zt} \cdot K_d \cdot V^2$ (q_z evaluated at $z = h$)
---------	-------	-----	---

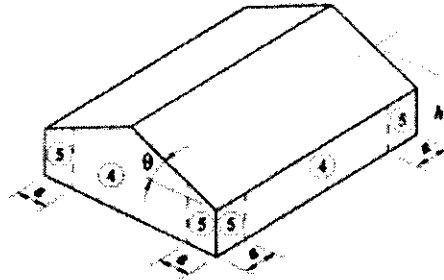
Design Net External Wind Pressures (Sect. 30.4 & 30.6):

For $h \leq 60$ ft.: $p = q_h \cdot (GC_p - (+/-GC_{pi}))$ (psf)For $h > 60$ ft.: $p = q \cdot (GC_p - q_i \cdot (+/-GC_{pi}))$ (psf)where: $q = q_z$ for windward walls, $q = q_h$ for leeward walls and side walls $q_i = q_h$ for all walls (conservatively assumed per Sect. 30.6)

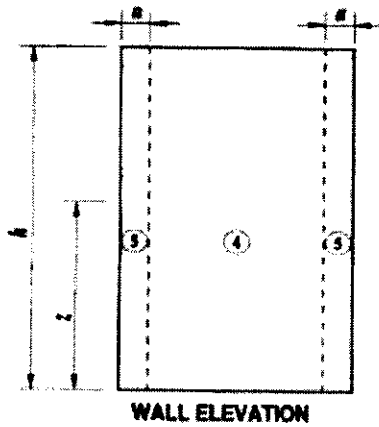
Using zone 4
wind loading

Notes: 1. (+) and (-) signs signify wind pressures acting toward & away from respective surfaces.
2. Width of Zone 5 (end zones), 'a' = 10.00 ft.
3. Per Code Section 30.2.2, the minimum wind load for C&C shall not be less than 16 psf.
4. References : a. ASCE 7-10, "Minimum Design Loads for Buildings and Other Structures".
b. "Guide to the Use of the Wind Load Provisions of ASCE 7-02"
by: Kishor C. Mehta and James M. Delahay (2004).

Wall Components and Cladding:



Wall Zones for Buildings with $h \leq 60$ ft.

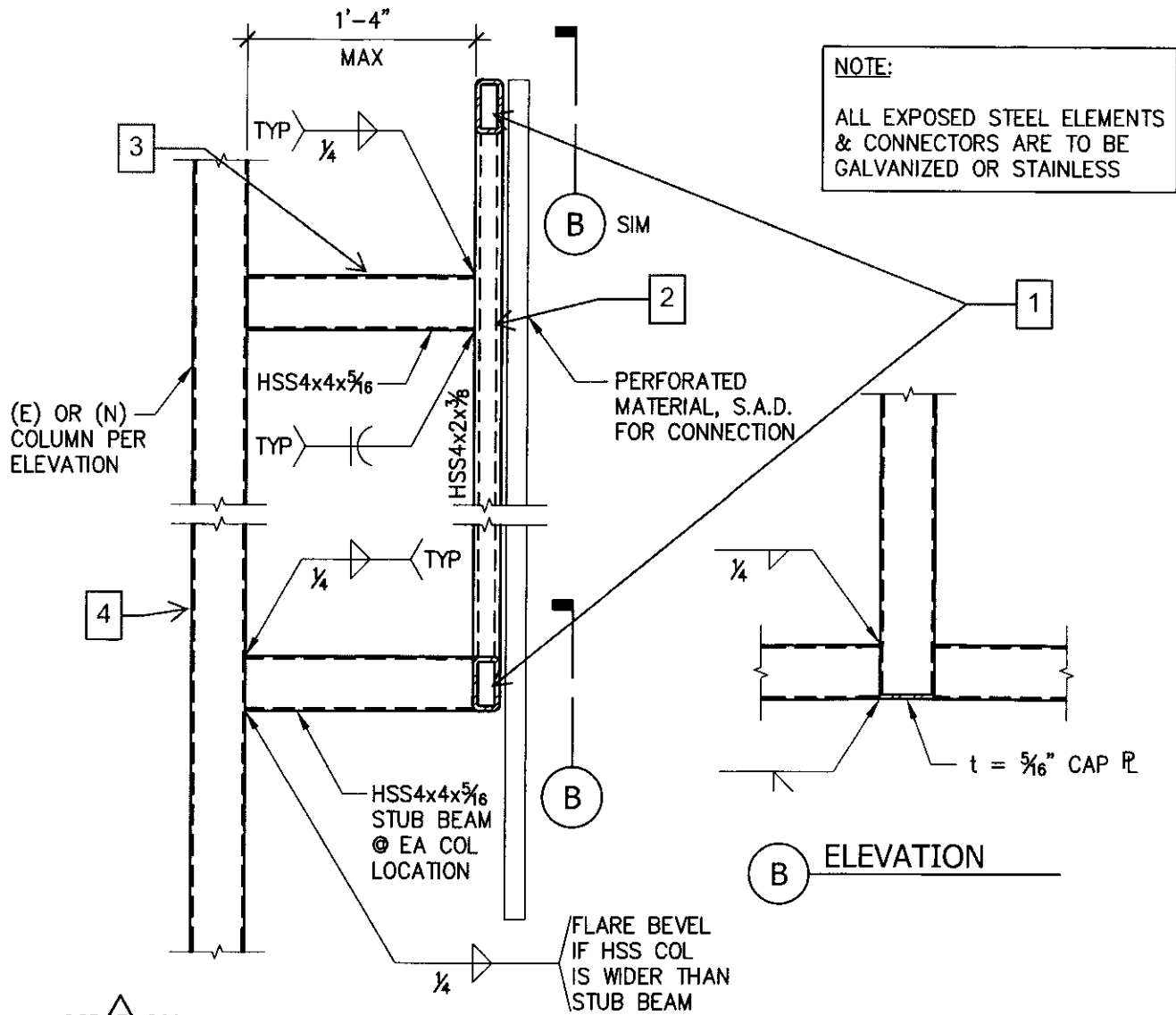


Wall Zones for Buildings with $h > 60$ ft.



Fremont High School Building B: Classroom Building
KPW Project No. 16C234

C.1 (N) Sunshade Framing Design



CCD 3-001

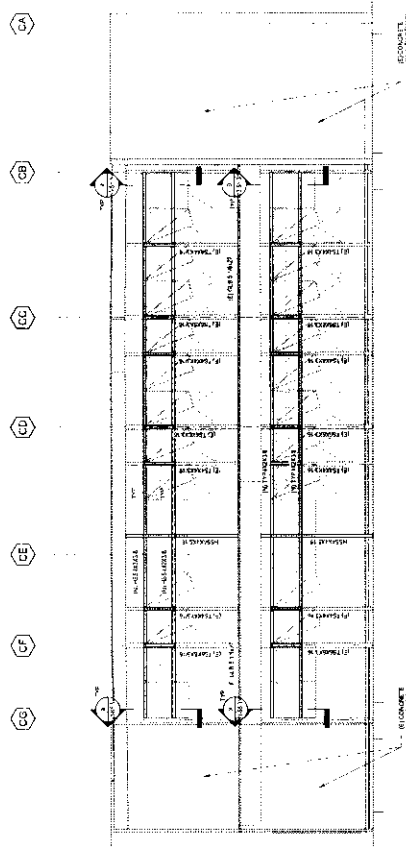
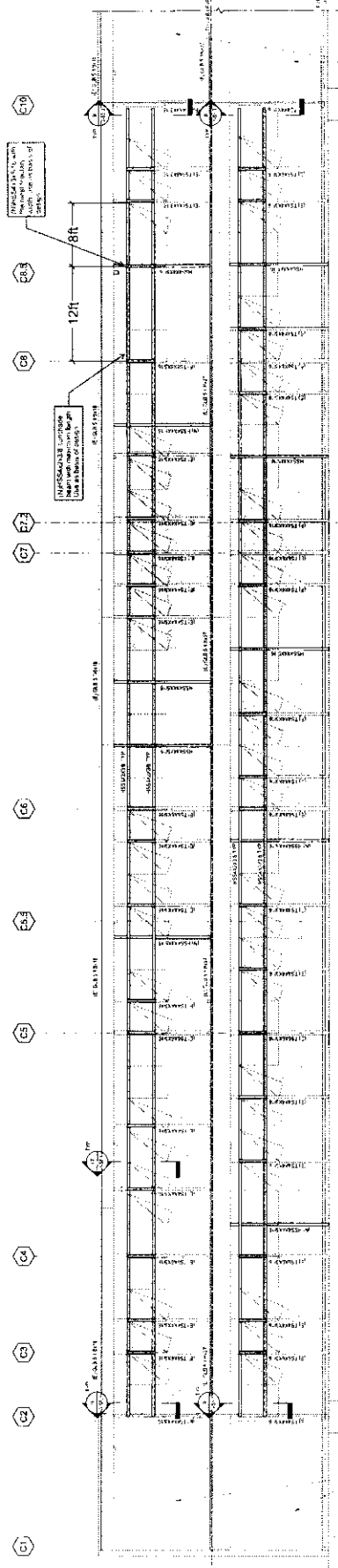
17

SUNSHADE FRAMING

From 3-S7.1

Scale: NTS

1 SOUTH ELEVATION - SUNSHADE



3 WEST ELEVATION - SUNSHADE FRAMING

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

① (N) Sunshade Beam Design - HSS 4x2x3/8

$$L_{max} = 12' \text{ (from 3-S3.4)}$$

$$\text{Height of wall tributary to beam} = 2.5 \text{ ft}$$

$$\text{Wind Pressure (from B.1)} = +28.08 \text{ psf} - 36.03 \text{ psf}$$

Distributed load along column length Max

$$= 36.03 \text{ psf} \times 2.5 \text{ ft} = 90 \text{ plf (W)}$$

SDL From Sunshade (from B.1)

$$= 2.5' \times 5 \text{ psf} = 12.5 \text{ plf (D)}$$

- See attache from Enercalc

(N) HSS 4x2x3/8 Sunshade Beam (L=12')

On

Perforated aluminum panels weight
about 3psf, conservative assumption

Steel Beam

File = F:\PROJECTS\116C000-116C234-1\Design\CALCUL-1\Enercalc\16C234_Building B.ec6

Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x2x3/8 Sunshade Beam LRFD Design

CODE REFERENCES

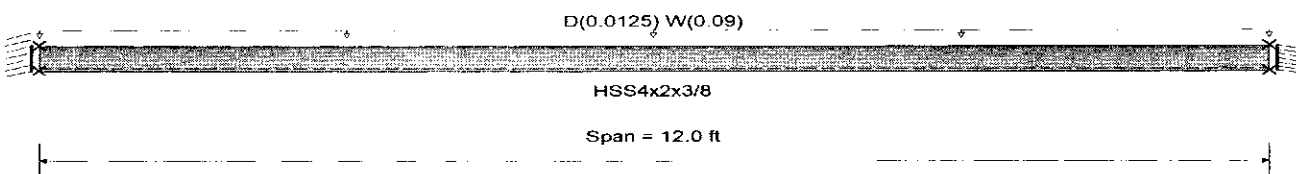
Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10

Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Load Resistance Factor Design
Beam Bracing : Completely Unbraced
Bending Axis : Minor Axis Bending

Fy : Steel Yield : 46.0 ksi
E : Modulus : 29,000.0 ksi



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loading

Uniform Load : D = 0.01250, W = 0.090 k/ft, Tributary Width = 1.0 ft, (Wind and Self-Weight)

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =

0.180 : 1

Maximum Shear Stress Ratio =

0.043 : 1

Section used for this span

HSS4x2x3/8

Section used for this span

HSS4x2x3/8

Mu : Applied

1.435 k-ft

Vu : Applied

0.7176 k

Mn * Phi : Allowable

7.970 k-ft

Vn * Phi : Allowable

16.523 k

Load Combination

+1.20D+0.50Lr+L+W+1.60H

Load Combination

+1.20D+0.50Lr+L+W+1.60H

Location of maximum on span

0.000 ft

Location of maximum on span

0.000 ft

Span # where maximum occurs

Span # 1

Span # where maximum occurs

Span # 1

Maximum Deflection

Max Downward Transient Deflection

0.068 in

Ratio = 2,131 >=240

Max Upward Transient Deflection

0.000 in

Ratio = 0 <240

Max Downward Total Deflection

0.112 in

Ratio = 1290 >=240

Max Upward Total Deflection

0.000 in

Ratio = 0 <240

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios		Summary of Moment Values						Summary of Shear Values			
Segment Length	Span #	M	V	max Mu +	max Mu -	Mu Max	Mny	Phi*Mny	Cb	Rm	VuMax	Vny	Phi*Vny
+1.40D+1.60H Dsgn. L = 12.00 ft	1	0.052	0.013	0.21	-0.41	0.41	8.86	7.97	2.38	1.00	0.21	18.36	16.52
+1.20D+0.50Lr+1.60L+1.60H Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+1.20D+1.60L+0.50S+1.60H Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+1.20D+1.60Lr+L+1.60H Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+1.20D+1.60Lr+0.50W+1.60H Dsgn. L = 12.00 ft	1	0.112	0.027	0.45	-0.90	0.90	8.86	7.97	2.38	1.00	0.45	18.36	16.52
+1.20D+L+1.60S+1.60H Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+1.20D+1.60S+0.50W+1.60H Dsgn. L = 12.00 ft	1	0.112	0.027	0.45	-0.90	0.90	8.86	7.97	2.38	1.00	0.45	18.36	16.52
+1.20D+0.50Lr+L+W+1.60H Dsgn. L = 12.00 ft	1	0.180	0.043	0.72	-1.44	1.44	8.86	7.97	2.38	1.00	0.72	18.36	16.52
+1.20D+L+0.50S+W+1.60H Dsgn. L = 12.00 ft	1	0.180	0.043	0.72	-1.44	1.44	8.86	7.97	2.38	1.00	0.72	18.36	16.52
+0.90D+W+1.60H Dsgn. L = 12.00 ft	1	0.169	0.041	0.67	-1.35	1.35	8.86	7.97	2.38	1.00	0.67	18.36	16.52
+1.20D+L+0.20S+E+1.90H Dsgn. L = 12.00 ft	1	0.045	0.011	0.18	-0.36	0.36	8.86	7.97	2.38	1.00	0.18	18.36	16.52
+0.90D+E+0.90H Dsgn. L = 12.00 ft	1	0.033	0.008	0.13	-0.27	0.27	8.86	7.97	2.38	1.00	0.13	18.36	16.52

Project Title:
 Engineer:
 Project ID:
 Project Descr:

20

Steel Beam

File = F:\PROJEC-1\16C000-1\16C234-1\Design\CALCUL-1\Enercalc\16C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30
 KPW STRUCTURAL ENGINEERING, INC.

Lic. # : KW-06007825

DESCRIPTION: (N) HSS 4x2x3/8 Sunshade Beam LRFD Design

Overall Maximum Deflections

Load Combination	Span	Max. "+" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+0.750S+0.420W+H	1	0.1117	6.034		0.0000	0.000

Vertical Reactions

Load Combination	Support 1	Support 2	Support notation : Far left is #1
Overall MAXimum	0.540	0.540	
Overall MINimum	0.089	0.089	
+D+H	0.148	0.148	
+D+L+H	0.148	0.148	
+D+Lr+H	0.148	0.148	
+D+S+H	0.148	0.148	
+D+0.750Lr+0.750L+H	0.148	0.148	
+D+0.750L+0.750S+H	0.148	0.148	
+D+0.60W+H	0.472	0.472	
+D+0.750Lr+0.450W+H	0.391	0.391	
+D+0.750S+0.450W+H	0.391	0.391	
+0.60D+0.60W+0.60H	0.413	0.413	
+D+0.70E+0.60H	0.148	0.148	
+D+0.750L+0.750S+0.5250E+H	0.148	0.148	
+0.60D+0.70E+H	0.089	0.089	
D Only	0.148	0.148	
Lr Only			
L Only			
S Only			
W Only	0.540	0.540	
E Only			
H Only			

Values in KIPS

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

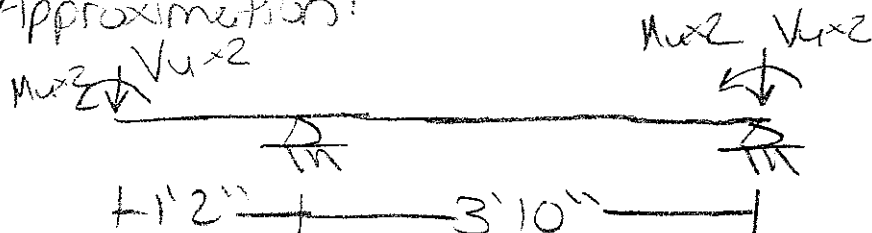
DATE _____

SHEET NO. _____

OF _____

② (N) Sunshade Jamb Design HSS 4x2x3/8

Approximations:

- V_u , M_u from ① (N) Sunshade Beam

$$M_u = 1.44 \text{ k}\cdot\text{ft}$$

$$V_u = 0.72 \text{ k}$$

Conservative loading
(using 12ft length beams
on each side, actual is
12ft beam and 8ft beam)

- Loads are already factored, enter in envelope as wind loading so it is not refactored (1.0xw for all load combinations)

- See attached from Envelope

(N) HSS 4x2x3/8 Sunshade Jamb Ok

Steel Beam

File = F:\PROJECTS\16C000-1\16C234-1\Design\CALCUL-1\Enercalc\16C234_Building B.ec5
Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30
KPW STRUCTURAL ENGINEERING, INC.

Lic. # : KW-06007825

DESCRIPTION: (N) HSS 4x2x3/8 Sunshade Jamb LRFD Design

CODE REFERENCES

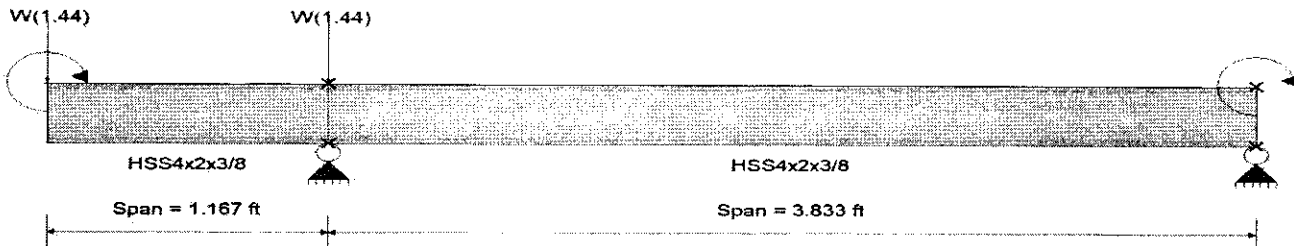
Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10

Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Load Resistance Factor Design
Beam Bracing : Completely Unbraced
Bending Axis : Minor Axis Bending

Fy : Steel Yield : 46.0 ksi
E: Modulus : 29,000.0 ksi



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight NOT internally calculated and added

Load(s) for Span Number 1

Point Load : $W = 1.440 \text{ k @ } 0.0 \text{ ft}$

Moment : $W = -2.880$ k-ft, $Loc = 0.0$ ft in span

Load(s) for Span Number 2

Point Load : $W = 1.440 \text{ k @ } 0.0 \text{ ft}$

Moment : $W = -2.880$ k-ft, $Loc = 3.833$ ft in span

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =	0.572 : 1
Section used for this span	HSS4x2x3/8
Mu : Applied	4.560 k-ft
Mn * Phi : Allowable	7.970 k-ft

Maximum Shear Stress Ratio =	0.117 : 1
Section used for this span	HSS4x2x3/8
Vu : Applied	1,941 k
Vn * Phi : Allowable	16.523 k

Load Combination	+1.20D+0.50Lr+L+W+1.60H
Location of maximum on span	1.167ft
Span # where maximum occurs	Span # 1

Load Combination	+1.20D+0.50Lr+L+W+1.60H
Location of maximum on span	1.167 ft
Span # where maximum occurs	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.103 in	Ratio =	272 >=240
Max Upward Transient Deflection	-0.029 in	Ratio =	1,581 >=240
Max Downward Total Deflection	0.103 in	Ratio =	273 >=240
Max Upward Total Deflection	-0.029 in	Ratio =	1582 >=240

Maximum Forces & Stresses for Load Combinations

[illegible]

Steel Beam

File = F:\PROJECT-1\16C000-1\16C234-1\Design\CALCUL-1\Enercalc\16C234_Building B.ec6 .

Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30 .

Lic. # : KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x2x3/8 Sunshade Jamb LRFD Design

Load Combination			Max Stress Ratios		Summary of Moment Values						Summary of Shear Values			
	Segment Length	Span #	M	V	max Mu +	max Mu -	Mu Max	Mnx	Phi*Mnx	Cb	Rm	VuMax	Vnx	Phi*Vnx
Dsgn. L = 1.17 ft	1	0.286	0.059	-0.00	-2.28	2.28	8.86	7.97	1.00	1.00		0.97	18.36	16.52
Dsgn. L = 3.83 ft	2	0.286	0.059	1.43	-2.28	2.28	8.86	7.97	2.20	1.00		0.97	18.36	16.52
+1.20D+L+1.60S+1.60H														
Dsgn. L = 1.17 ft	1		0.000				8.86	7.97	1.00	1.00		-0.00	18.36	16.52
Dsgn. L = 3.83 ft	2		0.000				8.86	7.97	1.00	1.00		-0.00	18.36	16.52
+1.20D+1.60S+0.50W+1.60H														
Dsgn. L = 1.17 ft	1	0.286	0.059	-0.00	-2.28	2.28	8.86	7.97	1.00	1.00		0.97	18.36	16.52
Dsgn. L = 3.83 ft	2	0.286	0.059	1.43	-2.28	2.28	8.86	7.97	2.20	1.00		0.97	18.36	16.52
+1.20D+0.50Lr+L+W+1.60H														
Dsgn. L = 1.17 ft	1	0.572	0.117	-0.00	-4.56	4.56	8.86	7.97	1.00	1.00		1.94	18.36	16.52
Dsgn. L = 3.83 ft	2	0.572	0.117	2.85	-4.56	4.56	8.86	7.97	2.20	1.00		1.94	18.36	16.52
+1.20D+L+0.50S+W+1.60H														
Dsgn. L = 1.17 ft	1	0.572	0.117	-0.00	-4.56	4.56	8.86	7.97	1.00	1.00		1.94	18.36	16.52
Dsgn. L = 3.83 ft	2	0.572	0.117	2.85	-4.56	4.56	8.86	7.97	2.20	1.00		1.94	18.36	16.52
+0.90D+W+1.60H														
Dsgn. L = 1.17 ft	1	0.572	0.117	-0.00	-4.56	4.56	8.86	7.97	1.00	1.00		1.94	18.36	16.52
Dsgn. L = 3.83 ft	2	0.572	0.117	2.85	-4.56	4.56	8.86	7.97	2.20	1.00		1.94	18.36	16.52
+1.20D+L+0.20S+E+1.90H														
Dsgn. L = 1.17 ft	1		0.000				8.86	7.97	1.00	1.00		-0.00	18.36	16.52
Dsgn. L = 3.83 ft	2		0.000				8.86	7.97	1.00	1.00		-0.00	18.36	16.52
+0.90D+E+0.90H														
Dsgn. L = 1.17 ft	1		0.000				8.86	7.97	1.00	1.00		-0.00	18.36	16.52
Dsgn. L = 3.83 ft	2		0.000				8.86	7.97	1.00	1.00		-0.00	18.36	16.52

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+0.420W	1	0.1027	0.000		0.0000	0.000
+0.420W	2	0.0011	3.542	+0.420W	-0.0291	1.165

Vertical Reactions

Load Combination	Support 1	Support 2	Support 3	Support notation : Far left is #1	Values in KIPS
Overall MAXimum		4.821	-1.941		
Overall MINimum		2.169	-0.873		
+D+H					
+D+L+H					
+D+Lr+H					
+D+S+H					
+D+0.750Lr+0.750L+H					
+D+0.750L+0.750S+H					
+D+0.60W+H		2.893	-1.165		
+D+0.750Lr+0.450W+H		2.169	-0.873		
+D+0.750S+0.450W+H		2.169	-0.873		
+0.60D+0.60W+0.60H		2.893	-1.165		
+D+0.70E+0.60H					
+D+0.750L+0.750S+0.5250E+H					
+0.60D+0.70E+H					
D Only					
Lr Only					
L Only					
S Only					
W Only		4.821	-1.941		
E Only					
H Only					

KPW

STRUCTURAL ENGINEERS, INC.

 55 HARRISON STREET
 SUITE 550
 OAKLAND, CA 94607
 V. 510 208-3300
 F. 510 208-3303
 WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

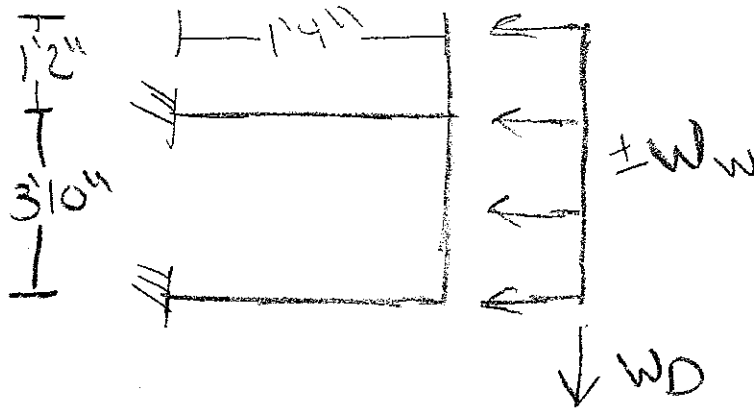
BY _____

DATE _____

SHEET NO. _____

OF _____

③ (N) Sunshade Outrigger Design HSS 4x4x5/16



Conservative to not
consider perforations
in panel

Tributary Width = 12 ft (Max)

Height = 5 ft

$W_w = (+28.08 \text{ psf}, -36.03 \text{ psf})$ (From B.1)

$$W_w = (28.08 \text{ psf} - 36.03 \text{ psf}) \times 12' \times 5'$$

$$= 1685 \text{ lbs}, -2162 \text{ lbs}$$

$$W_d = (12.09 \text{ psf}) \times (5 \text{ ft} + 2 \times 12 \text{ ft})$$

HSS 4x4x5/16
Self weight

Turnb
Length

Horizontal
Length

$$+ (5 \text{ ft}) \times (12 \text{ ft}) \times (5 \text{ psf})$$

Sunshade Self Weight

$$W_d = 650 \text{ lbs}$$

KPW

STRUCTURAL ENGINEERS, INC.

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303

WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

- Look at upper outrigger

$$\text{Tributary Hsht} = 1'2" + (3'10" \div 2)$$

$$= 3'1"$$

$$\frac{3'1"}{5'} = .62 \Rightarrow \text{Assume outrigger takes } 62\% \text{ of baling}$$

$$0.62(W_w) = (1045 \text{ lbs}, 1340 \text{ lbs})$$

$$0.62(W_D) = 403 \text{ lbs}$$

- See attached from Enercalc

(N) HSS 4x4x5/16 Outrigger On

Steel Column

File = F:\PROJEC-1116C000-1116C234-1\Design\CALCUL-1\Enercalc\116C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 Sun Shade Outrigger LRFD Design

Code References

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10

Load Combinations Used : ASCE 7-16

General Information

Steel Section Name :	HSS4x4x5/16	Overall Column Height	1.333 ft
Analysis Method :	Load Resistance Factor	Top & Bottom Fixity	Top Free, Bottom Fixed
Steel Stress Grade	A500, Grade B, Fy = 46 ksi, Carbon	Brace condition for deflection (buckling) along columns :	
Fy : Steel Yield	46.0 ksi	X-X (width) axis :	
E : Elastic Bending Modulus	29,000.0 ksi	Unbraced Length for buckling ABOUT Y-Y Axis = 1.333 ft, K = 2.1	
		Y-Y (depth) axis :	
		Unbraced Length for buckling ABOUT X-X Axis = 1.333 ft, K = 2.1	

Applied Loads

Service loads entered. Load Factors will be applied for calculations.

AXIAL LOADS . . .

Wind Loading: Axial Load at 1.333 ft, W = -1.340 k

BENDING LOADS . . .

Sunshade Framing Weight: Lat. Point Load at 1.333 ft creating Mx-x, D = 0.4030 k

DESIGN SUMMARY

Bending & Shear Check Results

PASS Max. Axial+Bending Stress Ratio = **0.0390** : 1
 Load Combination **+1.40D+1.60H**
 Location of max.above base **0.0 ft**
 At maximum location values are . . .
 Pu **0.0 k**
 0.9 * Pn **164.035 k**
 Mu-x **-0.7521 k-ft**
 0.9 * Mn-x : **19.286 k-ft**
 Mu-y **0.0 k-ft**
 0.9 * Mn-y : **19.286 k-ft**

Maximum Load Reactions . .

Top along X-X **0.0 k**
 Bottom along X-X **0.0 k**
 Top along Y-Y **0.0 k**
 Bottom along Y-Y **0.4030 k**

Maximum Load Deflections . . .

Along Y-Y **0.002064 in** at **1.333 ft** above base
 for load combination : **+D+H**
 Along X-X **0.0 in** at **0.0 ft** above base
 for load combination :

PASS Maximum Shear Stress Ratio = **0.01498** : 1
 Load Combination **+1.40D+1.60H**
 Location of max.above base **0.0 ft**
 At maximum location values are . . .
 Vu : Applied **0.5642 k**
 Vn * Phi : Allowable **37.672 k**

Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios				Cbx	Cby	KxLx/Rx	KyLy/Ry	Maximum Shear Ratios		
	Stress Ratio	Status	Location						Stress Ratio	Status	Location
+1.40D+1.60H	0.039	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.015	PASS	0.00 ft
+1.20D+0.50Lr+1.60L+1.60H	0.033	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+1.20D+1.60L+0.50S+1.60H	0.033	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+1.20D+1.60Lr+L+1.60H	0.033	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+1.20D+1.60Lr+0.50W+1.60H	0.035	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+1.20D+L+1.60S+1.60H	0.033	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+1.20D+1.60S+0.50W+1.60H	0.035	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+1.20D+0.50Lr+L+W+1.60H	0.038	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+1.20D+L+0.50S+W+1.60H	0.038	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+0.90D+W+1.60H	0.029	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.010	PASS	0.00 ft
+1.20D+L+0.20S+E+1.90H	0.033	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.013	PASS	0.00 ft
+0.90D+E+0.90H	0.025	PASS	0.00 ft		1.67	1.00	22.54	22.54	0.010	PASS	0.00 ft

Maximum Reactions

Note: Only non-zero reactions are listed.

Load Combination	Axial Reaction		X-X Axis Reaction		k	Y-Y Axis Reaction		Mx - End Moments		My - End Moments	
	@ Base		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top	@ Base	@ Top
+D+H						0.403		-0.537			
+D+L+H						0.403		-0.537			

Steel Column

File = F:\PROJEC-1\16C000-1\16C234-1\Design\CALCUL-1\Enercalc\16C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 Sun Shade Outtrigger LRFD Design

Maximum Reactions

Note: Only non-zero reactions are listed.

Load Combination	Axial Reaction @ Base	X-X Axis Reaction @ Base @ Top	k	Y-Y Axis Reaction @ Base @ Top	Mx - End Moments @ Base @ Top	k-ft	My - End Moments @ Base @ Top
+D+Lr+H				0.403	-0.537		
+D+S+H				0.403	-0.537		
+D+0.750Lr+0.750L+H				0.403	-0.537		
+D+0.750L+0.750S+H				0.403	-0.537		
+D+0.60W+H	-0.804			0.403	-0.537		
+D+0.750Lr+0.450W+H	-0.603			0.403	-0.537		
+D+0.750S+0.450W+H	-0.603			0.403	-0.537		
+0.60D+0.60W+0.60H	-0.804			0.242	-0.322		
+D+0.70E+0.60H				0.403	-0.537		
+D+0.750L+0.750S+0.5250E+H				0.403	-0.537		
+0.60D+0.70E+H				0.242	-0.322		
D Only				0.403	-0.537		
Lr Only							
L Only							
S Only							
W Only	-1.340						
E Only							
H Only							

Extreme Reactions

Item	Extreme Value	Axial Reaction @ Base	X-X Axis Reaction @ Base @ Top	k	Y-Y Axis Reaction @ Base @ Top	Mx - End Moments @ Base @ Top	k-ft	My - End Moments @ Base @ Top
Axial @ Base	Maximum				0.403	-0.537		
"	Minimum	-1.340						
Reaction, X-X Axis Base	Maximum				0.403	-0.537		
"	Minimum				0.403	-0.537		
Reaction, Y-Y Axis Base	Maximum				0.403	-0.537		
"	Minimum							
Reaction, X-X Axis Top	Maximum				0.403	-0.537		
"	Minimum				0.403	-0.537		
Reaction, Y-Y Axis Top	Maximum				0.403	-0.537		
"	Minimum				0.403	-0.537		
Moment, X-X Axis Base	Maximum							
"	Minimum		-0.537		0.403	-0.537		
Moment, Y-Y Axis Base	Maximum				0.403	-0.537		
"	Minimum				0.403	-0.537		
Moment, X-X Axis Top	Maximum				0.403	-0.537		
"	Minimum				0.403	-0.537		
Moment, Y-Y Axis Top	Maximum				0.403	-0.537		
"	Minimum				0.403	-0.537		

Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
+D+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+L+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+Lr+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+S+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750Lr+0.750L+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750L+0.750S+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.60W+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750Lr+0.450W+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750S+0.450W+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+0.60D+0.60W+0.60H	0.0000 in	0.000 ft	0.001 in	1.333 ft
+D+0.70E+0.60H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+D+0.750L+0.750S+0.5250E+H	0.0000 in	0.000 ft	0.002 in	1.333 ft
+0.60D+0.70E+H	0.0000 in	0.000 ft	0.001 in	1.333 ft
D Only	0.0000 in	0.000 ft	0.002 in	1.333 ft
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

Steel Column

File = F:\PROJEC-1\16C000-1\16C234-1\Design\CALCUL-1\Enercalc\16C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. # : KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 Sun Shade Outrigger LRFD Design

Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
W Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

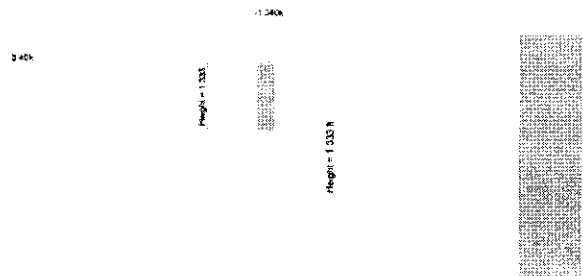
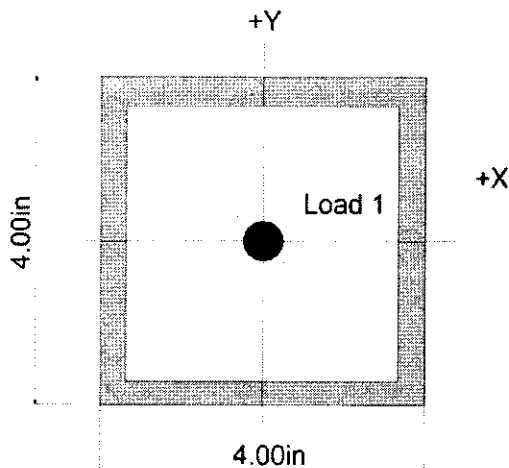
Steel Section Properties :

HSS4x4x5/16

Depth	=	4.000 in	I _{xx}	=	9.14 in ⁴	J	=	15.300 in ⁴
Design Thick	=	0.291 in	S _{xx}	=	4.57 in ³			
Width	=	4.000 in	R _{xx}	=	1.490 in			
Wall Thick	=	0.313 in	Z _x	=	5.590 in ³			
Area	=	4.100 in ²	I _{yy}	=	9.140 in ⁴	C	=	7.910 in ³
Weight	=	14.830 plf	S _{yy}	=	4.570 in ³			
			R _{yy}	=	1.490 in			

Ycg = 0.000 in

Sketches



KPW

STRUCTURAL ENGINEERS, INC.

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

④(N) Sunshade Column Design - HSS 4x4x5/16

Wind Demands:

- Max tributary width = 10ft (from 3-53.4)

$$W \text{ (From B.1)} = \pm 28.0 \text{ psf}$$

$$W = \pm 28.0 \text{ psf} \times 10\text{ft} = \pm 280 \text{ plf}$$

W (port loads from Sunshade)

$$= \pm 28.0 \text{ psf} \times 5\text{ft} \times 10\text{ft} = 1400 \text{ lbs}$$

- Sunshade panels are perforated 30%.

- Only consider 70% of wind loading

$$W = 980 \text{ lbs}$$

Gravity Demands: (From Flat Load Table - B.1)

Rooft:

$$DL = 27.0 \text{ psf}$$

$$LL = 20.0 \text{ psf}$$

2nd Floor

$$DL = 37.0 \text{ psf}$$

$$LL = 65.0 \text{ psf}$$

$$\text{Gravity Tributary Area} = 10\text{ft} \times 16'1\frac{1}{2}" = 130\text{ft}^2$$

(see attached)

- Use 2nd Floor Gravity Loads

$$DL = 6.0^k$$

$$LL = 10.5^k$$

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

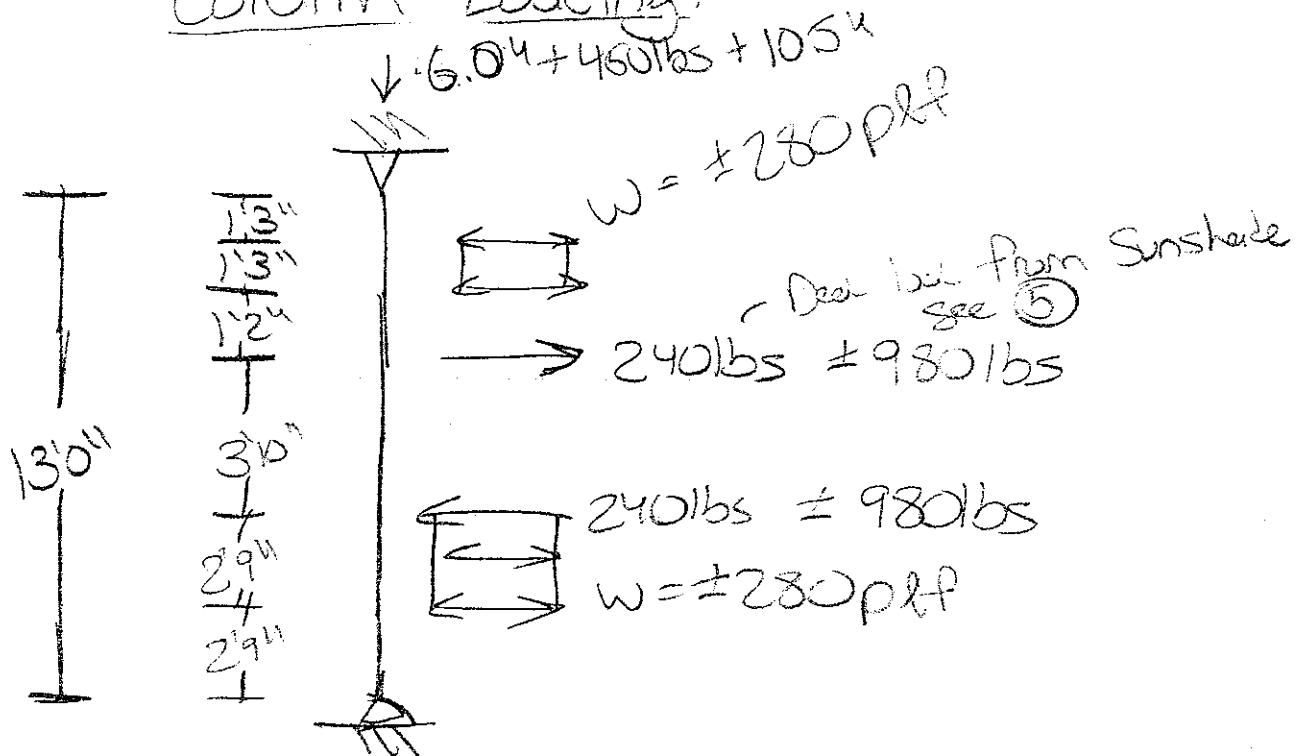
JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

Column Loading:

- Column takes half of tributary width between sunshade and GCB

- See attached from Ericcicle

(N) HSS 4x4x5/16 Ch

Steel Column

File = F:\PROJEC~1\16C000~1\16C234~1\Design\CALCUL~1\Enercalc\16C234_Building B.ec6

Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 LRFD Capacity ASD Deflection Check

Code References

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10
 Load Combinations Used : ASCE 7-16

General Information

Steel Section Name :	HSS4x4x5/16	Overall Column Height	13.0 ft
Analysis Method :	Load Resistance Factor	Top & Bottom Fixity	Top & Bottom Pinned
Steel Stress Grade	, A500, Grade B, Fy = 46 ksi, Carbon	Brace condition for deflection (buckling) along columns :	
Fy : Steel Yield	46.0 ksi	X-X (width) axis :	
E : Elastic Bending Modulus	29,000.0 ksi	Unbraced Length for buckling ABOUT Y-Y Axis = 13.0 ft, K = 1.0	
		Y-Y (depth) axis :	
		Unbraced Length for buckling ABOUT X-X Axis = 13.0 ft, K = 1.0	

Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 192.790 lbs * Dead Load Factor

AXIAL LOADS . . .

Axial Load at 13.0 ft, D = 6.450, L = 10.50 k

BENDING LOADS . . .

Dead and Wind Loads From Outriggers: Lat. Point Load at 5.50 ft creating Mx-x, D = 0.240, W = -0.980 k

Dead and Wind Loads From Outriggers: Lat. Point Load at 9.333 ft creating Mx-x, D = -0.240, W = -0.980 k

C+C Wind Loading: Lat. Uniform Load from 2.750-->5.50 ft creating Mx-x, W = -0.280 k/ft

C+C Wind Loading: Lat. Uniform Load from 10.0-->11.750 ft creating Mx-x, W = -0.280 k/ft

DESIGN SUMMARY

Bending & Shear Check Results

PASS Max. Axial+Bending Stress Ratio = **0.5671** : 1
 Load Combination **+1.20D+0.50Lr+L-W+1.60H**
 Location of max.above base **5.497 ft**
 At maximum location values are . . .
 Pu **18.471 k**
 0.9 * Pn **81.199 k**
 Mu-x **7.367 k-ft**
 0.9 * Mn-x : **19.286 k-ft**
 Mu-y **0.0 k-ft**
 0.9 * Mn-y : **19.286 k-ft**

Maximum Load Reactions . .

Top along X-X	0.0 k
Bottom along X-X	0.0 k
Top along Y-Y	1.134 k
Bottom along Y-Y	0.8261 k

Maximum Load Deflections . . .

Along Y-Y	-0.3219 in at	6.544 ft	above base
for load combination : +0.420W			
Along X-X	0.0 in at	0.0 ft	above base
for load combination :			

PASS Maximum Shear Stress Ratio = **0.04930** : 1
 Load Combination **+1.20D+0.50Lr+L+W+1.60H**
 Location of max.above base **11.779 ft**
 At maximum location values are . . .
 Vu : Applied **1.857 k**
 Vn * Phi : Allowable **37.672 k**

Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios								Maximum Shear Ratios		
	Stress Ratio	Status	Location	Cbx	Cby	KxLx/Rx	KyLy/Ry		Stress Ratio	Status	Location
+1.40D+1.60H	0.115	PASS	0.00 ft	1.20	1.00	104.70	104.70		0.006	PASS	5.58 ft
+1.20D+0.50Lr+1.60L+1.60H	0.327	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.005	PASS	5.58 ft
+1.20D+1.60L+0.50S+1.60H	0.327	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.005	PASS	5.58 ft
+1.20D+1.60Lr+L+1.60H	0.249	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.005	PASS	5.58 ft
+1.20D+1.60Lr+0.50W+1.60H	0.214	PASS	9.34 ft	1.20	1.00	104.70	104.70		0.026	PASS	11.78 ft
+1.20D+1.60Lr-0.50W+1.60H	0.252	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.021	PASS	0.00 ft
+1.20D+L+1.60S+1.60H	0.249	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.005	PASS	5.58 ft
+1.20D+1.60S+0.50W+1.60H	0.214	PASS	9.34 ft	1.20	1.00	104.70	104.70		0.026	PASS	11.78 ft
+1.20D+1.60S-0.50W+1.60H	0.252	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.021	PASS	0.00 ft
+1.20D+0.50Lr+L+W+1.60H	0.524	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.049	PASS	11.78 ft
+1.20D+0.50Lr+L-W+1.60H	0.567	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.045	PASS	11.78 ft
+1.20D+L+0.50S+W+1.60H	0.524	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.049	PASS	11.78 ft
+1.20D+L+0.50S-W+1.60H	0.567	PASS	5.50 ft	1.20	1.00	104.70	104.70		0.045	PASS	11.78 ft

Steel Column

File = F:\PROJECT-116C000-116C234-1\Design\CALCUL-1\Enercalc\16C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. # : KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 LRFD Capacity ASD Deflection Check

Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios				Cb _x	Cb _y	K _x L _x /R _x	K _y L _y /R _y	Maximum Shear Ratios		
	Stress Ratio	Status	Location						Stress Ratio	Status	Location
+0.90D+W+1.60H	0.376	PASS	5.50 ft		1.20	1.00	104.70	104.70	0.049	PASS	11.78 ft
+0.90D-W+1.60H	0.413	PASS	5.50 ft		1.20	1.00	104.70	104.70	0.045	PASS	11.78 ft
+1.20D+L+0.20S+E+1.90H	0.249	PASS	5.50 ft		1.20	1.00	104.70	104.70	0.005	PASS	5.58 ft
+0.90D+E+0.90H	0.074	PASS	0.00 ft		1.20	1.00	104.70	104.70	0.004	PASS	5.58 ft

Maximum Reactions

Note: Only non-zero reactions are listed.

Load Combination	Axial Reaction		X-X Axis Reaction		k	Y-Y Axis Reaction		M _x - End Moments		k-ft	M _y - End Moments	
	@ Base		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
+D+H	6.643					0.071	-0.071					
+D+L+H	17.143					0.071	-0.071					
+D+Lr+H	6.643					0.071	-0.071					
+D+S+H	6.643					0.071	-0.071					
+D+0.750Lr+0.750L+H	14.518					0.071	-0.071					
+D+0.750L+0.750S+H	14.518					0.071	-0.071					
+D+0.60W+H	6.643					-0.798	-1.134					
+D+0.750Lr+0.450W+H	6.643					-0.581	-0.868					
+D+0.750S+0.450W+H	6.643					-0.581	-0.868					
+0.60D+0.60W+0.60H	3.986					-0.826	-1.106					
+D+0.70E+0.60H	6.643					0.071	-0.071					
+D+0.750L+0.750S+0.5250E+H	14.518					0.071	-0.071					
+0.60D+0.70E+H	3.986					0.042	-0.042					

Extreme Reactions

Item	Extreme Value	Axial Reaction		X-X Axis Reaction		k	Y-Y Axis Reaction		M _x - End Moments		k-ft	M _y - End Moments	
		@ Base		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
Axial @ Base	Maximum	17.143					0.071	-0.071					
"	Minimum	3.986					-0.826	-1.106					
Reaction, X-X Axis Base	Maximum	6.643					0.071	-0.071					
"	Minimum	6.643					0.071	-0.071					
Reaction, Y-Y Axis Base	Maximum	6.643					0.071	-0.071					
"	Minimum	3.986					-0.826	-1.106					
Reaction, X-X Axis Top	Maximum	6.643					0.071	-0.071					
"	Minimum	6.643					0.071	-0.071					
Reaction, Y-Y Axis Top	Maximum	3.986					0.042	-0.042					
"	Minimum	6.643					0.071	-0.071					
Moment, X-X Axis Base	Maximum	6.643					0.071	-0.071					
"	Minimum	6.643					0.071	-0.071					
Moment, Y-Y Axis Base	Maximum	6.643					0.071	-0.071					
"	Minimum	6.643					0.071	-0.071					
Moment, X-X Axis Top	Maximum	6.643					0.071	-0.071					
"	Minimum	6.643					0.071	-0.071					
Moment, Y-Y Axis Top	Maximum	6.643					0.071	-0.071					
"	Minimum	6.643					0.071	-0.071					

Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection		Distance	Max. Y-Y Deflection		Distance
+D+H	0.0000	in	0.000	0.018	in	4.973
+D+L+H	0.0000	in	0.000	0.018	in	4.973
+D+Lr+H	0.0000	in	0.000	0.018	in	4.973
+D+S+H	0.0000	in	0.000	0.018	in	4.973
+D+0.750Lr+0.750L+H	0.0000	in	0.000	0.018	in	4.973
+D+0.750L+0.750S+H	0.0000	in	0.000	0.018	in	4.973
+D+0.420W+H	0.0000	in	0.000	-0.307	in	6.718
+D+0.750Lr+0.420W+H	0.0000	in	0.000	-0.307	in	6.718
+D+0.750S+0.420W+H	0.0000	in	0.000	-0.307	in	6.718
+0.60D+0.420W+0.60H	0.0000	in	0.000	-0.313	in	6.631
+D+0.70E+0.60H	0.0000	in	0.000	0.018	in	4.973
+D+0.750L+0.750S+0.5250E+H	0.0000	in	0.000	0.018	in	4.973
+0.60D+0.70E+H	0.0000	in	0.000	0.011	in	4.973

Steel Column

File = F:\PROJEC-1\16C000-1\16C234-1\Design\CALCUL-1\Enercalc\16C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (N) HSS 4x4x5/16 LRFD Capacity ASD Deflection Check

Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
D Only	0.0000 in	0.000 ft	0.018 in	4.973 ft
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
+0.420W	0.0000 in	0.000 ft	-0.322 in	6.544 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

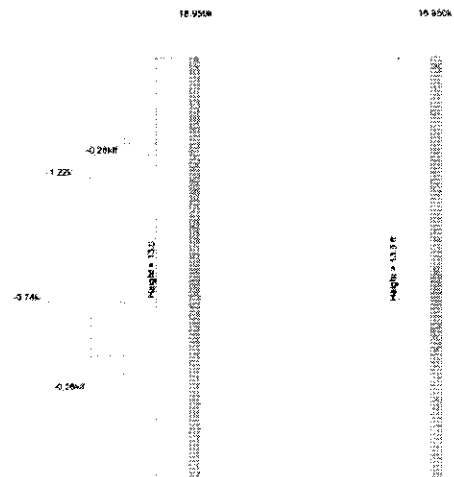
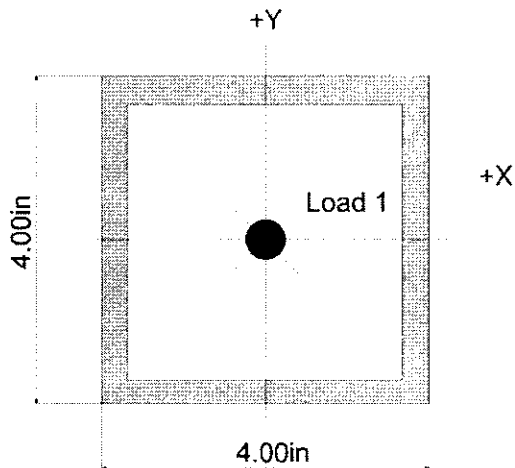
Steel Section Properties :

HSS4x4x5/16

Depth	=	4.000 in	I _{xx}	=	9.14 in ⁴	J	=	15.300 in ⁴
Design Thick	=	0.291 in	S _{xx}	=	4.57 in ³			
Width	=	4.000 in	R _{xx}	=	1.490 in			
Wall Thick	=	0.313 in	Z _x	=	5.590 in ³			
Area	=	4.100 in ²	I _{yy}	=	9.140 in ⁴	C	=	7.910 in ³
Weight	=	14.830 plf	S _{yy}	=	4.570 in ³			
			R _{yy}	=	1.490 in			

Ycg = 0.000 in

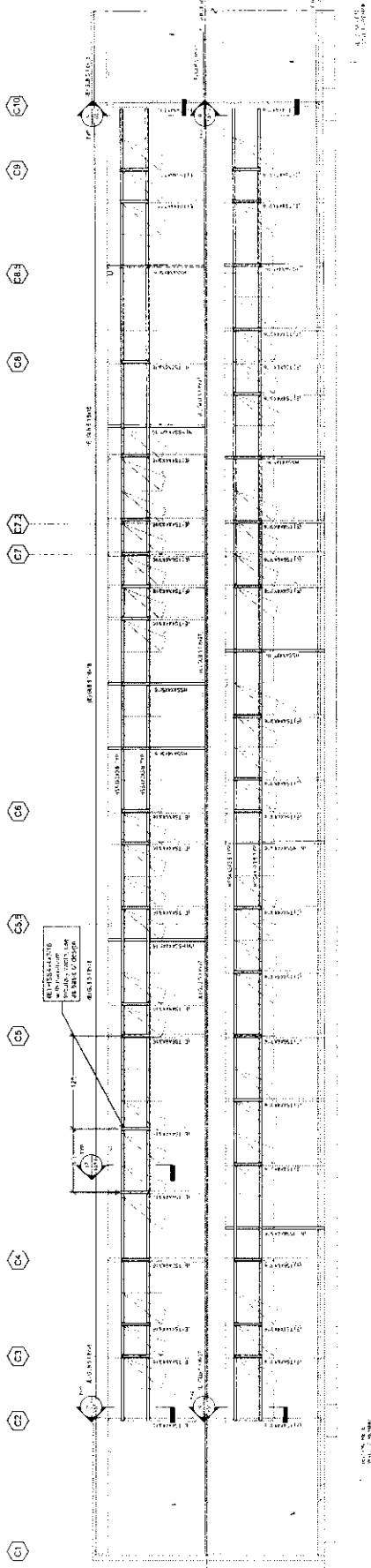
Sketches



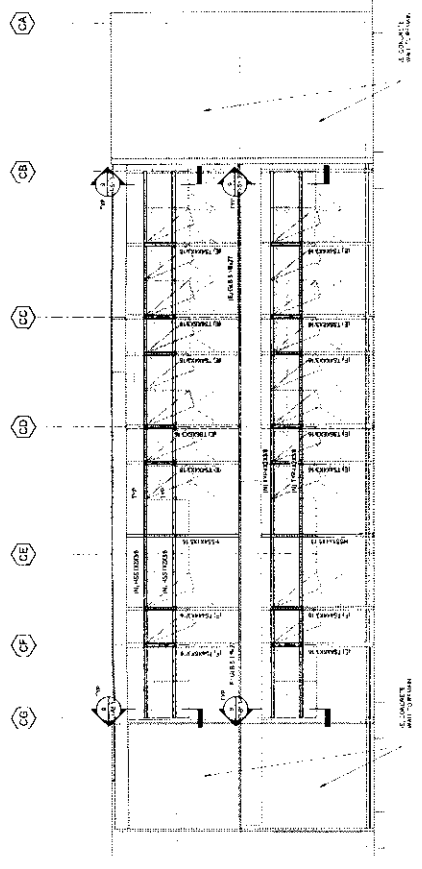


Fremont High School Building B: Classroom Building
KPW Project No. 16C234

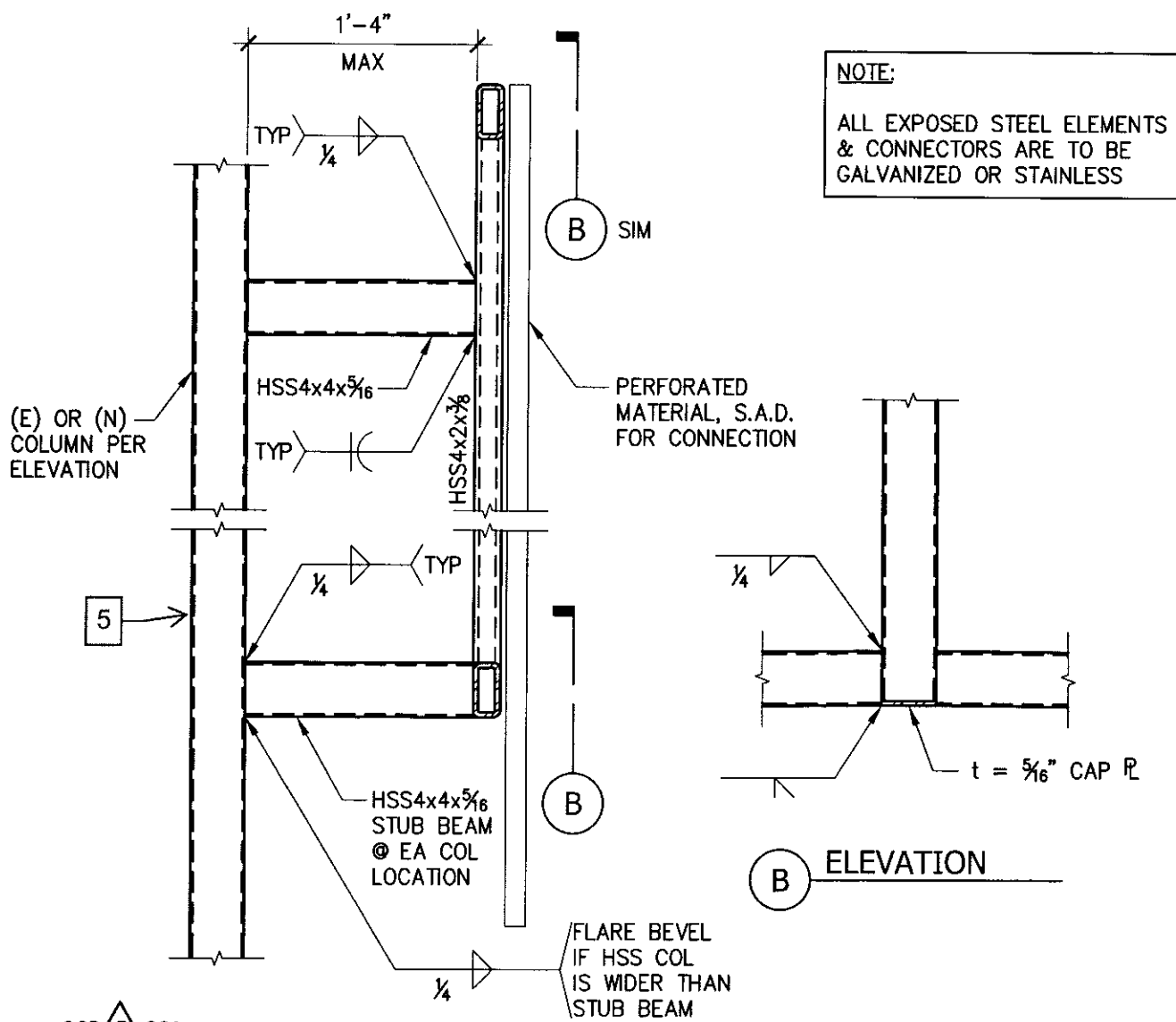
D.1 (E) HSS Column Check



1 SOUTH ELEVATION - SUNSHADE



3 WEST ELEVATION - SUNSHADE FRAMING



CCD 3-001

17

SUNSHADE FRAMING

From 3-S7.1

Scale: NTS

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

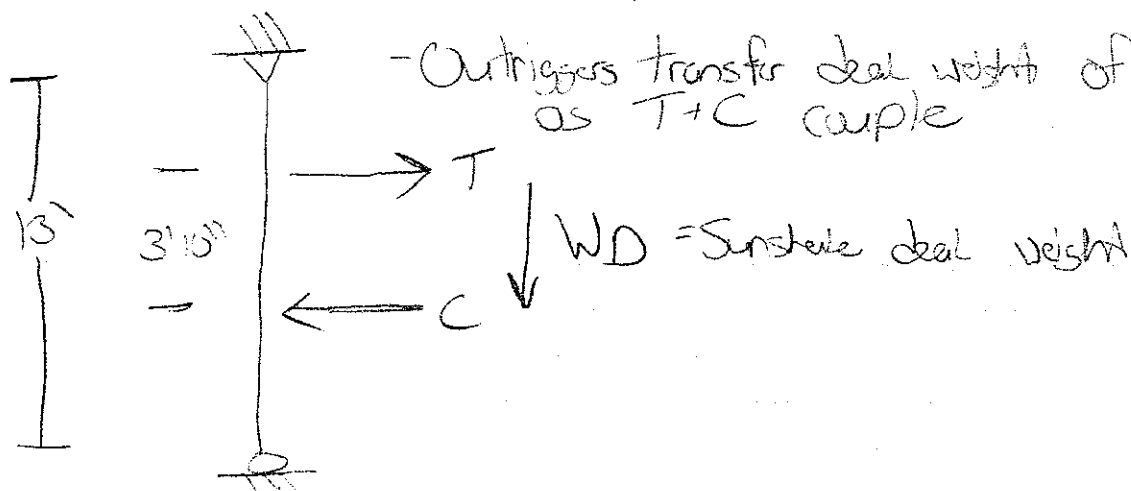
SHEET NO. _____

OF _____

Cheek (E) HSS 4x4x3/16 Capacity

- Max tributary width = 10ft

- Outriggers transfer dead weight of sunshade as T+C couple



$$\begin{aligned}
 W_D &= (12.09 \text{ plf}) \times (5\text{ft} + 10\text{ft} \times 2) \\
 &\quad + (5\text{ft} \times 10\text{ft}) (5 \text{ psf}) \\
 &= 553 \text{ lbs}
 \end{aligned}$$

$$C = T = \frac{W_D \times 1'4''}{3'10''} = 192 \text{ lbs}$$

$$W (\text{From B.I.}) = \pm 28.2 \text{ psf (negative)}$$

$$w = \pm 28.2 \text{ psf} \times 10\text{ft} = \pm 282 \text{ plf}$$

$$W (\text{point load from sunshade})$$

$$= \pm 252 \text{ psf} \times 5\text{ft} \times 10\text{ft} = 1410 \text{ lbs}$$

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

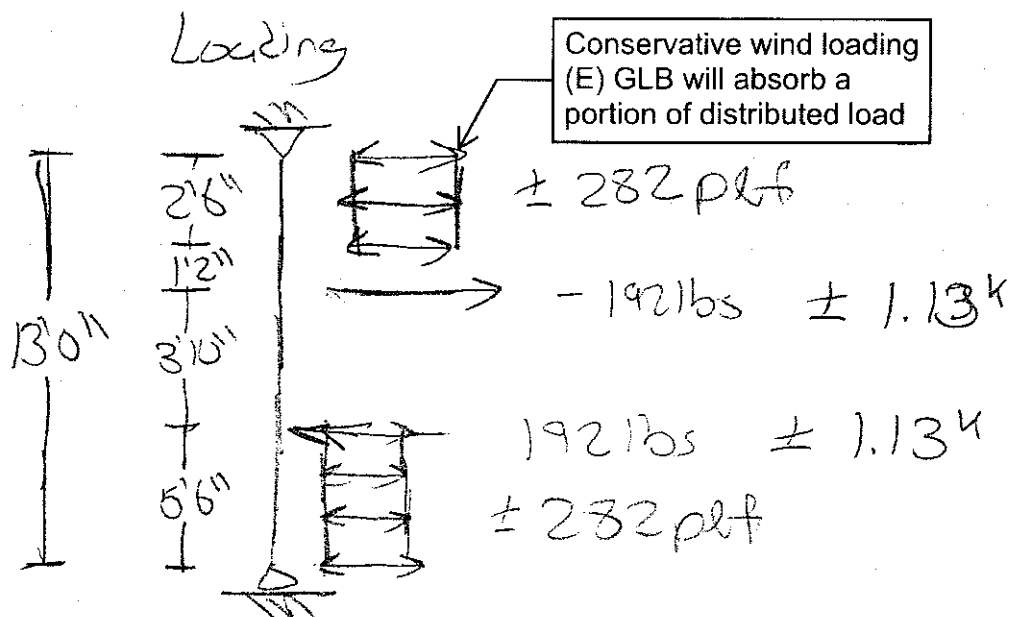
DATE _____

SHEET NO. _____

OF _____

- Copy horizontal loading from (N) Sunshade Column in Section C.1 (4)
- Consider 20% perforations = Conservative

$$W(\text{point load}) = 0.8 \times 1.4K = 1.13K$$



- Per CBC 1604.3.1

- Use $0.42W$ for ASD Deflection

- Limit deflection to $L/240 = 0.65"$

- See attached from exxcelle

(E) $4 \times 4 \times 3/16$ OK with max tributary width of 10ft

Steel Column

File = F:\PROJEC~1\16C000~1\16C234~1\Design\CALCUL~1\Enercalc\16C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (E) HSS 4x4x3/16 LRFD Capacity ASD Deflection Check

Code References

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10
 Load Combinations Used : ASCE 7-16

General Information

Steel Section Name :	HSS4x4x3/16	Overall Column Height	13.0 ft
Analysis Method :	Load Resistance Factor	Top & Bottom Fixity	Top & Bottom Pinned
Steel Stress Grade	A500, Grade B, Fy = 46 ksi, Carbon	Brace condition for deflection (buckling) along columns :	
Fy : Steel Yield	46.0 ksi	X-X (width) axis :	
E : Elastic Bending Modulus	29,000.0 ksi	Unbraced Length for buckling ABOUT Y-Y Axis = 13.0 ft, K = 1.0	
		Y-Y (depth) axis :	
		Unbraced Length for buckling ABOUT X-X Axis = 13.0 ft, K = 1.0	

Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 122.460 lbs * Dead Load Factor

AXIAL LOADS...

Axial Load at 7.417 ft, D = 0.5530 k

BENDING LOADS...

Dead and Wind Loads From Outriggers: Lat. Point Load at 5.50 ft creating Mx-x, D = 0.1920, W = 1.130 k

Dead and Wind Loads From Outriggers: Lat. Point Load at 9.333 ft creating Mx-x, D = -0.1920, W = 1.130 k

C+C Wind Loading: Lat. Uniform Load from 0.0-->5.50 ft creating Mx-x, W = 0.2820 k/ft

C+C Wind Loading: Lat. Uniform Load from 10.50-->13.0 ft creating Mx-x, W = 0.2820 k/ft

DESIGN SUMMARY

Bending & Shear Check Results

PASS Max. Axial+Bending Stress Ratio = **0.6822** : 1
 Load Combination +1.20D+0.50Lr+L+W+1.60H
 Location of max.above base 5.497 ft
 At maximum location values are ...
 Pu 0.8106 k
 0.9 * Pn 54.038 k
 Mu-x 8.543 k-ft
 0.9 * Mn-x : 12.662 k-ft
 Mu-y 0.0 k-ft
 0.9 * Mn-y : 12.662 k-ft

Maximum Load Reactions ..

Top along X-X	0.0 k
Bottom along X-X	0.0 k
Top along Y-Y	2.255 k
Bottom along Y-Y	2.261 k

Maximum Load Deflections ...

Along Y-Y	0.5801 in at	6.369 ft above base
for load combination : +D+0.420W+H		
Along X-X	0.0 in at	0.0 ft above base
for load combination :		

PASS Maximum Shear Stress Ratio = **0.09297** : 1
 Load Combination +1.20D+0.50Lr+L+W+1.60H
 Location of max.above base 0.0 ft
 At maximum location values are ...
 Vu : Applied 2.329 k
 Vn * Phi : Allowable 25.054 k

Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios								Maximum Shear Ratios			
	Stress Ratio	Status	Location	Cbx	Cby	KxLx/Rx	KyLy/Ry		Stress Ratio	Status	Location	
+1.40D+1.60H	0.043	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.008	PASS	5.58 ft	
+1.20D+0.50Lr+1.60L+1.60H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.006	PASS	5.58 ft	
+1.20D+1.60L+0.50S+1.60H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.006	PASS	5.58 ft	
+1.20D+1.60Lr+L+1.60H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.006	PASS	5.58 ft	
+1.20D+1.60Lr+0.50W+1.60H	0.360	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.048	PASS	0.00 ft	
+1.20D+1.60Lr-0.50W+1.60H	0.301	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.048	PASS	13.00 ft	
+1.20D+L+1.60S+1.60H	0.037	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.006	PASS	5.58 ft	
+1.20D+1.60S+0.50W+1.60H	0.360	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.048	PASS	0.00 ft	
+1.20D+1.60S-0.50W+1.60H	0.301	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.048	PASS	13.00 ft	
+1.20D+0.50Lr+L+W+1.60H	0.682	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.093	PASS	0.00 ft	
+1.20D+0.50Lr+L-W+1.60H	0.623	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.093	PASS	13.00 ft	
+1.20D+L+0.50S+W+1.60H	0.682	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.093	PASS	0.00 ft	
+1.20D+L+0.50S-W+1.60H	0.623	PASS	5.50 ft	1.19	1.00	100.65	100.65		0.093	PASS	13.00 ft	

Steel Column

File = F:\PROJECT~1\16C000~1\16C234~1\Design\CALCUL~1\Enercalc\16C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (E) HSS 4x4x3/16 LRFD Capacity ASD Deflection Check

Load Combination Results

Load Combination	Maximum Axial + Bending Stress Ratios				Cb _x	Cb _y	K _x L _x /R _x	K _y L _y /R _y	Maximum Shear Ratios		
	Stress Ratio	Status	Location						Stress Ratio	Status	Location
+0.90D+W+1.60H	0.673	PASS	5.50 ft		1.19	1.00	100.65	100.65	0.092	PASS	0.00 ft
+0.90D-W+1.60H	0.629	PASS	5.50 ft		1.19	1.00	100.65	100.65	0.092	PASS	13.00 ft
+1.20D+L+0.20S+E+1.90H	0.037	PASS	5.50 ft		1.19	1.00	100.65	100.65	0.006	PASS	5.58 ft
+0.90D+E+0.90H	0.028	PASS	5.50 ft		1.19	1.00	100.65	100.65	0.005	PASS	5.58 ft

Maximum Reactions

Load Combination	Axial Reaction		X-X Axis Reaction		k	Y-Y Axis Reaction		M _x - End Moments		k-ft	M _y - End Moments	
	@ Base		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
+D+H	0.675					0.057	-0.057					
+D+L+H	0.675					0.057	-0.057					
+D+Lr+H	0.675					0.057	-0.057					
+D+S+H	0.675					0.057	-0.057					
+D+0.750Lr+0.750L+H	0.675					0.057	-0.057					
+D+0.750L+0.750S+H	0.675					0.057	-0.057					
+D+0.60W+H	0.675					1.413	1.296					
+D+0.750Lr+0.450W+H	0.675					1.074	0.958					
+D+0.750S+0.450W+H	0.675					1.074	0.958					
+0.60D+0.60W+0.60H	0.405					1.391	1.319					
+D+0.70E+0.60H	0.675					0.057	-0.057					
+D+0.750L+0.750S+0.5250E+H	0.675					0.057	-0.057					
+0.60D+0.70E+H	0.405					0.034	-0.034					
D Only	0.675					0.057	-0.057					
Lr Only												
L Only												
S Only												
W Only						2.261	2.255					
E Only												
H Only												

Note: Only non-zero reactions are listed.

Extreme Reactions

Item	Extreme Value	Axial Reaction		X-X Axis Reaction		k	Y-Y Axis Reaction		M _x - End Moments		k-ft	M _y - End Moments	
		@ Base		@ Base	@ Top		@ Base	@ Top	@ Base	@ Top		@ Base	@ Top
Axial @ Base	Maximum	0.675					0.057	-0.057					
	Minimum												
Reaction, X-X Axis Base	Maximum	0.675					0.057	-0.057					
	Minimum	0.675					0.057	-0.057					
Reaction, Y-Y Axis Base	Maximum						2.261	2.255					
	Minimum												
Reaction, X-X Axis Top	Maximum	0.675					0.057	-0.057					
	Minimum	0.675					0.057	-0.057					
Reaction, Y-Y Axis Top	Maximum	0.675					1.413	1.296					
	Minimum	0.675					0.057	-0.057					
Moment, X-X Axis Base	Maximum	0.675					0.057	-0.057					
	Minimum	0.675					0.057	-0.057					
Moment, Y-Y Axis Base	Maximum	0.675					0.057	-0.057					
	Minimum	0.675					0.057	-0.057					
Moment, X-X Axis Top	Maximum	0.675					0.057	-0.057					
	Minimum	0.675					0.057	-0.057					
Moment, Y-Y Axis Top	Maximum	0.675					0.057	-0.057					
	Minimum	0.675					0.057	-0.057					

Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection		Max. Y-Y Deflection	
	Distance		Distance	
+D+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+L+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+Lr+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+S+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+0.750Lr+0.750L+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+0.750L+0.750S+H	0.0000 in	0.000 ft	0.021 in	4.973 ft

Steel Column

File = F:\PROJEC~1\16C000~1\16C234~1\Design\CALCUL~1\Enercalc\16C234_Building B.ec6
 Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. #: KW-06007825

KPW STRUCTURAL ENGINEERING, INC.

DESCRIPTION: (E) HSS 4x4x3/16 LRFD Capacity ASD Deflection Check

Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
+D+0.420W+H	0.0000 in	0.000 ft	0.580 in	6.369 ft
+D+0.750Lr+0.420W+H	0.0000 in	0.000 ft	0.580 in	6.369 ft
+D+0.750S+0.420W+H	0.0000 in	0.000 ft	0.580 in	6.369 ft
+0.60D+0.420W+0.60H	0.0000 in	0.000 ft	0.573 in	6.369 ft
+D+0.70E+0.60H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+D+0.750L+0.750S+0.5250E+H	0.0000 in	0.000 ft	0.021 in	4.973 ft
+0.60D+0.70E+H	0.0000 in	0.000 ft	0.013 in	4.973 ft
D Only	0.0000 in	0.000 ft	0.021 in	4.973 ft
Lr Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
L Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
S Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
+0.420W	0.0000 in	0.000 ft	0.562 in	6.456 ft
E Only	0.0000 in	0.000 ft	0.000 in	0.000 ft
H Only	0.0000 in	0.000 ft	0.000 in	0.000 ft

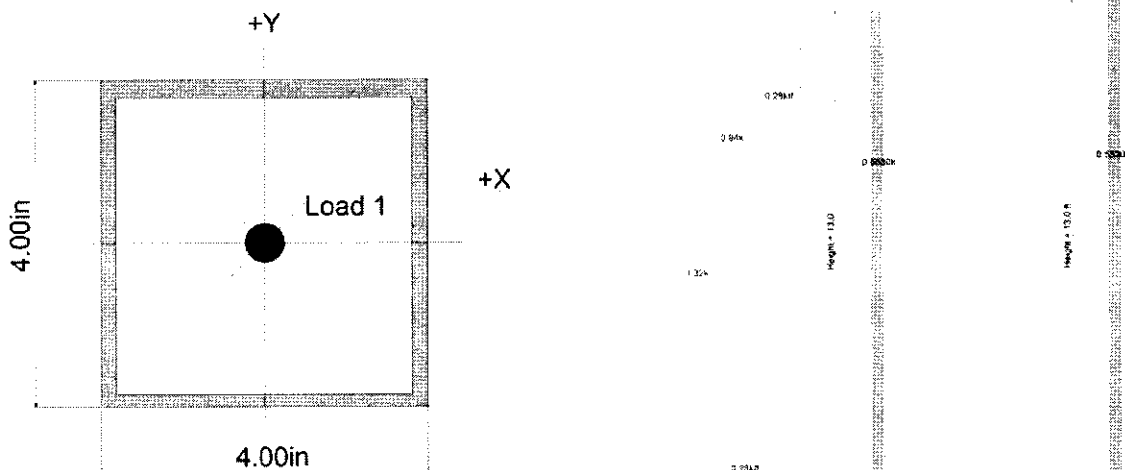
Steel Section Properties :

HSS4x4x3/16

Depth	=	4.000 in	I _{xx}	=	6.21 in ⁴	J	=	10.000 in ⁴
Design Thick	=	0.174 in	S _{xx}	=	3.10 in ³			
Width	=	4.000 in	R _{xx}	=	1.550 in			
Wall Thick	=	0.187 in	Z _x	=	3.670 in ³			
Area	=	2.580 in ²	I _{yy}	=	6.210 in ⁴	C	=	5.070 in ³
Weight	=	9.420 plf	S _{yy}	=	3.100 in ³			
			R _{yy}	=	1.550 in			

Ycg = 0.000 in

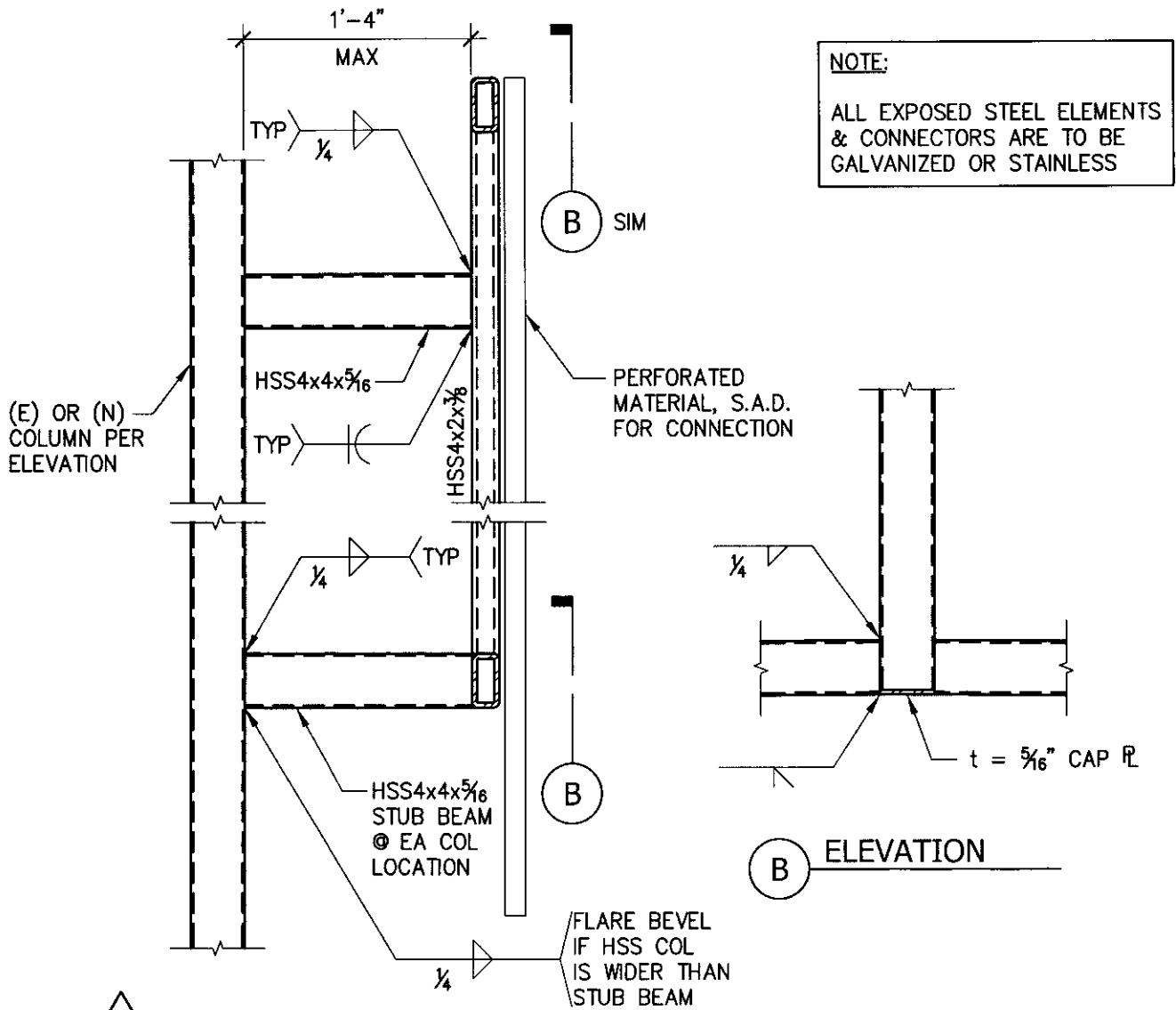
Sketches





Fremont High School Building B: Classroom Building
KPW Project No. 16C234

E.1 Connection Design



CCD 3-001

17

SUNSHADE FRAMING

From 3-S7.1

Scale: NTS

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

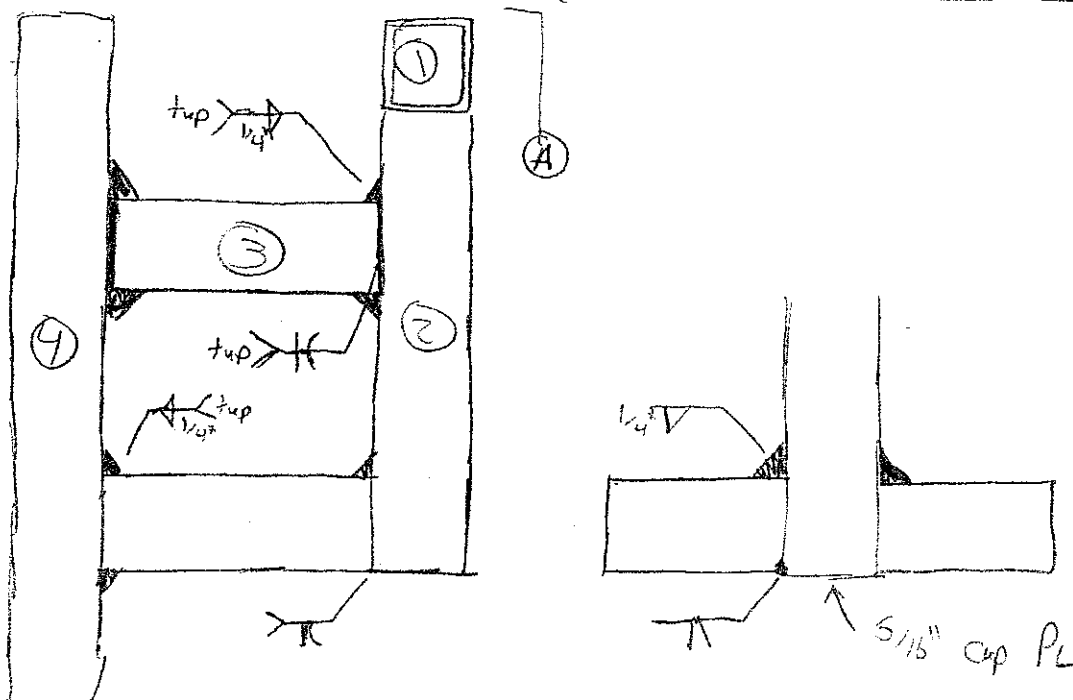
JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

Connection Design: LRFD Demand (U.O.N)Connection Detail:A① Sunshide Beam Weld $\frac{1}{4}$ " Fillet + Groove on each side

Just cheek fillets

$$\phi R_n = 1.392 D l \quad (\text{AISC Table J2.5})$$

$$D = 4 \quad l = 2"$$

$$\phi R_n = 1.392 \times 4 \times 2 = 11 \text{ kips} \times 2 = 22 \text{ kips}$$

$$R_u = 0.72^u + 1.4^u \cdot ft (\text{Frac Error}) = \underline{\underline{0.1 \text{ by inspection}}}$$

KPW

STRUCTURAL ENGINEERS, INC.

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303

WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

② Sun Shade Jamb Welds

3 fillet welds + 1 groove

$$\phi R_n = 1.392 D l$$

$$D = 4 \quad l = 4''$$

$$\phi R_n = 22.3 \text{ kips} \times 2 = 44.6 \text{ kips}$$

$$R_u = 1.94 \text{ k}$$

$$+ 4.56 \text{ k-ft}$$

- Ok by inspection③ Outrigger Connection

- Outerside already ok from ②

2 fillet welds on inner side

$$\phi R_n = 1.302 D l$$

$$D = 4 \quad l = 2''$$

$$\phi R_n = 11.1 \text{ k} \times 2 = 22.3 \text{ k}$$

$$R_u = V_u + P_u (\text{tension})$$

$$= 565 \text{ lbs} (\downarrow) + 1.3 \text{ k} (\rightarrow)$$

Ok by inspection

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

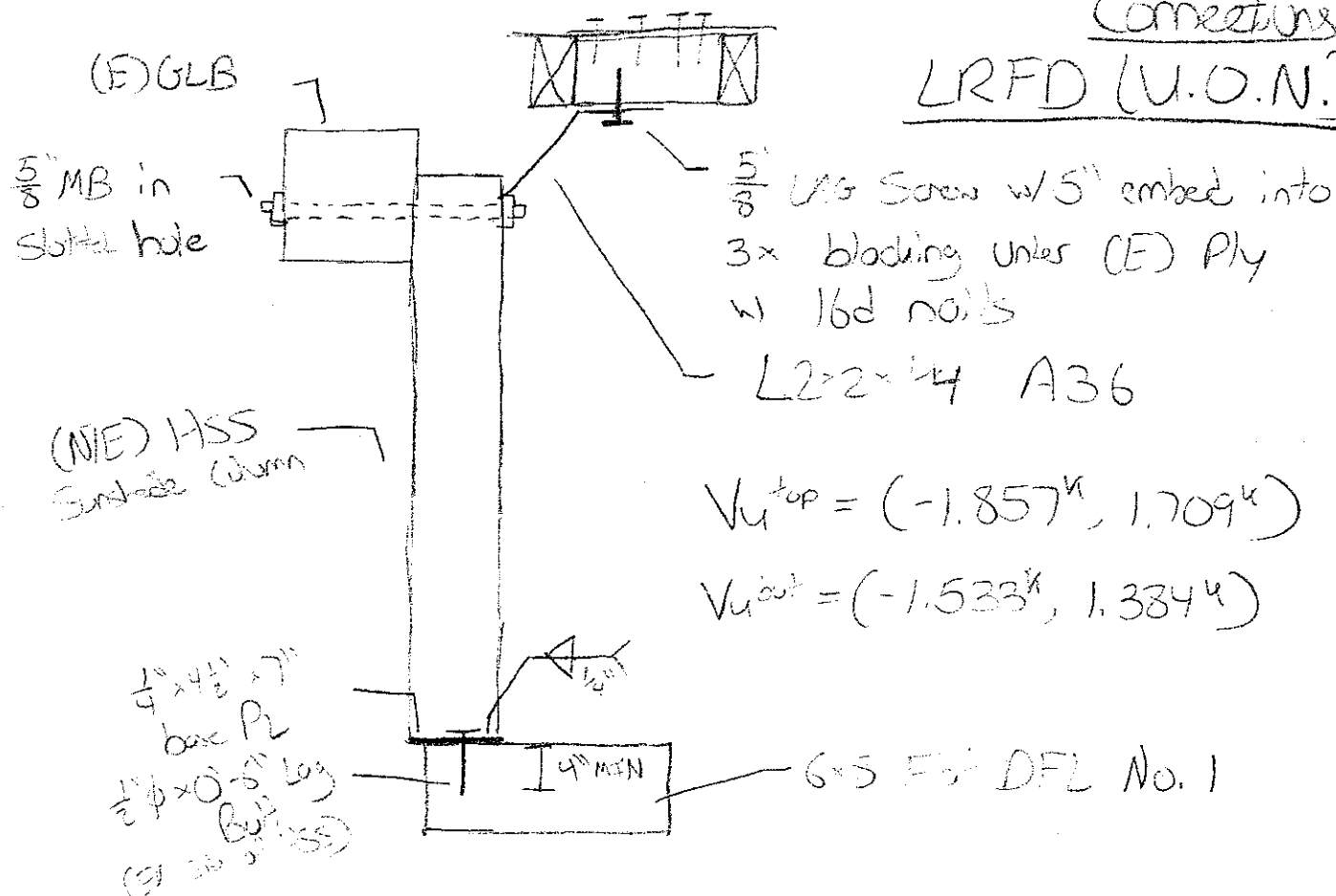
JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

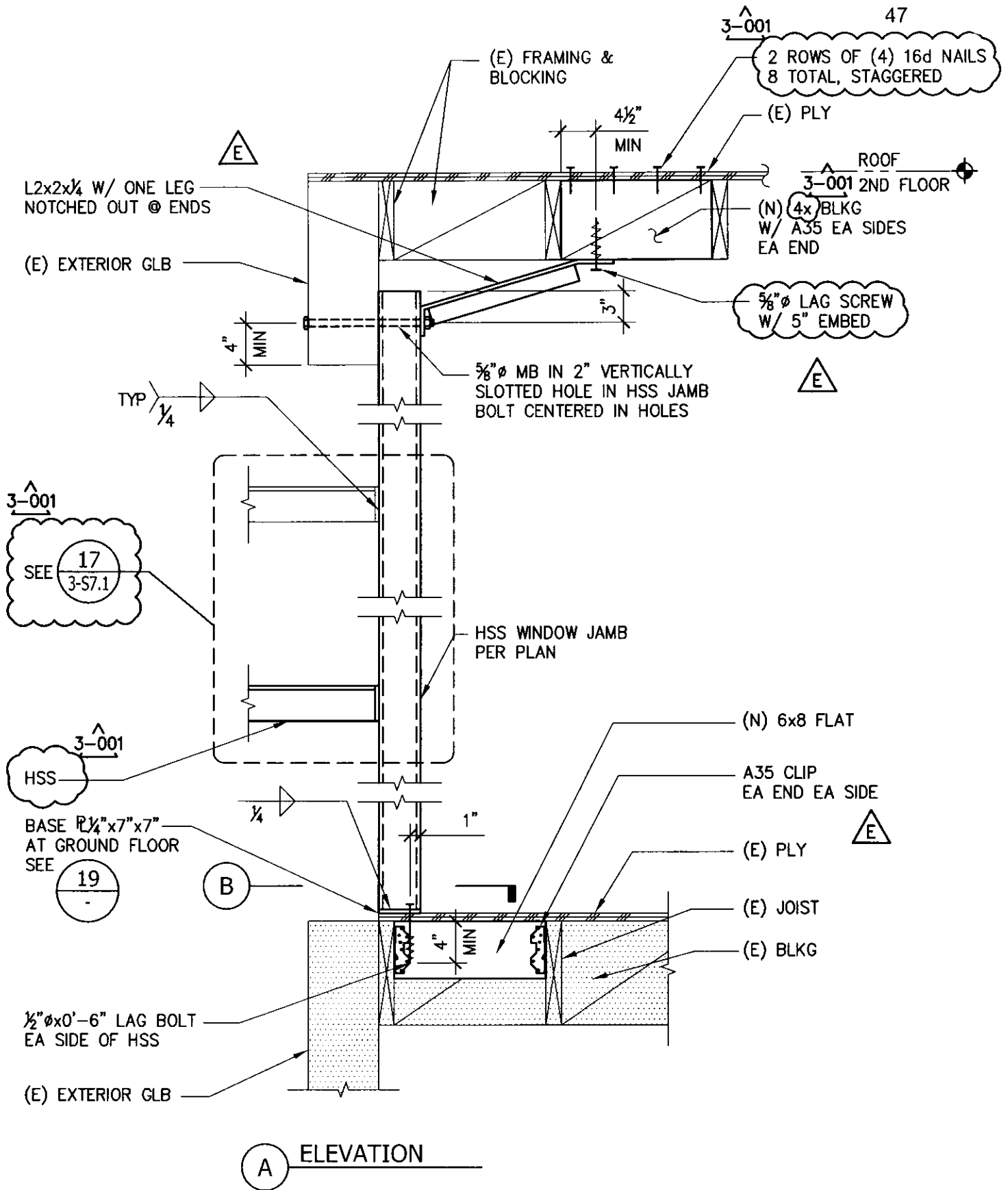
④ Check (New/Existing) HSS Col Top & BottomConnectionsLRFD (U.O.N.)

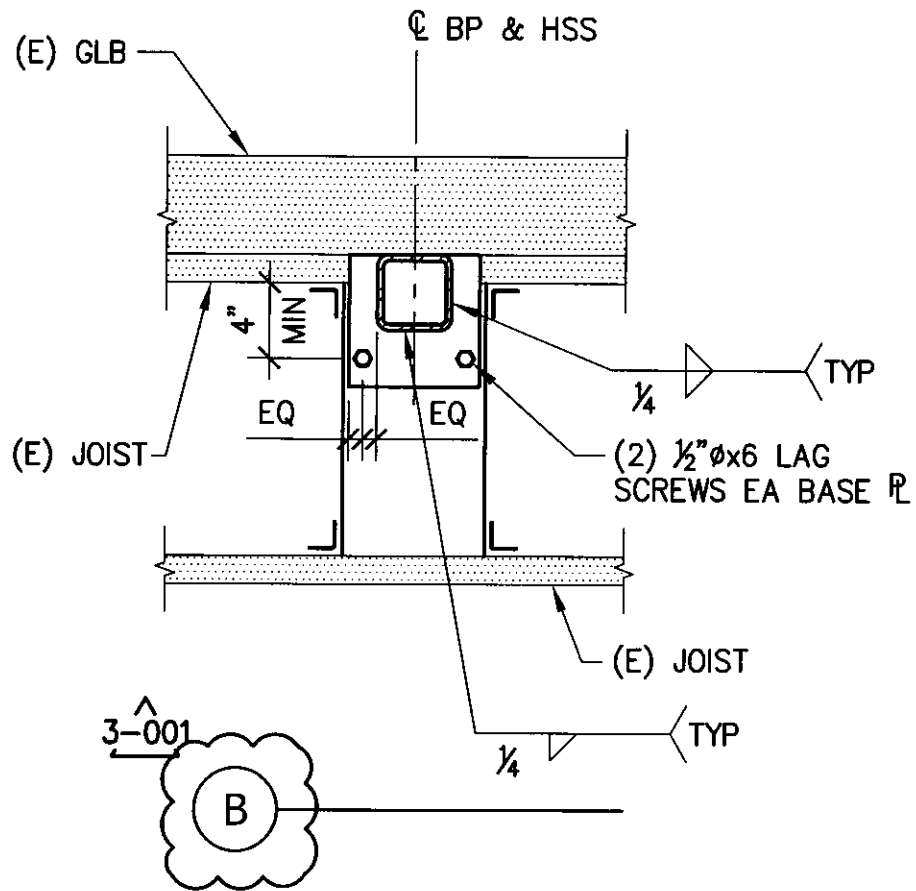
$$V_u^{top} = (-1.857^k, 1.709^k)$$

$$V_u^{bot} = (-1.533^k, 1.384^k)$$

Bottom:Weld between HSS and Base Plate:

- OK by inspection





From 3-S8.4

KPW

STRUCTURAL ENGINEERS, INC.

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

 $\frac{1}{2}" \phi \times 0'-6" \text{ LAG Bolts (2)}$: \leftarrow At base of column

- Using NDS Yield Limit Equations (Table 12.3.1A)

$$\phi Z'_{\text{bolt}} = 7831 \text{ lbs} \quad \text{- See attached}$$

- Use 2 bolts

$$\phi Z' = 15731 \text{ lbs}$$

$$Z_u = 15331 \text{ lbs}$$

$$\phi Z' > Z_u \quad \boxed{\text{OCR} = 0.97}$$

-(2) $\frac{1}{2}" \phi \times 0'-6" \text{ LAG Bolt du}$ (E) Correction at column base duAt base of column $6 \times 8 \text{ DFL}$: Check compression

$$F'_{c\perp} = F_{c\perp} \times C_M \times C_t \times C_i \times C_b \times K_F \times \phi$$

$$F_{c\perp} = 625 \text{ psi} \quad C_M = 1.0 = C_t = C_i = C_b$$

$$\phi = 0.90 \quad K_F = 1.67$$

$$F'_{c\perp} = 940 \text{ psi}$$

$$\text{Berley Area} = 7" \times 3" = 21 \text{ in}^2$$

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

$$\phi P_n = 19.74k \quad R_u = 18.5k$$

$$\boxed{DCR = 0.94}$$

G×8 DFL No.1 Cu

Top:

5/8" MB A307

$$V_u = 1.857k$$

$$f_u = 36ksi \text{ (A307 bolt)}$$

$$A_b = \pi (5/8")^2 / 4 = 0.31in^2$$

$$F_u = f_u A_b = 10.8k$$

$$\phi F_u = 0.9 \times 10.8 = 9.72k$$

$$\phi F_u > V_u \quad \boxed{DCR = 0.19}$$

5/8" MB A307 Cu

L2×2×1/4 A36:

$$\phi M_n = \phi \times Z \times f_y$$

$$= 0.9 \times 0.44in^3 \times 36ksi = 14.3k \cdot in$$

$$M_u = 1.857k \times \text{Distance between MB and Lag Screw}$$

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303

WWW.KPWSE.COM

PROJECT _____

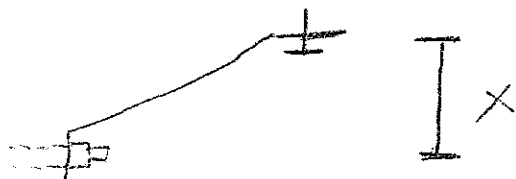
JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____



$$X_{max} = 14.31 \text{ in} / 1.857 \text{ k} = 7.7''$$

Say 6'' Max

$$M_u = 11.14 \text{ k} \cdot \text{in} < \phi M_n$$

$$\boxed{DCR = 0.78} \quad \underline{L2 \times 2 \times 1/4'' \text{ on}}$$

5/8" ϕ LAG Screw \times 5" embed - A307



$$V_u = 1.857 \text{ k}$$

V_u is broken down into Shear or withdrawal components based on α

$$\alpha = 0^\circ - \text{Pure Shear}$$

$$\alpha = 90^\circ - \text{Pure withdrawal}$$

$$\phi Z' \text{ (Via NDS Yield Equations 12.3.1A - See attached)}$$

$$= 2221 \text{ lbs (For } \alpha = 30^\circ \rightarrow \text{conservative assumption)}$$

KPW

STRUCTURAL ENGINEERS, INC.

 55 HARRISON STREET
 SUITE 550
 OAKLAND, CA 94607
 V. 510 208-3300
 F. 510 208-3303
 WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

$$W' = W \times C_m \times C_t \times C_{eg} \times C_{tn} \times K_F \times \phi$$

$$C_m = 1.0 = C_t = C_{eg} = C_{tn}$$

$$K_F = 3.32 \quad \phi = 0.65$$

$$W \text{ (NDS Table 12.2A)} = 447 \text{ lbs/in. embed}$$

$$W' = 965 \text{ lbs/in embed}$$

$$\text{Embed} = 5''$$

$$\phi W' = 4823 \text{ lbs}$$

- Check Interaction: Hankinson Formula

$$Z_\alpha = \frac{Z' W'}{Z' \sin^2 \alpha + W' \cos^2 \alpha}$$

- Based on formula, Z_α will be the least when $\alpha = 0$

- Pure shear case

$$-\phi Z' < \phi W'$$

$$Z_{\alpha, \min} = \phi Z' = 2221 \text{ lbs}$$

$$Z'_u = \sqrt{Z_u^2 + W_u^2}$$

$$= (1.857^2 \cos^2(\alpha) + 1.857^2 \sin^2(\alpha))^{1/2}$$

$$= \left[1.857^2 (\cos^2(\alpha) + \sin^2(\alpha)) \right]^{1/2} = 1$$

KPW

STRUCTURAL ENGINEERS, INC

 55 HARRISON STREET
 SUITE 550
 OAKLAND, CA 94607
 V. 510 208-3300
 F. 510 208-3303
 WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

$$Z_u' = 1.857 \text{ lbs}$$

$$\phi Z' = 2221 \text{ lbs (Conservative assumption)}$$

$$\phi Z' > Z_u' \quad \boxed{\text{OCR} = 0.84}$$

$$\frac{5''}{8} \phi \text{ LAG Screw} \times 5'' \text{ embed on}$$

Cheek 16d nails over (E) Ply - ASD Design

- Using NDS Table 12N

$$Z = 1051 \text{ lbs}$$

$$Z' = Z \times C_D \times C_M \times C_t \times C_g \times C_\Delta \times C_{eg} \times C_{di} \times C_{tn}$$

$$C_D = 1.6 \quad C_M = C_t = C_g = C_\Delta = C_{eg} = C_{tn} = 1.0$$

$$C_{di} = 1.1$$

$$Z' = 1851 \text{ lbs}$$

$$Z_u = 1134 \text{ lbs (From envelope ASD Data)}$$

- Use: (8) 16d nails

$$Z' = 1480 \text{ lbs} > Z_u \quad \boxed{\text{OCR} = 0.77}$$

- Use (2) rows of (4) 16d nails, staggered

NDS Yield Limit Check For Bottom Connection - 0.5"Ø x 0'-6" Lag Bolt

54



PROJECT	Fremont HS Sun Shade		
JOB NO.	16C234		
BY	AJD	DATE	8/14/2019
SHEET NO.	OF		

NDS 2018 Connection Yield Limit Check

Inputs			
D - fastener diameter (in.)			0.5 in
l_m - Dowel bearing length in main member (in.)			4 in
l_s - Dowel bearing length in side member (in.)			0.25 in
F_{em} - Dowel bearing strength of main member (psi)			5600 psi
F_{es} - Dowel bearing strength of side member (psi)			75000 psi
F_{yb} - Bending yield strength of fastener (psi)			45000 psi
θ - Angle between direction of load and direction of grain			0

Coefficients and Ratios			
R_e	0.07		
R_t	16.00		
k_1	0.49		
k_2	0.50		
k_3	7.56		

$$k_2 = \frac{\sqrt{R_e + 2R_e^2(1 + R_t + R_t^2) + R_t^2 R_e^3}}{(1 + R_e)} R_e(1 + R_t)$$

$$k_2 = -1 + \sqrt{2(1 + R_e) + \frac{2F_{yb}(1 + 2R_e)D^2}{3F_{em}\ell_m^2}}$$

$$k_3 = -1 + \sqrt{\frac{2(1 + R_e)}{R_e} + \frac{2F_{yb}(2 + R_e)D^2}{3F_{em}\ell_s^2}}$$

$$R_e = F_{em}/F_{es}$$

$$R_t = \ell_m/\ell_s$$

Single Shear			
I_m	2800 lbs	I_m	$Z = \frac{D \ell_m F_{em}}{R_t} \quad (12.3-1)$
I_s	2344 lbs	I_s	$Z = \frac{D \ell_s F_{es}}{R_e} \quad (12.3-2)$
II	1276 lbs	II	$Z = \frac{k_1 D \ell_s F_{es}}{R_e} \quad (12.3-3)$
III_m	1518 lbs	III_m	$Z = \frac{k_2 D \ell_m F_{em}}{(1 + 2R_e) R_s} \quad (12.3-4)$
III_s	797 lbs	III_s	$Z = \frac{k_3 D \ell_s F_{es}}{(2 + R_e) R_s} \quad (12.3-5)$
IV	977 lbs	IV	$Z = \frac{D^2}{R_e} \sqrt{\frac{2F_{yb}F_{es}}{3(1 + R_e)}} \quad (12.3-6)$
$Z_{min} =$	797 lbs		

Apply NDS Coefficients	
C_m Wet Service Factor (Table 11.3.3)	1
C_t - Temperature Factor (Table 2.3.3)	1
C_g - Group Action Factor (See attached)	0.91
C_d Geometry Factor (Table 12.5.1A)	0.5
C_{eg} End Grain Factor (12.5.2)	1
C_{di} Diaphragm Factor (12.5.3)	1
C_{tn} Toe-Nail Factor (12.5.4)	1
K_f Format Conversion Factor	3.32
ϕ - Resistance Factor	0.65
λ - Time Effect Factor (Table N3)	1
Z'	783 lbs
No. Bolts	2

Connection Strength 1567 lbs
DESIGN OK

C _g Calculation		
$C_g = \left[\frac{m(1 - m^{2n})}{n \left[(1 + R_{EA}m^n)(1 + m) - 1 + m^{2n} \right]} \right] \left[\frac{1 + R_{EA}}{1 - m} \right] \quad (11.3-1)$		
Inputs		
n - Number of fasteners in a row		2
R _{EA} - Stiffness Ratio Comparison		0.56
E _m - Modulus of elasticity, main member (psi)		2200000 psi
E _s - Modulus of elasticity, side member (psi)		29000000 psi
A _m - Gross cross sectional area of main member (in ²)		41.25 in ²
A _s - Sum of cross sectional area of side members (in ²)		1.75 in ²
s - Center to center spacing between adjacent fasteners in row (in)		6.5 in
γ - tabulated load/slip modulus for a connection (lbs/in)		95459.42 lbs/in
Ratios Coefficients		
u	1.009532	$m = u - \sqrt{u^2 - 1}$
m	0.871132	$u = 1 + \gamma \frac{s}{2} \left[\frac{1}{E_m A_m} + \frac{1}{E_s A_s} \right]$
C _g	0.91	

NDS Yield Limit Check For Top Connection - 0.5"Ø x 5" embed Lag Screw

56



PROJECT	Fremont HS Sun Shade		
JOB NO.	16C234		
BY	AJD	DATE	8/14/2019
SHEET NO.	OF		

NDS 2018 Connection Yield Limit Check			
Inputs			
D - fastener diameter (in.)			0.625 in
l_m - Dowel bearing length in main member (in.)			5 in
l_s - Dowel bearing length in side member (in.)			0.25 in
F_{em} - Dowel bearing strength of main member (psi)			5600 psi
F_{es} - Dowel bearing strength of side member (psi)			54000 psi
F_{yb} - Bending yield strength of fastener (psi)			45000 psi
θ - Angle between direction of load and direction of grain			30
Coefficients and Ratios			
R_e	0.10		
R_t	20.00		
k_1	0.83		
k_2	0.52		
k_3	8.58		
		$k_2 = \frac{\sqrt{R_e + 2R_e^2(1 + R_1 + R_1^2) + R_1^2 R_e^3} - R_e(1 + R_1)}{(1 + R_e)}$ $k_2 = -1 + \sqrt{\frac{2(1 + R_e) + \frac{2F_{yb}(1 + 2R_e)D^2}{3F_{em}l_m^2}}{R_e}}$ $k_3 = -1 + \sqrt{\frac{2(1 + R_e) + \frac{2F_{yb}(2 + R_e)D^2}{3F_{em}l_s^2}}{R_e}}$ $R_e = F_{em}/F_{es}$ $R_t = l_m/l_s$	
Single Shear			
I_m	4038 lbs	I_m	$Z = \frac{D l_m F_{em}}{R_e} \quad (12.3-1)$
I_s	1947 lbs	I_s	$Z = \frac{D l_s F_{em}}{R_s} \quad (12.3-2)$
II	1806 lbs	II	$Z = \frac{k_1 D l_s F_{em}}{R_s} \quad (12.3-3)$
III_m	2171 lbs	III_m	$Z = \frac{k_2 D l_m F_{em}}{(1 + 2R_e) R_s} \quad (12.3-4)$
III_s	1029 lbs	III_s	$Z = \frac{k_3 D l_s F_{em}}{(2 + R_e) R_s} \quad (12.3-5)$
IV	1390 lbs	IV	$Z = \frac{D^2}{R_e} \sqrt{\frac{2F_{em} F_{yb}}{3(1 + R_e)}} \quad (12.3-6)$
$Z_{min} =$	1029 lbs		
Apply NDS Coefficients			
C_d Load Duration Factor (ASD ONLY) (Table 2.3.2)			1.6
C_m Wet Service Factor (Table 11.3.3)			1
C_t - Temperature Factor (Table 2.3.3)			1
C_g - Group Action Factor			1
C_Δ Geometry Factor (Table 12.5.1A)			1
C_{eg} End Grain Factor (12.5.2)			1
C_{di} Diaphragm Factor (12.5.3)			1
C_{tn} Toe-Nail Factor (12.5.4)			1
K_f Format Conversion Factor			3.32
ϕ - Resistance Factor			0.65
λ - Time Effect Factor (Table N3)			1
Z'			2221 lbs
No. Bolts			1
Connection Strength		2221 lbs	
DESIGN OK			

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

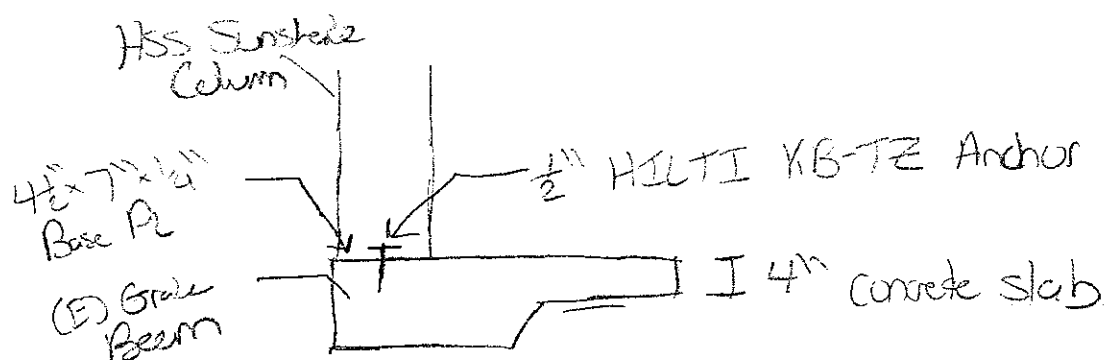
JOB NO. _____

BY _____

DATE _____

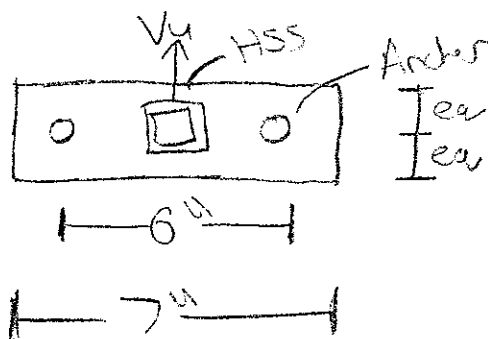
SHEET NO. _____

OF _____

First Floor Bottom Connection:

$$V_u = (-1.533k, 1.384k)$$

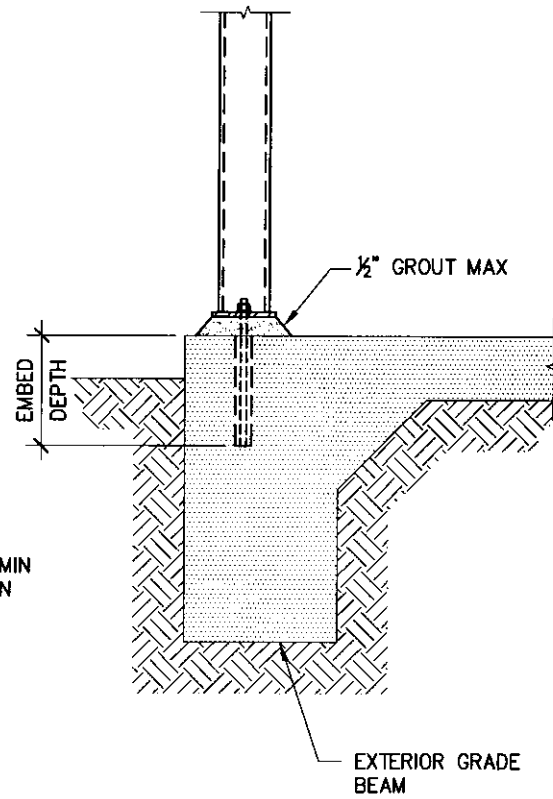
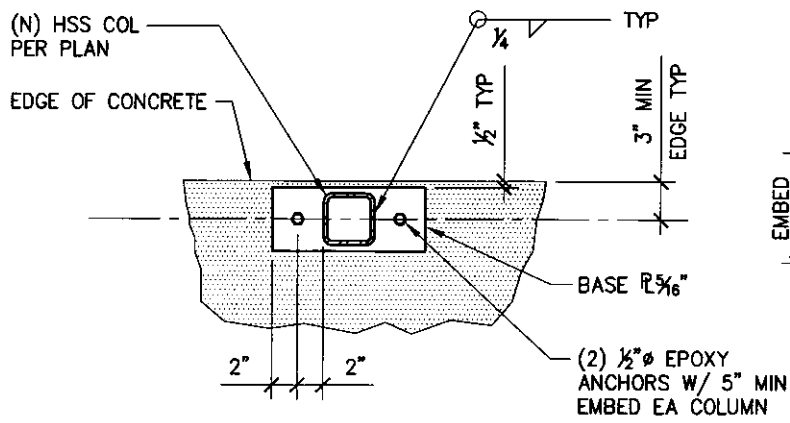
Anchor Profile:



- See details from HILTI Profis

- (2) HILTI KB-TZ 1/2" ϕ x 3.25" embed ok

$$\phi_{CR} = 0.86$$



3-001
18

SUN SHADE COLUMN ANCHORAGE

From 3-S8.4

Scale: NTS



Hilti PROFIS Engineering 3.0.47

HILTI Profis Report For KB-TZ anchors at column first floor bottom connection into concrete grade beam

www.hilti.com

Company: KPW
 Address: 55 Harrison Street, Suite 550, Oakland CA, 94607
 Phone | Fax: 5102083300 |
 Design: Sunshade First Floor Concrete Anchorage
 Fastening point:

Page: 1
 Specifier:
 E-Mail:
 Date: 8/14/2019

Specifier's comments:

1 Input data

Anchor type and diameter: Kwik Bolt TZ - CS 1/2 (3 1/4)

Item number: not available

Effective embedment depth: $h_{ef,act} = 3.250$ in., $h_{nom} = 3.625$ in.

Material: Carbon Steel

Evaluation Service Report: ESR-1917

Issued | Valid: 3/1/2019 | 5/1/2019

Proof: Design Method ACI 318-14 / Mech

Stand-off installation: $e_b = 0.000$ in. (no stand-off); $t = 0.313$ in.

Anchor plate^R: $l_x \times l_y \times t = 5.000$ in. \times 10.000 in. \times 0.313 in.; (Recommended plate thickness: not calculated)

Profile: no profile

Base material: cracked concrete, 2500, $f'_c = 2,500$ psi; $h = 6.000$ in.

Installation: hammer drilled hole, Installation condition: Dry

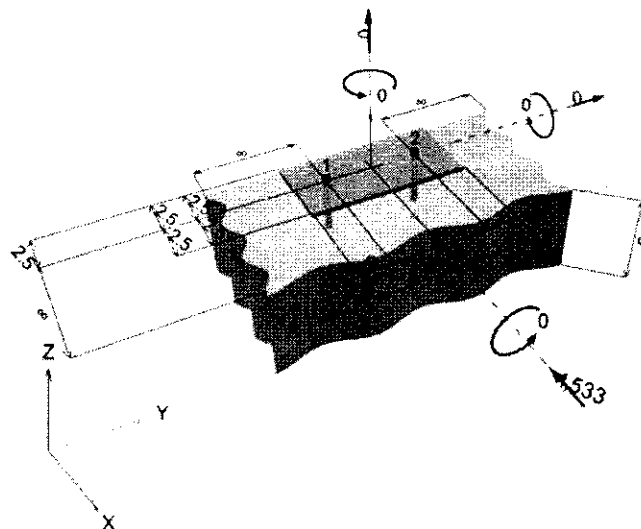
Reinforcement: tension: condition B, shear: condition B; no supplemental splitting reinforcement present
 edge reinforcement: none or \leq No. 4 bar



Conservative assumption,
 as-built shows 3000 psi
 concrete for slab on grade

^R - The anchor calculation is based on a rigid anchor plate assumption.

Geometry [in.] & Loading [lb, in.lb]



Input data and results must be checked for conformity with the existing conditions and for plausibility!
 PROFIS Engineering (c) 2003-2018 Hilti AG, FL-9494 Schaan Hilti is a registered Trademark of Hilti AG, Schaan

www.hilti.com

Company:	KPW	Page:	2
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade First Floor Concrete Anchorage	Date:	8/14/2019
Fastening point:			

1.1 Design results

Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	N = 0; V _x = -1,533; V _y = 0; M _x = 0; M _y = 0; M _z = 0;	no	86

2 Load case/Resulting anchor forces

Load case: Design loads

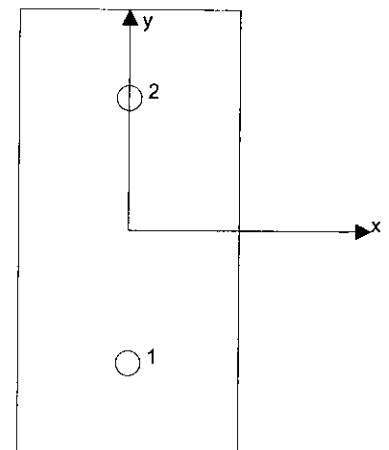
Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	0	767	-767	0
2	0	767	-767	0

max. concrete compressive strain: - [%]
 max. concrete compressive stress: - [psi]
 resulting tension force in (x/y)=(0.000/0.000): 0 [lb]
 resulting compression force in (x/y)=(0.000/0.000): 0 [lb]

Anchor forces are calculated based on the assumption of a rigid anchor plate.



3 Tension load

	Load N _{ua} [lb]	Capacity ϕ N _n [lb]	Utilization $\beta_N = N_{ua} / \phi N_n$	Status
Steel Strength*	N/A	N/A	N/A	N/A
Pullout Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	N/A	N/A	N/A	N/A

* highest loaded anchor **anchor group (anchors in tension)



Hilti PROFIS Engineering 3.0.47

www.hilti.com

Company:	KPW	Page:	3
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade First Floor Concrete Anchorage	Date:	8/14/2019
Fastening point:			

4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_V = V_{ua}/\phi V_n$	Status
Steel Strength*	767	3,572	22	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength**	1,533	7,274	22	OK
Concrete edge failure in direction x-**	1,533	1,792	86	OK

* highest loaded anchor **anchor group (relevant anchors)

4.1 Steel Strength

V_{sa} = ESR value refer to ICC-ES ESR-1917
 $\phi V_{steel} \geq V_{ua}$ ACI 318-14 Table 17.3.1.1

Variables

$A_{se,V}$ [in. ²]	f_{uta} [psi]
0.10	106,000

Calculations

V_{sa} [lb]
5,495

Results

V_{sa} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
5,495	0.650	3,572	767

www.hilti.com

Company:	KPW	Page:	4
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade First Floor Concrete Anchorage	Date:	8/14/2019
Fastening point:			

4.2 Pryout Strength

$$V_{cp} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-14 Eq. (17.5.3.1b)}$$

$$\phi V_{cp} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

$$A_{Nc} \text{ see ACI 318-14, Section 17.4.2.1, Fig. R 17.4.2.1(b)}$$

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-14 Eq. (17.4.2.1c)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_{N1}}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.4)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.5b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.7b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-14 Eq. (17.4.2.2a)}$$

Variables

k_{cp}	h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	3.250	0.000	0.000	2.500
$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f'_c [psi]
1.000	7.500	17	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
116.16	95.06	1.000	1.000	0.854	1.000	4,980

Results

V_{cp} [lb]	$\phi_{concrete}$	ϕV_{cp} [lb]	V_{ua} [lb]
10,392	0.700	7,274	1,533



Hilti PROFIS Engineering 3.0.47

www.hilti.com

Company:	KPW	Page:	5
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade First Floor Concrete Anchorage	Date:	8/14/2019
Fastening point:			

4.3 Concrete edge failure in direction x-

$$V_{cbg} = \left(\frac{A_{Vc}}{A_{Vc0}} \right) \psi_{ec,V} \psi_{ed,V} \psi_{c,V} \psi_{h,V} \psi_{parallel,V} V_b \quad \text{ACI 318-14 Eq. (17.5.2.1b)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

$$A_{Vc} \text{ see ACI 318-14, Section 17.5.2.1, Fig. R 17.5.2.1(b)}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-14 Eq. (17.5.2.1c)}$$

$$\psi_{ec,V} = \left(\frac{1}{1 + \frac{2e_v}{3c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.5)}$$

$$\psi_{ed,V} = 0.7 + 0.3 \left(\frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.6b)}$$

$$\psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.8)}$$

$$V_b = \left(7 \left(\frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f_c} c_{a1}^{1.5} \quad \text{ACI 318-14 Eq. (17.5.2.2a)}$$

Variables

c_{a1} [in.]	c_{a2} [in.]	$e_{c,v}$ [in.]	$\psi_{c,v}$	h_a [in.]
2.500	-	0.000	1.000	6.000
l_e [in.]	λ_a	d_a [in.]	f_c [psi]	$\psi_{parallel,V}$
3.250	1.000	0.500	2,500	1.000

Calculations

A_{Vc} [in. ²]	A_{Vc0} [in. ²]	$\psi_{ec,V}$	$\psi_{ed,V}$	$\psi_{h,V}$	V_b [lb]
50.63	28.13	1.000	1.000	1.000	1,422

Results

V_{cbg} [lb]	$\phi_{concrete}$	ϕV_{cbg} [lb]	V_{ua} [lb]
2,560	0.700	1,792	1,533

Hilti PROFIS Engineering 3.0.47**www.hilti.com**

Company:	KPW	Page:	6
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade First Floor Concrete Anchorage	Date:	8/14/2019
Fastening point:			

5 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2018, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Refer to the manufacturer's product literature for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Hilti post-installed anchors shall be installed in accordance with the Hilti Manufacturer's Printed Installation Instructions (MPII). Reference ACI 318-14, Section 17.8.1.

Fastening meets the design criteria!



Hilti PROFIS Engineering 3.0.47

www.hilti.com

Company: KPW
 Address: 55 Harrison Street, Suite 550, Oakland CA, 94607
 Phone | Fax: 5102083300 |
 Design: Sunshade First Floor Concrete Anchorage
 Fastening point:

Page: 7
 Specifier:
 E-Mail:
 Date: 8/14/2019

6 Installation data

Profile: no profile
 Hole diameter in the fixture: $d_f = 0.563$ in.
 Plate thickness (input): 0.313 in.
 Recommended plate thickness: not calculated
 Drilling method: Hammer drilled
 Cleaning: Manual cleaning of the drilled hole according to instructions for use is required.

Anchor type and diameter: Kwik Bolt TZ - CS 1/2 (3 1/4)

Item number: not available

Installation torque: 480 in.lb

Hole diameter in the base material: 0.500 in.

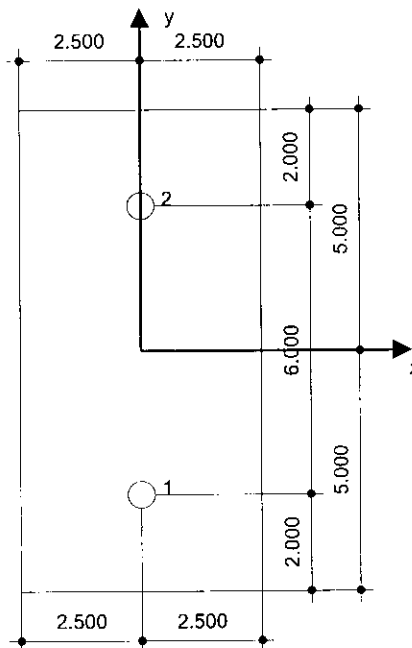
Hole depth in the base material: 4.000 in.

Minimum thickness of the base material: 6.000 in.

Hilti KB-TZ stud anchor with 3.625 in embedment, 1/2 (3 1/4), Carbon steel, installation per ESR-1917

6.1 Recommended accessories

Drilling	Cleaning	Setting
<ul style="list-style-type: none"> Suitable Rotary Hammer Properly sized drill bit 	<ul style="list-style-type: none"> Manual blow-out pump 	<ul style="list-style-type: none"> Torque controlled cordless impact tool Torque wrench Hammer



Coordinates Anchor in.

Anchor	x	y	c _x	c _{xx}	c _y	c _{yy}
1	0.000	-3.000	2.500	-	-	-
2	0.000	3.000	2.500	-	-	-

Input data and results must be checked for conformity with the existing conditions and for plausibility!
 PROFIS Engineering (c) 2003-2018 Hilti AG, FL-9494 Schaan Hilti is a registered Trademark of Hilti AG, Schaan

www.hilti.com

Company:	KPW	Page:	8
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade First Floor Concrete Anchorage	Date:	8/14/2019
Fastening point:			

7 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
- You must take all necessary and reasonable steps to prevent or limit damage caused by the Software. In particular, you must arrange for the regular backup of programs and data and, if applicable, carry out the updates of the Software offered by Hilti on a regular basis. If you do not use the AutoUpdate function of the Software, you must ensure that you are using the current and thus up-to-date version of the Software in each case by carrying out manual updates via the Hilti Website. Hilti will not be liable for consequences, such as the recovery of lost or damaged data or programs, arising from a culpable breach of duty by you.

KPW

STRUCTURAL ENGINEERS, INC

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
V. 510 208-3300
F 510 208-3303
WWW.KPWSE.COM

PROJECT

JOB NO.

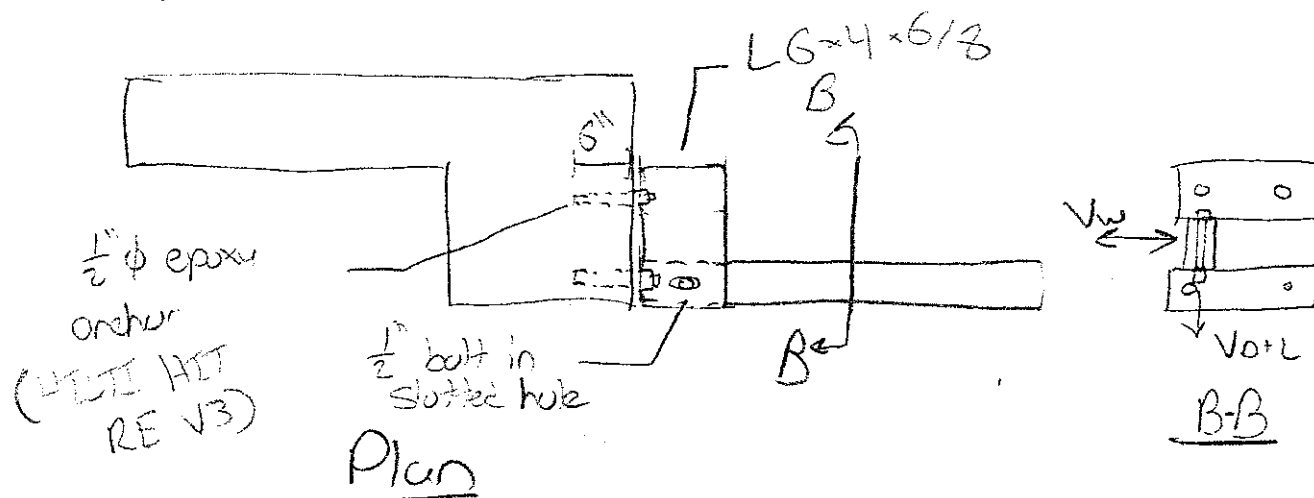
BY

DATE

SHEET NO.

OF

Sunshark to (E) Core Wall Connection



- Design epoxy anchor for shear loading due to wind + axial loading due to dead and live
- Check 1/2" ϕ bolt for shear due to wind

- Load combinations: (CBC 2016)

$$1.2D + 1.0W + 0.5L$$

$$1.2D + 1.6L$$

Dead Load: Length of beam = 8ft + at connection locations

$$D = (12.09 \text{ plf} \times 8 \text{ ft}) \quad \text{(Self-weight)}$$

$$+ 8 \text{ ft} \times 25 \text{ ft} \times 5 \text{ psf}$$

SunShark Weight

$$= 200 \text{ lbs}$$

KPW

STRUCTURAL ENGINEERS, INC.

55 HARRISON STREET
SUITE 550
OAKLAND, CA 94607
P. 510 208-3300
F. 510 208-3303
WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

Wire Load: $w = \pm 36.03 \text{ psf}$

$$W = 36.03 \text{ psf} \times 8 \text{ ft} \times 2.5 \text{ ft}$$

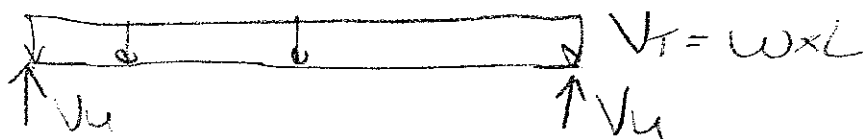
$$W = 720 \text{ lbs}$$

Live Load: Assume width of sunshade = 6"

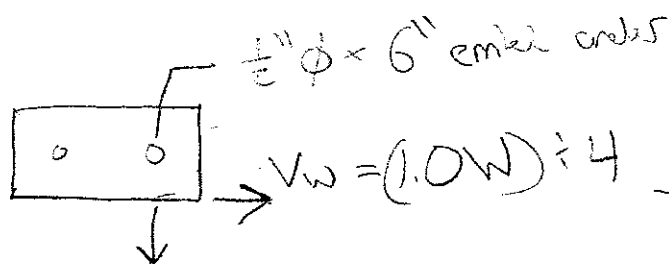
$$L = 6'' \times 8 \text{ ft} \times 20 \text{ psf}$$

$$= 80 \text{ lbs}$$

Concrete Leds - Model as simple beam (Conservative)



$$V_u = \frac{1}{2} V_{\text{total}}$$

Epoxy Anchor:

$$V_{v2} = (1.20 + 0.5L) \div 4$$

$\frac{1}{2}$ of total shear that
is then split
between two angles

$$V_w = 180 \text{ lbs}$$

$$V_{v2} = 70 \text{ lbs}$$

see attached form
HILTI 1003

$$\frac{1}{2}'' \times 6'' \text{ embed anchors on } \boxed{\phi CR = 0.24}$$

KPW

STRUCTURAL ENGINEERS, INC.

 55 HARRISON STREET
 SUITE 550
 OAKLAND, CA 94607
 V 510 208-3300
 F. 510 208-3303
 WWW.KPWSE.COM

PROJECT _____

JOB NO. _____

BY _____

DATE _____

SHEET NO. _____

OF _____

 $\frac{1}{2}" \phi$ A307 BOLT:

$$1.0W \div 2 = 360 \text{ lbs}$$

$$\phi V_n = 0.85 \times A_b \times f_y$$

$$= 0.85 \times \pi \left(\frac{1}{2}\right)^2 \div 4 \times 36 \text{ ksi}$$

$$= 7 \text{ k} >> 360 \text{ lbs} \quad \boxed{\text{OCR} = 0.05}$$

 $\frac{1}{2}" \phi$ A307 BOLT OKL 6x4x5/8:

$$M_u = (V_w + V_{D+L}) \div 4 \times 6''$$

Conservative, use full
length of horizontal leg

$$M_u = (1.0W + 1.2D + 0.5L) \div 4 \times 6''$$

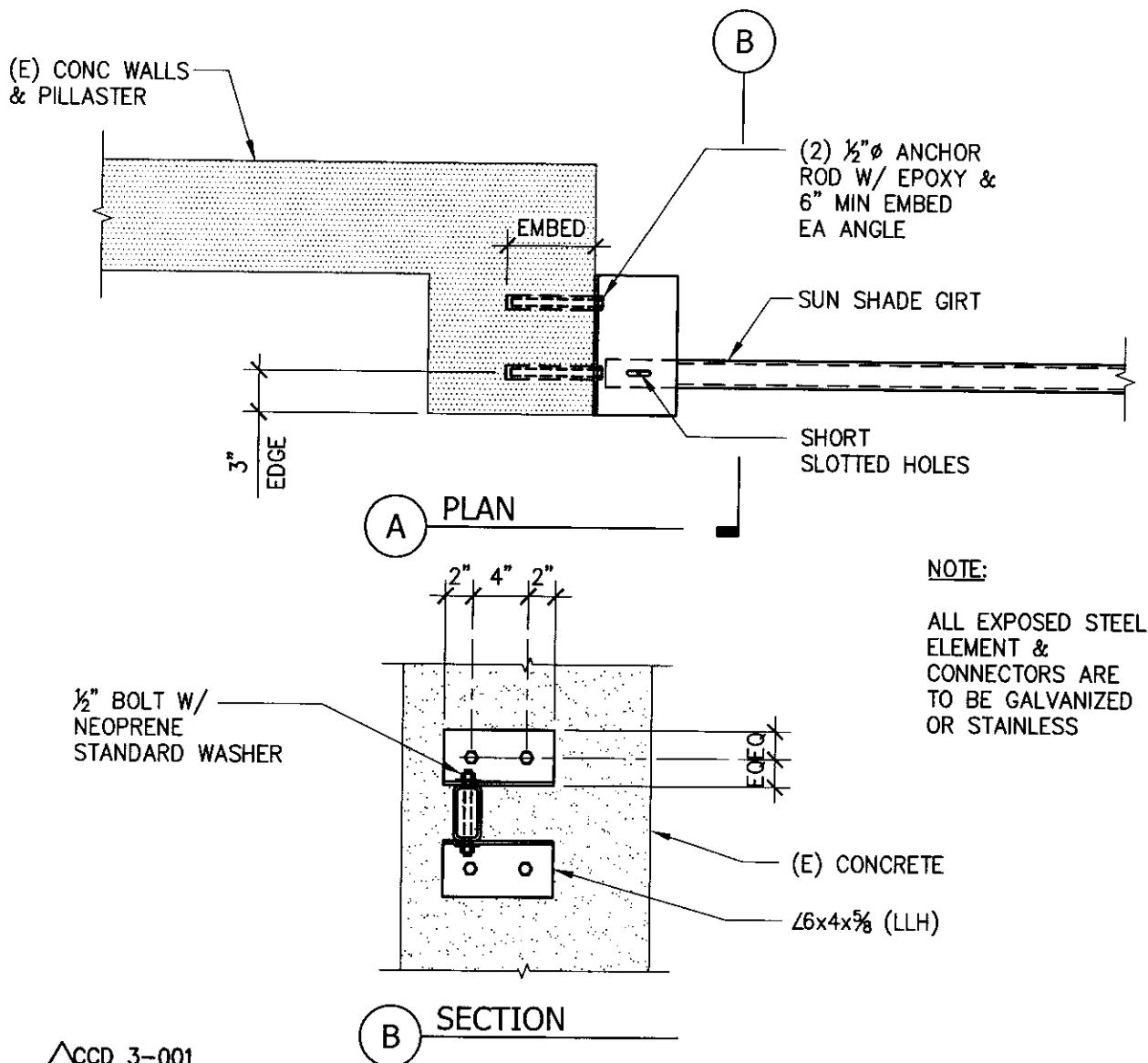
$$= 1500 \text{ lbs} \cdot \text{in} = 1.5 \text{ k} \cdot \text{in}$$

$$\phi M_n = 0.9 \times Z_y \times f_y$$

$$= 0.9 \times 4.56 \text{ in}^3 \times 36 \text{ ksi}$$

$$= 147.7 \text{ k} \cdot \text{in} >> 15 \text{ k} \cdot \text{in} \quad \boxed{\text{OCR} = 0.01}$$

L 6x4x5/8 OK



CCD 3-001

9

SUNSHADE TO (E) CONCRETE CONNECTION DETAIL

Scale: 1"=1'-0"

From 3-S5.3


Hilti PROFIS Engineering 3.0.47
**HILTI Profis Report For epoxy anchors at sun shade
beam connection into concrete shear wall**
www.hilti.com

Company: KPW
Address: 55 Harrison Street, Suite 550, Oakland CA, 94607
Phone | Fax: 5102083300 |
Design: Sunshade Girt to (E) Concrete Wall Connection
Fastening point:

Page: 1
Specifier:
E-Mail:
Date: 8/14/2019

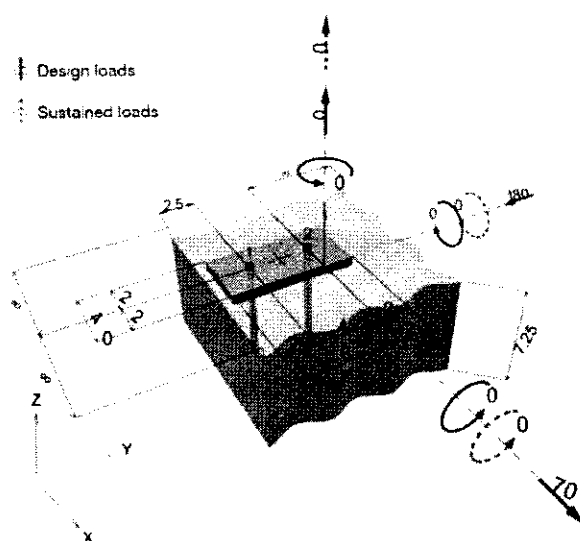
Specifier's comments:

1 Input data

Anchor type and diameter: HIT-RE 500 V3 + HAS-V-36 (ASTM F1554 Gr.36) 1/2
Item number: 2198023 HAS-V-36 1/2"x8" (element) / 2123401 HIT-RE 500 V3 (adhesive)
Effective embedment depth: $h_{ef,act} = 6.000$ in. ($h_{ef,limit} = -$ in.)
Material: ASTM A 1554 Grade 36
Evaluation Service Report: ESR-3814
Issued | Valid: 1/1/2019 | 1/1/2021
Proof: Design Method ACI 318-14 / Chem
Stand-off installation: $e_b = 0.000$ in. (no stand-off); $t = 0.625$ in.
Anchor plate^R: $l_x \times l_y \times t = 4.000$ in. x 8.000 in. x 0.625 in.; (Recommended plate thickness: not calculated)
Profile: no profile
Base material: cracked concrete, 2500 , $f'_c = 2,500$ psi; $h = 7.250$ in., Temp. short/long: 32/32 °F
Installation: **hammer drilled hole, Installation condition: Dry**
Reinforcement: tension: condition B, shear: condition B; no supplemental splitting reinforcement present
edge reinforcement: none or \leq No. 4 bar

^R - The anchor calculation is based on a rigid anchor plate assumption.

Geometry [in.] & Loading [lb, in.lb]



www.hilti.com

Company:	KPW	Page:	2
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade Girt to (E) Concrete Wall Connection	Date:	8/14/2019
Fastening point:			

1.1 Design results

Case	Description	Forces [lb] / Moments [in.lb]	Seismic	Max. Util. Anchor [%]
1	Combination 1	$N = 0; V_x = 70; V_y = -180;$ $M_x = 0; M_y = 0; M_z = 0;$ $N_{sus} = 0; M_{x,sus} = 0; M_{y,sus} = 0;$	no	24

2 Load case/Resulting anchor forces

Load case: Design loads

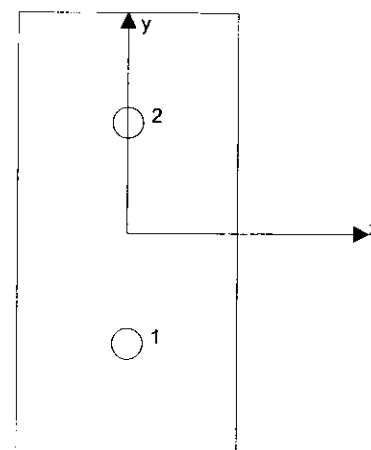
Anchor reactions [lb]

Tension force: (+Tension, -Compression)

Anchor	Tension force	Shear force	Shear force x	Shear force y
1	0	127	-90	-90
2	0	184	160	-90

max. concrete compressive strain: - [%]
max. concrete compressive stress: - [psi]
resulting tension force in (x/y)=(0.000/0.000): 0 [lb]
resulting compression force in (x/y)=(0.000/0.000): 0 [lb]

Anchor forces are calculated based on the assumption of a rigid anchor plate.



3 Tension load

	Load N_{ua} [lb]	Capacity ϕN_n [lb]	Utilization $\beta_N = N_{ua}/\phi N_n$	Status
Steel Strength*	N/A	N/A	N/A	N/A
Bond Strength**	N/A	N/A	N/A	N/A
Sustained Tension Load Bond Strength*	N/A	N/A	N/A	N/A
Concrete Breakout Failure**	N/A	N/A	N/A	N/A

* highest loaded anchor **anchor group (anchors in tension)



Hilti PROFIS Engineering 3.0.47

www.hilti.com

Company:	KPW	Page:	3
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade Girt to (E) Concrete Wall Connection	Date:	8/14/2019
Fastening point:			

4 Shear load

	Load V_{ua} [lb]	Capacity ϕV_n [lb]	Utilization $\beta_v = V_{ua}/\phi V_n$	Status
Steel Strength*	184	3,211	6	OK
Steel failure (with lever arm)*	N/A	N/A	N/A	N/A
Pryout Strength (Concrete Breakout Strength controls)*	127	4,376	3	OK
Concrete edge failure in direction y-**	241	1,038	24	OK

* highest loaded anchor **anchor group (relevant anchors)

4.1 Steel Strength

V_{sa} = ESR value refer to ICC-ES ESR-3814
 $\phi V_{steel} \geq V_{ua}$ ACI 318-14 Table 17.3.1.1

Variables

$A_{se,v}$ [in. ²]	f_{uta} [psi]
0.14	58,000

Calculations

V_{sa} [lb]
4,940

Results

V_{sa} [lb]	ϕ_{steel}	ϕV_{sa} [lb]	V_{ua} [lb]
4,940	0.650	3,211	184

www.hilti.com

Company: KPW
Address: 55 Harrison Street, Suite 550, Oakland CA, 94607
Phone / Fax: 5102083300 |
Design: Sunshade Girt to (E) Concrete Wall Connection
Fastening point:

Page: 4
Specifier:
E-Mail:
Date: 8/14/2019

4.2 Pryout Strength (Concrete Breakout Strength controls)

$$V_{cp} = k_{cp} \left[\left(\frac{A_{Nc}}{A_{Nc0}} \right) \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \right] \quad \text{ACI 318-14 Eq. (17.5.3.1a)}$$

$$\phi V_{cp} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

$$A_{Nc} \text{ see ACI 318-14, Section 17.4.2.1, Fig. R 17.4.2.1(b)}$$

$$A_{Nc0} = 9 h_{ef}^2 \quad \text{ACI 318-14 Eq. (17.4.2.1c)}$$

$$\psi_{ec,N} = \left(\frac{1}{1 + \frac{2 e_N}{3 h_{ef}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.4)}$$

$$\psi_{ed,N} = 0.7 + 0.3 \left(\frac{c_{a,min}}{1.5 h_{ef}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.5b)}$$

$$\psi_{cp,N} = \text{MAX} \left(\frac{c_{a,min}}{c_{ac}}, \frac{1.5 h_{ef}}{c_{ac}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.4.2.7b)}$$

$$N_b = k_c \lambda_a \sqrt{f'_c} h_{ef}^{1.5} \quad \text{ACI 318-14 Eq. (17.4.2.2a)}$$

Variables

k_{cp}	h_{ef} [in.]	$e_{c1,N}$ [in.]	$e_{c2,N}$ [in.]	$c_{a,min}$ [in.]
2	6.000	0.000	0.000	2.500
$\psi_{c,N}$	c_{ac} [in.]	k_c	λ_a	f'_c [psi]
1.000	16.376	17	1.000	2,500

Calculations

A_{Nc} [in. ²]	A_{Nc0} [in. ²]	$\psi_{ec1,N}$	$\psi_{ec2,N}$	$\psi_{ed,N}$	$\psi_{cp,N}$	N_b [lb]
103.50	324.00	1.000	1.000	0.783	1.000	12,492

Results

V_{cp} [lb]	$\phi_{concrete}$	ϕV_{cp} [lb]	V_{ua} [lb]
6,252	0.700	4,376	127



Hilti PROFIS Engineering 3.0.47

www.hilti.com

Company: KPW
 Address: 55 Harrison Street, Suite 550, Oakland CA, 94607
 Phone | Fax: 5102083300 |
 Design: Sunshade Girt to (E) Concrete Wall Connection
 Fastening point:

Page: 5
 Specifier:
 E-Mail:
 Date: 8/14/2019

4.3 Concrete edge failure in direction y-

$$V_{cbg} = \left(\frac{A_{Vc}}{A_{Vc0}} \right) \psi_{ec,V} \psi_{ed,V} \psi_{c,V} \psi_{h,V} \psi_{parallel,V} V_b \quad \text{ACI 318-14 Eq. (17.5.2.1b)}$$

$$\phi V_{cbg} \geq V_{ua} \quad \text{ACI 318-14 Table 17.3.1.1}$$

$$A_{Vc} \text{ see ACI 318-14, Section 17.5.2.1, Fig. R 17.5.2.1(b)}$$

$$A_{Vc0} = 4.5 c_{a1}^2 \quad \text{ACI 318-14 Eq. (17.5.2.1c)}$$

$$\psi_{ec,V} = \left(\frac{1}{1 + \frac{2e_v}{3c_{a1}}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.5)}$$

$$\psi_{ed,V} = 0.7 + 0.3 \left(\frac{c_{a2}}{1.5c_{a1}} \right) \leq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.6b)}$$

$$\psi_{h,V} = \sqrt{\frac{1.5c_{a1}}{h_a}} \geq 1.0 \quad \text{ACI 318-14 Eq. (17.5.2.8)}$$

$$V_b = \left(7 \left(\frac{l_e}{d_a} \right)^{0.2} \sqrt{d_a} \right) \lambda_a \sqrt{f'_c} c_{a1}^{1.5} \quad \text{ACI 318-14 Eq. (17.5.2.2a)}$$

Variables

c_{a1} [in.]	c_{a2} [in.]	e_{cV} [in.]	$\psi_{c,V}$	h_a [in.]
2.500	-	0.000	1.000	7.250
l_e [in.]	λ_a	d_a [in.]	f'_c [psi]	$\psi_{parallel,V}$
4.000	1.000	0.500	2,500	1.000

Calculations

A_{Vc} [in. ²]	A_{Vc0} [in. ²]	$\psi_{ec,V}$	$\psi_{ed,V}$	$\psi_{h,V}$	V_b [lb]
28.13	28.13	1.000	1.000	1.000	1,483

Results

V_{cbg} [lb]	$\phi_{concrete}$	ϕV_{cbg} [lb]	V_{ua} [lb]
1,483	0.700	1,038	241



Hilti PROFIS Engineering 3.0.47**www.hilti.com**

Company:	KPW	Page:	6
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade Girt to (E) Concrete Wall Connection	Date:	8/14/2019
Fastening point:			

5 Warnings

- The anchor design methods in PROFIS Engineering require rigid anchor plates per current regulations (AS 5216:2018, ETAG 001/Annex C, EOTA TR029 etc.). This means load re-distribution on the anchors due to elastic deformations of the anchor plate are not considered - the anchor plate is assumed to be sufficiently stiff, in order not to be deformed when subjected to the design loading. PROFIS Engineering calculates the minimum required anchor plate thickness with CBFEM to limit the stress of the anchor plate based on the assumptions explained above. The proof if the rigid anchor plate assumption is valid is not carried out by PROFIS Engineering. Input data and results must be checked for agreement with the existing conditions and for plausibility!
- Condition A applies where the potential concrete failure surfaces are crossed by supplementary reinforcement proportioned to tie the potential concrete failure prism into the structural member. Condition B applies where such supplementary reinforcement is not provided, or where pullout or pryout strength governs.
- Design Strengths of adhesive anchor systems are influenced by the cleaning method. Refer to the INSTRUCTIONS FOR USE given in the Evaluation Service Report for cleaning and installation instructions.
- For additional information about ACI 318 strength design provisions, please go to <https://submittals.us.hilti.com/PROFISAnchorDesignGuide/>
- Installation of Hilti adhesive anchor systems shall be performed by personnel trained to install Hilti adhesive anchors. Reference ACI 318-14, Section 17.8.1.

Fastening meets the design criteria!



Hilti PROFIS Engineering 3.0.47

www.hilti.com

Company: KPW
 Address: 55 Harrison Street, Suite 550, Oakland CA, 94607
 Phone / Fax: 5102083300 |
 Design: Sunshade Girt to (E) Concrete Wall Connection
 Fastening point:

Page: 7
 Specifier:
 E-Mail:
 Date:

8/14/2019

6 Installation data

Profile: no profile

Hole diameter in the fixture: $d_f = 0.563$ in.

Plate thickness (input): 0.625 in.

Recommended plate thickness: not calculated

Drilling method: Hammer drilled

Cleaning: Compressed air cleaning of the drilled hole according to instructions
 for use is required

Anchor type and diameter: HIT-RE 500 V3 + HAS-V-36
 (ASTM F1554 Gr.36) 1/2

Item number: 2198023 HAS-V-36 1/2"x8" (element) /
 2123401 HIT-RE 500 V3 (adhesive)

Installation torque: 360 in.lb

Hole diameter in the base material: 0.563 in.

Hole depth in the base material: 6.000 in.

Minimum thickness of the base material: 7.250 in.

1/2 Hilti HAS Carbon steel threaded rod with Hilti HIT-RE 500 V3

6.1 Recommended accessories

Drilling

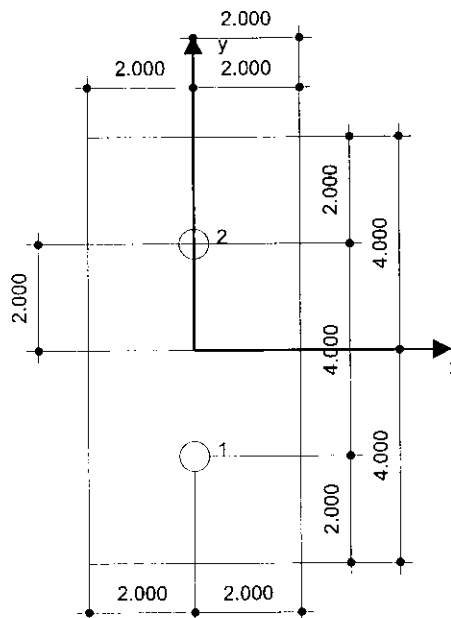
- Suitable Rotary Hammer
- Properly sized drill bit

Cleaning

- Compressed air with required accessories to blow from the bottom of the hole
- Proper diameter wire brush

Setting

- Dispenser including cassette and mixer
- Torque wrench



Coordinates Anchor in.

Anchor	x	y	c _x	c _{+x}	c _y	c _{+y}
1	0.000	-2.000	-	-	2.500	-
2	0.000	2.000	-	-	6.500	-

Input data and results must be checked for conformity with the existing conditions and for plausibility!
 PROFIS Engineering (c) 2003-2018 Hilti AG, FL-9494 Schaan Hilti is a registered Trademark of Hilti AG, Schaan

www.hilti.com

Company:	KPW	Page:	8
Address:	55 Harrison Street, Suite 550, Oakland CA, 94607	Specifier:	
Phone Fax:	5102083300	E-Mail:	
Design:	Sunshade Girt to (E) Concrete Wall Connection	Date:	8/14/2019
Fastening point:			

7 Remarks; Your Cooperation Duties

- Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the user. All figures contained therein are average figures, and therefore use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data you put in. Therefore, you bear the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by you. Moreover, you bear sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for your specific facility. The Software serves only as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application.
- You must take all necessary and reasonable steps to prevent or limit damage caused by the Software. In particular, you must arrange for the regular backup of programs and data and, if applicable, carry out the updates of the Software offered by Hilti on a regular basis. If you do not use the AutoUpdate function of the Software, you must ensure that you are using the current and thus up-to-date version of the Software in each case by carrying out manual updates via the Hilti Website. Hilti will not be liable for consequences, such as the recovery of lost or damaged data or programs, arising from a culpable breach of duty by you.



ADDITIONAL SERVICE REQUEST

16

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.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: September 17, 2018
OWNER: Oakland Unified School District – Attn: Huy Hoang

WORK: **Building B MPoE Relocation**

SCOPE OF SERVICES:

LCA facilitated a conference call with representatives from OUSD, Cahill, Calichi Design Group, and EDesignC on May 9th, 2019 to discuss underground utility coordination related to the Modernization of Bldg B and construction of new Gymnasium. That discussion led to direction from OUSD to proceed with redesign of site electrical systems to create a new Main Point of Entry (MPoE) for the campus on the ground floor of Building B as part of our Increment 3 work. This relieves congestion in the existing location in the basement of Building C and provides OUSD with a more convenient location to consolidate services for Fremont High School.

Followup site meetings occurred in conjunction with OAC meetings on May 15th and May 29th, and a conference call occurred on May 30th for final coordination prior to issuing the bulletins for Increments 2, 3 & 4, which documented the necessary revisions.


For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

	Fee
LCA Architects	\$5,000.00
Calichi Design Group - Civil	\$8,000.00
EDesignC Electrical Engineers	\$1,800.00
Total (fixed fee)	\$14,800.00

If you have any questions, please let us know.
We look forward to being of assistance with this additional work.

Thank you,


Carl Campos, CEO
LCA Architects

9/17/19

DATE

DISTRICT REPRESENTATIVE
Authorization of Additional Services indicated

DATE

ATTACHMENTS

- **Exhibit A** – 2019 Hourly Fee Schedule (1 page)
- **Exhibit B** – Consultant Proposals – Calichi Design Group (7 pages), EDesignC (1 page)
- **Exhibit C** – Bulletin 2-027 MPoE Tie In, 3-002 Bldg B MPoE, 4-016 Stadium Electrical (16 pages)



Exhibit A – 2019 HOURLY FEE SCHEDULE*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<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.	\$170.00/hr.
<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/hr.
<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	0.58/mile**
<i>Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.</i>	
<i>Overtime</i> - 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 01/01/2019. Subject to change quarterly.



EXHIBIT B

CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 1

September 16, 2019

Mr. Joel Williams

Architect

LCA Architects, Inc.

590 Ygnacio Valley Road, Suite 310

Walnut Creek, CA 94596

(925) 944-1626

RE: Additional Service Request (ASR) #3 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations MPOE Coordination and Revisions

Mr. Williams:

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

PROJECT UNDERSTANDING: This ASR #3 is based on the required revisions to the proposed utility plans in response to the contractor potholing data of the existing MPOE main trunk line through the site.

The following assumptions have been used to draft this ASR:

- There are no changes to the legal property boundary or easements.
- The standards and practices in effect at all agencies having jurisdiction at the time of this ASR will remain unchanged and in effect throughout the course of the Project. Should there be changes to the development code, or revisions to the standards that will result in changes to the scope of services or project as presented, CDG will provide revisions to the plans and supplemental studies, as required. This work will be completed under a separate contract.

The following items, if required, will be provided by others:

- Payment of all Permit or Impact Fees resulting from the revisions.

The following items, if required or desired, may be provided as an Additional Service:

- Physical Utility Exploration, Potholing, Mechanical Detection, Verification, Testing, or Inspections
- Certifications or Liability Releases

SCOPE OF SERVICES:

Task 1: MPOE Revisions of Construction Documents – CDG revised the proposed utility, grading, and demolition plans multiple times due to the incremental unearthing and potholing of the existing MPOE main trunk line through the site.

Deliverable: Electronic copies (AutoCAD and pdf) of the revised plans.

Additional Services - Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis. Subsequent iterations of any of the Tasks listed above can be undertaken using for the same scope and fee that appears above if undertaken within 6 months of the date of this ASR. 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. In addition to this remedy, the Client has the option to renegotiate lump sum fees for additional consulting services.



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 2

Information Provided By Client - CDG shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The following information shall be provided by the Client:

- Signed ASR
- Legal access to the site
- Previous project submittals, conditions of approval or other correspondence with agencies
- Comprehensive utility as-builts in pdf format for the site
- 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.

Use of Information - The Client may use the information produced as part of its due diligence, but should not use it as the sole basis for the Client's decision making. 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 ASR 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 term "the Client" shall refer to LCA Architects, Inc.



CALICHI DESIGN GROUP

3240 Penata Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 3

METHOD OF COMPENSATION: *Additional Service Request (ASR) #2 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations Increments 3 and 4*

Task	Task Description	Labor Fee
1	MPOE Revisions of Construction Documents	\$ 8,000

Fees listed above are Lump Sum unless specified otherwise. All Terms and Conditions shall be per the Base Contract dated December 16, 2015.

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute this ASR in the spaces provided below and return a copy to us by email. Fees and times stated in this ASR are valid for thirty (30) days after the date of this letter.

We appreciate the opportunity to present this proposal to you. Please do not hesitate to contact me if you have any questions.

CaliChi Design Group

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

TITLE: Principal

DATE: September 16, 2019



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 4

ATTACHMENT A

CALICHI DESIGN GROUP, LLC

PROJECT TIME AND EXPENSES

FILTERS USED :

Project : Selected Items (1)

Time Expense Date : 1/1/1970 To 12/31/2020

* A=Approved , B= Billable , S= Submit , Bd = Billed , x = Xtra

DATE	DESCRIPTION	HOURS	CLIENT HOURS/UNITS	RATE	COST	CHARGE	*
Project: 16.023.003 - 025 INC4 Existing Duct Bank and Utility Coordination							
<i>Services</i>							
<i>Employee</i>							
<i>Johnson, Mark</i>							
8/20/2019	Includes: Labels, callouts, annotations, all sheets listed per contract, add'l as needed	3.00	3.00	\$135.00	\$133.32	\$405.00	A B
	INC-4 utility revisions. BMP detail revised per structural						
	<i>Johnson, Mark Total:</i>	3.00	3.00		\$133.32	\$405.00	
<i>Landes, Stephen</i>							
6/18/2019	Other Project time not charged elsewhere	1.00	1.00	\$165.00	\$82.21	\$165.00	A B
	Bulletin 4-004.3 FHS Inc 2 Utility QC						
	<i>Landes, Stephen Total:</i>	1.00	1.00		\$82.21	\$165.00	
<i>Prianto, Reco</i>							
6/20/2019	RFIs	2.50	2.50	\$205.00	\$334.60	\$512.50	A B
	Call with Joel about ex. utilities						
	Review exhibit of Duct Bank from Cahill with Arch, then Patrick, formulate plan to re-route proposed utilities						
5/9/2019	Includes both in-person and over the phone or computer	1.00	1.00	\$205.00	\$113.41	\$205.00	A B
	Utility Coordination Call						
	<i>Prianto, Reco Total:</i>	3.50	3.50		\$448.01	\$717.50	
<i>Schlehr, Patrick</i>							
8/26/2019	Includes both in-person and over the phone or computer	0.25	0.25	\$165.00	\$16.94	\$41.25	A B
	Call from Karl Pierce - "What of the ex. sump pump at bottom of stairs" D-Line (sub-contractor) doesn't know what to do. > need to bring to the attention of the OUSD.						
7/12/2019	BASE x-ref setup, Coordination with Design Team,	3.00	3.00	\$165.00	\$203.28	\$495.00	A B
	Bulletin 4-004.5						
7/10/2019	Includes both in-person and over the phone or computer	2.00	2.00	\$165.00	\$135.52	\$330.00	A B
	Conf call with LCA and Cahill, Civil Utility Coordination, sheet updates with Kai						
7/9/2019	BASE x-ref setup, Coordination with Design Team,	3.00	3.00	\$165.00	\$203.28	\$495.00	A B
	Sketch revision to drop SD profile under Duct bank, verified, followup call scheduled with team tomorrow.						
7/9/2019	RFIs	1.50	1.50	\$165.00	\$101.64	\$247.50	A B
	RFI 4-089 Demo of Water Tank Between Gym & Library						
7/1/2019	Other Project time not charged elsewhere	0.25	0.25	\$165.00	\$19.99	\$41.25	A B
	RFI 4-004.3 Followup with Frank (Cahill)						

GROUPED BY PROJECT

CALICHI DESIGN GROUP, LLC

PROJECT TIME AND EXPENSES

* A=Approved, B= Billable, S= Submit, Bd = Billed, * = Xtra

DATE	DESCRIPTION	HOURS	CLIENT HOURS/UNITS	RATE	COST	CHARGE	*
Project: 16.023.003 - 025 INC4 Existing Duct Bank and Utility Coordination							
<i>Services</i>							
<i>Employee</i>							
<i>Schlehr, Patrick</i>							
6/26/2019	Other Project time not charged elsewhere	5.00	5.00	\$165.00	\$399.85	\$825.00	A B
	Grading revisions - Bulletin 4-014						
6/25/2019	Other Project time not charged elsewhere	6.50	6.50	\$165.00	\$519.81	\$1,072.50	A B
	Conf call with LCA and Cahill. Revised Pipe network model, UTIL and BASE file coordination and updated sheet callouts - sent bulletin 4-004.3, Followup call from Matt Bonfigli, (Site super), REVISED GRADING BASE FILE AND SHEET CALLOUTS						
6/24/2019	Other Project time not charged elsewhere	4.00	4.00	\$165.00	\$319.88	\$660.00	A B
	Utility modeling						
6/21/2019	Other Project time not charged elsewhere	4.00	4.00	\$165.00	\$319.88	\$660.00	A B
	Bulletin 4-004.3, Cahill Duct bank - pipe network remodel						
6/20/2019	Other Project time not charged elsewhere	1.50	1.50	\$165.00	\$119.96	\$247.50	A B
	Field findings from Cahill, Utility revision call with Reco						
6/19/2019	Other Project time not charged elsewhere	3.50	3.50	\$165.00	\$279.90	\$577.50	A B
	Conference call with LCA and Cahill - Bulletin 4-004.3 utility coordination - Address QC						
6/18/2019	Other Project time not charged elsewhere	0.50	0.50	\$165.00	\$39.99	\$82.50	A B
	INC4 utilities						
6/6/2019	Other Project time not charged elsewhere	2.00	2.00	\$165.00	\$135.52	\$330.00	A B
	INC coordination Bulletin 4.004.3 Civil Utilities						
6/3/2019	Other Project time not charged elsewhere	0.50	0.50	\$165.00	\$39.99	\$82.50	A B
	Bulletin 4-004.2 Followup with Frank (from CaHill)						
6/3/2019	Other Project time not charged elsewhere	0.50	0.50	\$165.00	\$39.99	\$82.50	A B
	Bulletin 4-004.3 _ updates with Kai						
5/30/2019	RFIs	2.00	2.00	\$165.00	\$159.94	\$330.00	A B
	Construction potholing info and sanitary sewer lateral from (e)bldg C. revisions to INC4 base files for coordination and updated plan set. (pending QC)						
5/23/2019	Other Project time not charged elsewhere	1.00	1.00	\$165.00	\$79.97	\$165.00	A B
	Pipe sizes and Bulletin 4-004.2						
5/21/2019	RFIs	1.00	1.00	\$165.00	\$79.97	\$165.00	A B
	Storm Utility Drainage Piping						
5/17/2019	Includes internal and client QC Review/coordination, as well as internal comment pick-up	2.50	2.50	\$165.00	\$199.93	\$412.50	A B
	Bulletin 4-004.2 (Plumbing coordination)						

GROUPED BY PROJECT

CALICHI DESIGN GROUP, LLC

PROJECT TIME AND EXPENSES

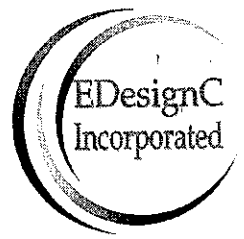
* A=Approved, B= Billable, S= Submit, Bd = Billed, * = Xtra

DATE	DESCRIPTION	HOURS	CLIENT HOURS/UNITS	RATE	COST	CHARGE	*
Project: 16.023.003 - 025 INC4 Existing Duct Bank and Utility Coordination							
<i>Services</i>							
<i>Employee</i>							
<i>Schlehr, Patrick</i>							
5/9/2019	RFIs	5.00	5.00	\$165.00	\$399.85	\$825.00	A B
	Conf call, INC 4 utility conflicts, base utility file changes, pipe network modeling revisions stemming from RFI-4-049						
5/6/2019	Includes both in-person and over the phone or computer	1.00	1.00	\$165.00	\$79.97	\$165.00	A B
	call with Joel, topics RFI 04-050 and RFI 04-049, conf call coming.						
	<i>Schlehr, Patrick Total:</i>	50.50	50.50		\$3,895.05	\$8,332.50	
<i>Shibley, Kaiola</i>							
7/11/2019	Includes internal and client QC Review/coordination, as well as internal comment pick-up	1.25	1.25	\$135.00	\$62.89	\$168.75	A B
	Checked utility cross elevations						
7/10/2019	Other Project time not charged elsewhere	3.50	3.50	\$135.00	\$176.09	\$472.50	A B
	Utility sheet updates and overlap calcs						
	<i>Shibley, Kaiola Total:</i>	4.75	4.75		\$238.98	\$641.25	
	<i>Employee Total:</i>	62.75	62.75		\$4,797.57	\$10,261.25	
	<i>Services Total:</i>	62.75	62.75		\$4,797.57	\$10,261.25	
	16.023.003-025 Total:	62.75	62.75		\$4,797.57	\$10,261.25	

Billable	Billed	Billable WIP
\$10,261.25	\$0.00	\$10,261.25
100.0 %	0.0 %	100.0 %

GRAND TOTAL SERVICES:	62.75	62.75	\$4,797.57	\$10,261.25
GRAND TOTAL EXPENSES:			\$0.00	\$0.00
GRAND TOTAL TIME AND EXPENSES:			\$4,797.57	\$10,261.25

GROUPED BY PROJECT



SEPTEMBER 16, 2019

LCA Architects Inc.
590 Ygnacio Valley Road, Suite 310,
Walnut Creek, CA 94596
d 925.940.2218 m 925.357.7610
jwilliams@lca-architects.com

ATTENTION: Joel Williams

SUBJECT: OUSD Fremont High School – 4610 Foothill Blvd, Oakland, CA 94601

ADD SERVICE #03 – MPOE Changes

SCOPE OF WORK OUTLINE:

1. Meeting on-site to review existing conditions and evaluate possible changes.
2. Revise site plans for INC 3 and INC 4 to show changes of MPOE and low voltage routing.

SCHEDULE & COMPENSATION BREAKDOWN:


Fixed Fee shall be billed at \$1,800. Work outside of scope noted above will not be completed without written authorization. Tentative schedule is estimated – delays from city agencies, owner, architect or client may exceed time noted. Schedule is based on updates of models and backgrounds being provided from the client to EDesignC no later than 3 weeks prior to the agreed upon deadline.

Contract History	Fees
Initial Contracted Services	\$ 440,728.00
Add Service #01	\$ 18,750.00
Add Service #02	\$ 2,700.00
Add Service #03	\$ 1,800.00
Project Total	\$ 463,978.00

- Invoice progress by the end of each month for work completed on this project or as submittals are completed
- Payment is due 30 days from the invoice date unless otherwise specified
- Payments not received by the due date shall bear interest at the rate of 10% per annum.

APPROVAL:

Please indicate your acceptance of this proposal by signing and dating this agreement on the space provided. Return to amibeta@edesignc.com, copying admin@edesignc.com when completed.


EDesignC, Inc.
Stephen Howarter, Principal PE
Date: 09/16/2019

LCA Architects
Joel Williams
Date: _____

552 Market Street, Suite 400, San Francisco, CA 94104
1757 5th St, Suite 200, Oakland, CA 94607
51 Gregory Lane, Suite 3, Pleasant Hill, CA 94523
Phone 415.914.4305
www.edesignc.com



EXHIBIT C

DSA File	# 1-H8
DSA Appl.	# 01-116833
DSA P.T.N.	# 61259 - 377

Date: June 13, 2019

Bulletin 2-027

Project: Fremont High School Modernization & New Construction
Increment #1 School Entry
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

<input type="checkbox"/>	You are authorized to proceed with this work at no increase in price.
<input checked="" type="checkbox"/>	The District has authorized you to proceed with this work.
<input type="checkbox"/>	Submit your cost for revised work.
<input type="checkbox"/>	Submit your credit for revised work.
<input type="checkbox"/>	You are <u>not</u> authorized to proceed with this work until DSA approval.

DESCRIPTION

Summary: This Bulletin documents as-built electrical site utility routing as communicated to us by CFJV, as well adjusting requirements to coordinate with Bulletin 3-002 related to the new MPoE in Bldg B.

ATTACHMENTS

- 2-C3.0 30 X 42 Dated 6/07/19
- 2-E100 30 X 42 Dated 6/07/19

End of Bulletin 2-027 narrative.

BY: Joel Williams

6/13/2019



DSA File # 1-H8
DSA Appl. # 01-116833
DSA P.T.N. # 61259 - 377

Date: June 13, 2019

Bulletin 3-002

Project: Fremont High School Modernization & New Construction
Increment #1 School Entry
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Contractor
<input checked="" type="checkbox"/>	Inspector
<input type="checkbox"/>	DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

<input type="checkbox"/>	You are authorized to proceed with this work at no increase in price.
<input checked="" type="checkbox"/>	The District has authorized you to proceed with this work.
<input checked="" type="checkbox"/>	Submit your cost for revised work.
<input type="checkbox"/>	Submit your credit for revised work.
<input type="checkbox"/>	You <u>are not</u> authorized to proceed with this work until DSA approval.

DESCRIPTION

Summary: This Bulletin provides a complete set of compiled civil drawings and two electrical drawings to document the OUSD request to turn the ground floor IT room into the Campus MPoE. Revisions include new drops from a joint pole along Foothill Bldg to provide internet service for the campus, coordination with site utility connections to the other projects (Inc 2 and 4), and new pathways under the slab of Bldg B to accommodate the new use.

ATTACHMENTS

- Civil Series (30 X 42 Dated 6/07/19): 3-C0.1, 3-C0.2, 3-C1.0, 3-C2.0, 3-C3.0, 3-C5.0, 3-C6.0, 3-C7.0
- Electrical drawings (30 x 42, Dated 5/22/19): 3-E2.10, 3-LV3.00

End of Bulletin 3-002 narrative.

BY: Joel Williams

6/13/2019

1 THE CONTRACTOR SHALL LEAVE AN EMERGENCY PHONE ACCESSORY IN EACH TRUCK VOLUNTARILY AND

- ENGINEER'S SITE NOTES:**

- ENGINEER'S ACCESSIBILITY NOTES:**

- ENGINEER'S SIGNAGE AND STRIPING NOTES:

- PROJECT SPECIFICATION NOTE:**

1. SALES CHARGES NOTED ON EACH PLAN AND THE PROJECT SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE DRAWING, AS APPLICABLE. STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION).

1. AT A MINIMUM, THE PROJECT APPLICANT SHALL PROVIDE FILTER MATERIALS DEEMED ACCEPTABLE TO THE

- 1.7. ALL DESIGN AND SIMULATION CONTROL DEVICES SHALL CONFORM TO THE

- BEST MANAGEMENT PRACTICES NOTES:**

- [illegible]

WPA 24 (2019) SEE 10.8.2.5 AFTER INSTALLATION, REELS, MATS, BOLTS, CLAMPS, AND OTHER

- [illegible]

BEST MANAGEMENT PRACTICES NOTES:

1. What is the purpose of the document?
The purpose of this document is to provide a detailed description of the system's architecture and components, including the hardware, software, and network configurations. It is intended for use by system administrators, developers, and other stakeholders involved in the system's operation and maintenance.
2. What are the main components of the system?
The system consists of several main components, including the hardware (servers, storage, and network devices), the software (operating system, database, and application software), and the network (local area network and internet connection). Each component is described in detail, including its specifications and configuration.
3. How does the system work?
The system works by processing data and performing various tasks based on the user's input. The data is stored in a database and retrieved as needed. The application software uses the database to perform calculations and generate reports. The network connects the system to other systems and the internet, allowing for data exchange and remote access.
4. What are the system requirements?
The system requires a minimum of 4 GB of RAM, a 2.5 GHz processor, and a 100 GB hard drive. It also requires a stable internet connection and a secure network environment. The operating system must be Windows 10 or later, and the database must be Microsoft SQL Server 2019 or later.
5. What are the security considerations?
Security is a critical consideration for this system. All data is encrypted at rest and in transit. Access to the system is restricted to authorized users only, and all transactions are logged for audit purposes. Regular security updates and patches are applied to all components of the system.
6. What are the backup and recovery procedures?
The system has a robust backup and recovery procedure in place. Data is backed up daily and stored in a secure off-site location. In the event of a disaster, the system can be restored to its original state within a few hours.
7. What are the future plans for the system?
The system is designed to be scalable and flexible, allowing for future growth and expansion. Plans are in place to add new features and functionality as needed, and to upgrade the hardware and software components as technology advances.

1. ALL SITE WORK SHALL BE IN CONFORMANCE WITH THE CURRENT CALIFORNIA ACCESSIBILITY CODE AND

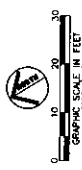
- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102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

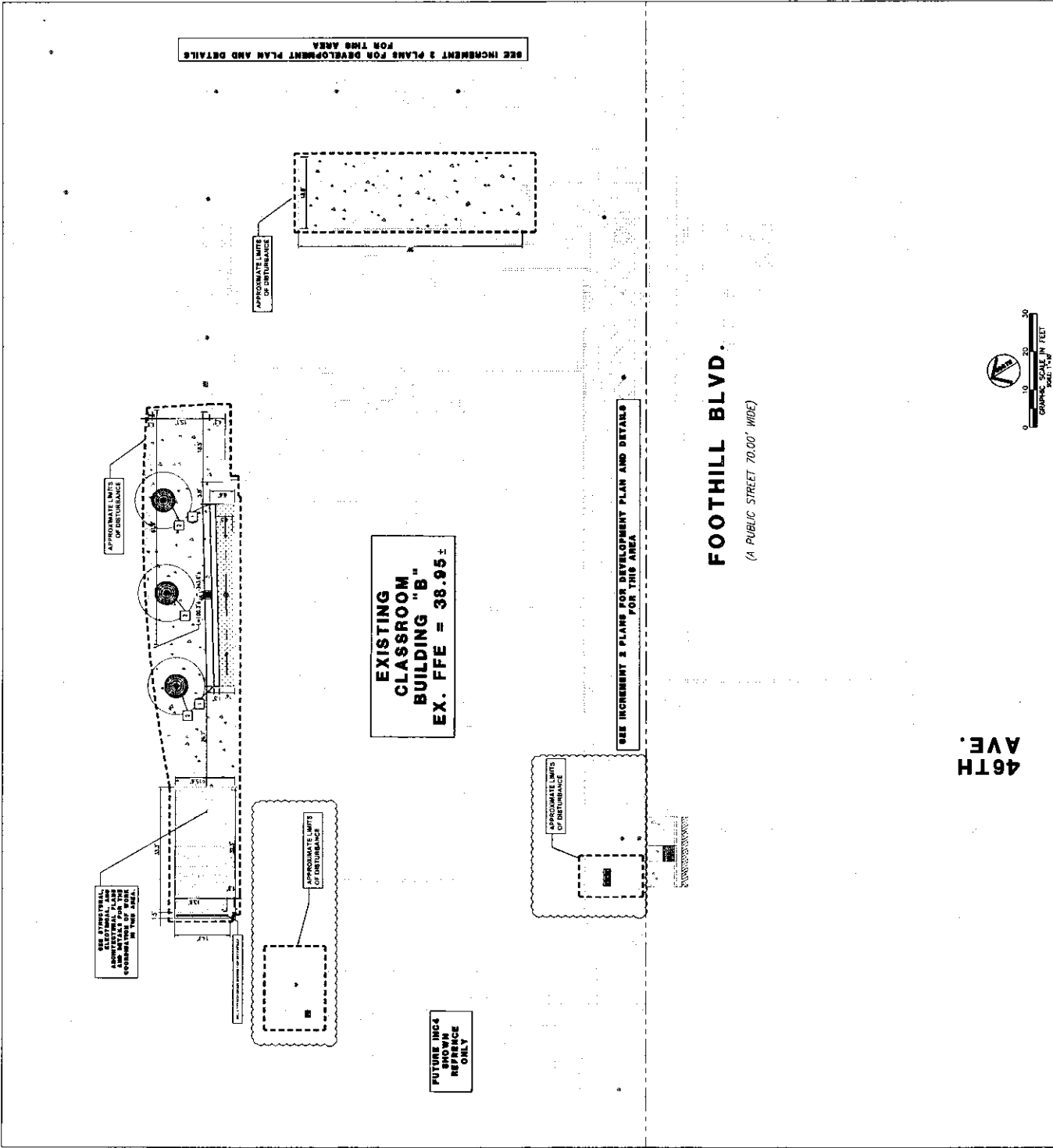
THE UNIVERSITY OF CHICAGO PRESS

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

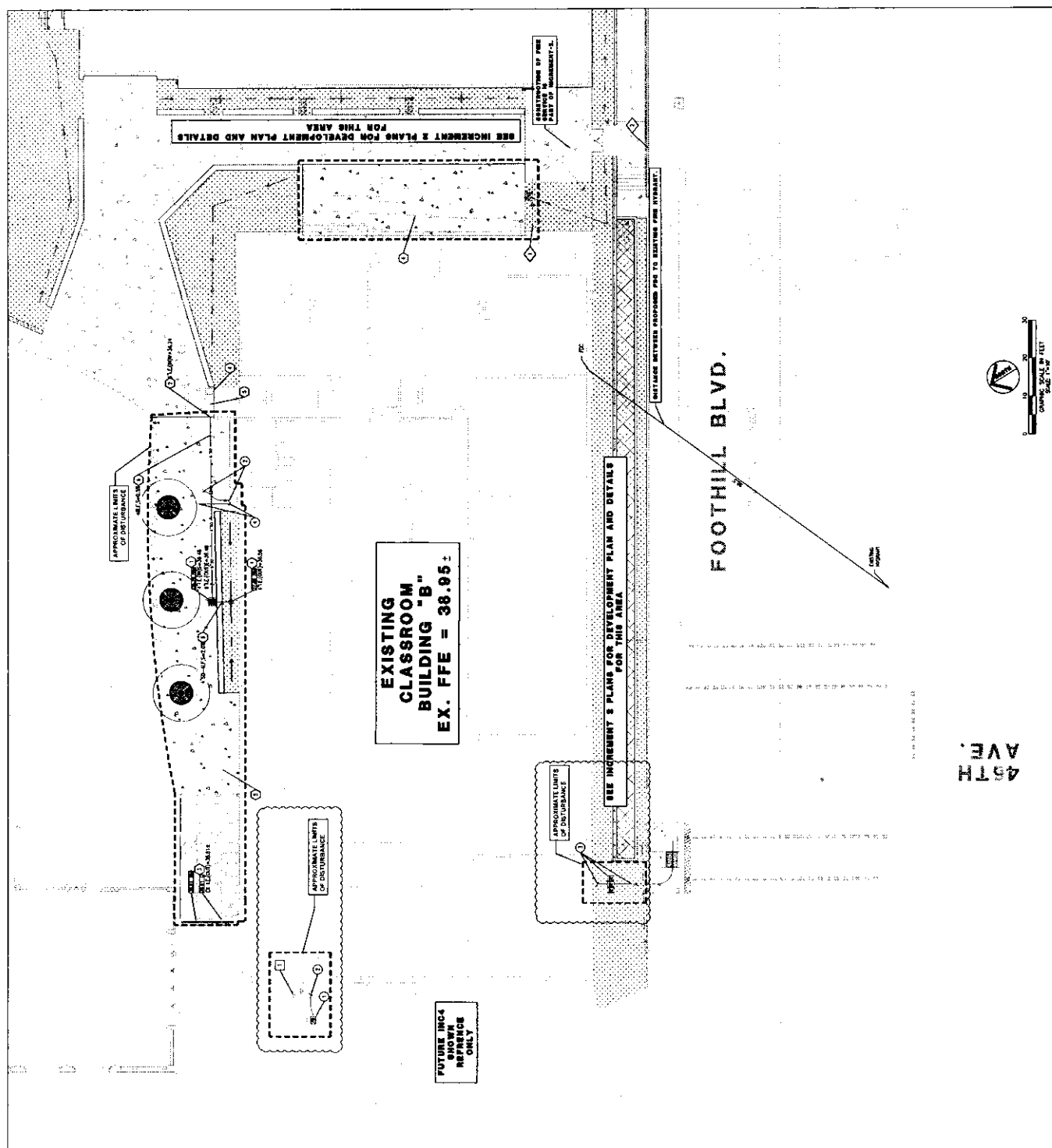
IN 2002 HE TROVE THE "SECRET" FILED UNDER THE NAME OF CLARENCE BARNETT FOR THE

- ¹Quoted in *Life*
72, 1964, p. 104.









UNDERGROUND UTILITY NOTE

[illegible]

GENERAL NOTES:

[illegible]

UTILITY PLAN NOTES:

THE FOLLOWING INFORMATION IS FOR THE USE OF THE FBI ONLY AND IS NOT TO BE RELEASED TO ANY OTHER AGENCY OR INDIVIDUAL WITHOUT THE WRITTEN AUTHORIZATION OF THE FBI. IT IS THE POLICY OF THE FBI TO MAINTAIN THE CONFIDENTIALITY OF THIS INFORMATION.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.

DATE OF REVIEW: 08-09-2010 BY: SP-6 JLM/STP

REVIEWED BY: SP-6 JLM/STP

APPROVED BY: SP-6 JLM/STP

DATE OF APPROVAL: 08-09-2010

FOR OFFICIAL USE ONLY - FOUO

PAGE 1 OF 1

STORM DRAIN KEY NOTES

1. PROPOSED STORM DRAIN ALLEY PER PLAN, 5 SHEET C7.0, R/W AND WADSWORTH AVE. PLAN.
2. CONTRACT PROPOSED STORM DRAIN LINE TO EXISTING STORM DRAIN LINE, CONTRACTOR SHALL VERIFY ALL NEIGH. CONNECTIONS PRIOR TO CONSTRUCTION.
3. FUTURE M.C.I. TRUCK DRAIN SHOWS FOR REFERENCE ONLY.
4. PROPOSED PROPOSED STORM DRAIN CONTRACTOR'S RESPONSIBILITY.
5. PROPOSED EXISTING STORM DRAIN LINE.
6. PROPOSED STORM DRAIN LINE, SIZE AND SLOPE PER PLAN, SEE DETAIL, 2 OF SHEET.

WATER KEY NOTES

[illegible]

GAS SERVICE KEY NOTES

ELECTRICAL KEY NOTES

① INITIAL ELECTRICAL PANEL BOLD FOR LOW VOLTAGE CABLE CONNECTIONS SEE ELECTRICAL PLANS FOR ADDITIONAL DETAILS OF CONNECTION

② INITIAL LOW VOLTAGE CONDUIT TYPE LISTED FULL SIZE (ELECT) AND TYPE AND DRAINAGE SEE ELECTRICAL PANEL FOR ADDITIONAL DETAILS OF CONNECTION

FOR OFFICE POWER OF CONNECTION SEE P418000017

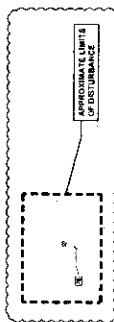
4. INSTALL ELECTRICAL POWER CONDUITS FROM LIBRARY CAMPUS PULL BOX TO BUILDING.
SEE ELECTRICAL PLANS FOR ADDITIONAL DETAILS OF CONSTRUCTION.

References

THE LOCATION OF ANY
UNDESIRABLE PLANTS
OR ANIMALS IN THE
WILDERNESS SHOULD
BE REPORTED TO THE
BUREAU OF LAND
MANAGEMENT, WASH-
INGTON, D.C. 20250
OR TO THE NEAREST
BUREAU OFFICE.



622



**EXISTING
CLASSROOM
BUILDING "B"
EX. FFE = 38.95±**

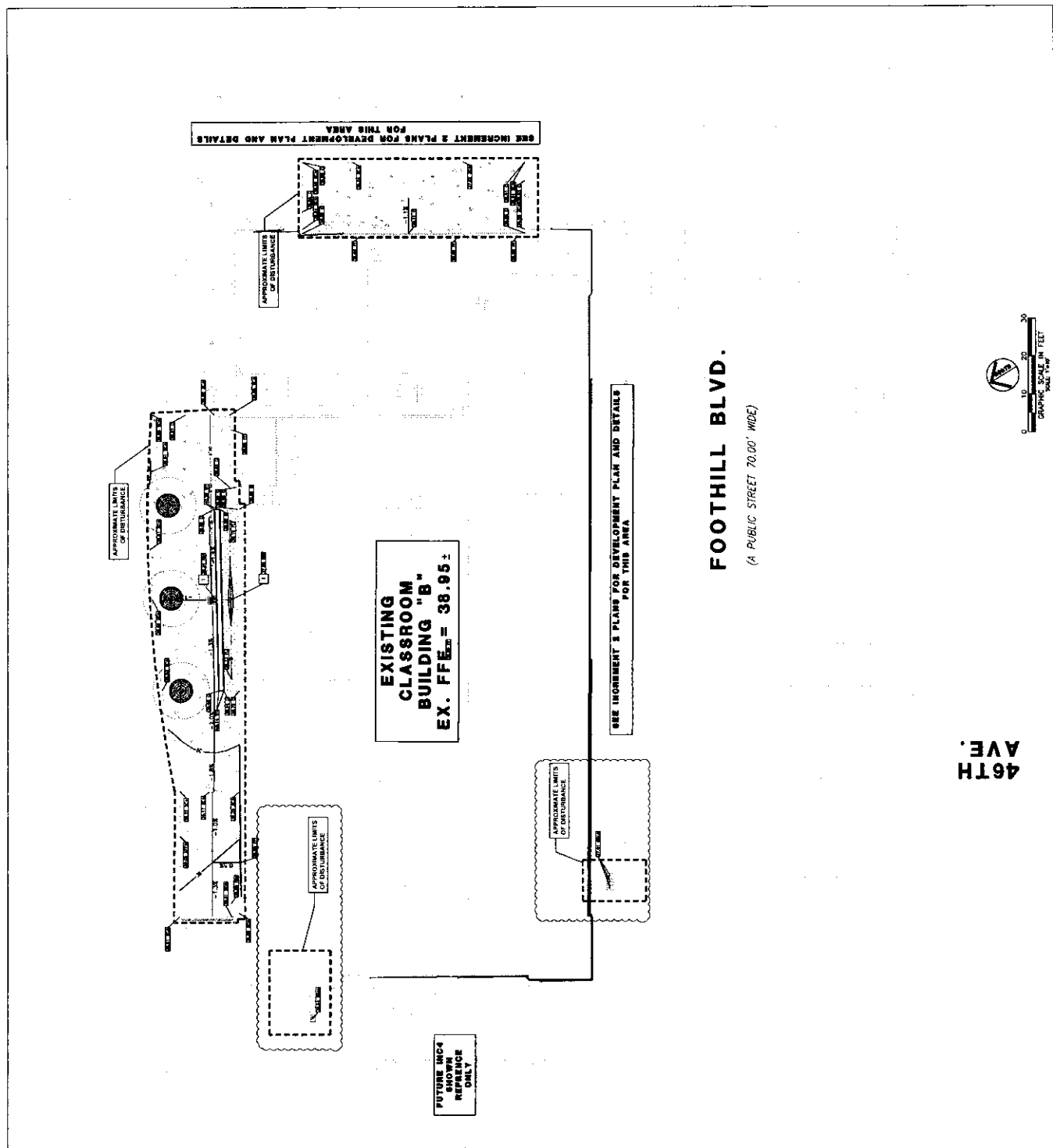
**FUTURE INC4
SHOWN
REFERENCE
ONLY**

SEE INCREMENT 2 PLANS FOR DEVELOPMENT PLAN AND DETAILS FOR THIS AREA

SEE INCLEMENT 3 PLANS FOR DEVELOPMENT PLAN AND DETAILS FOR THIS AREA

	APPROXIMATE LIMITS OF DISTURBANCE
1. <i>Salix nigra</i> Marsh.	0-100%
2. <i>S. alba</i> L.	0-100%
3. <i>S. pyramidalis</i> Rostk & Schmidt	0-100%
4. <i>S. discolor</i> Pursh	0-100%
5. <i>S. viminalis</i> L.	0-100%
6. <i>S. glauca</i> Moench	0-100%
7. <i>S. caprea</i> L.	0-100%
8. <i>S. fragilis</i> Vahl	0-100%
9. <i>S. amygdalioides</i> Nutt.	0-100%
10. <i>S. lasiolepis</i> Torr.	0-100%
11. <i>S. lucida</i> Mill.	0-100%
12. <i>S. humilior</i> Moench	0-100%
13. <i>S. eriantha</i> Moench	0-100%
14. <i>S. arbuscula</i> Nutt.	0-100%
15. <i>S. rosmarinifolia</i> L.	0-100%
16. <i>S. repens</i> L.	0-100%
17. <i>S. tetralix</i> L.	0-100%
18. <i>S. phragmitoides</i> L.	0-100%
19. <i>S. purpurea</i> L.	0-100%
20. <i>S. caudata</i> Moench	0-100%
21. <i>S. longicarpa</i> Torr.	0-100%
22. <i>S. rigida</i> Moench	0-100%
23. <i>S. baccata</i> L.	0-100%
24. <i>S. elaeagnifolia</i> Nutt.	0-100%
25. <i>S. eriopora</i> Torr.	0-100%
26. <i>S. acutiformis</i> Torr.	0-100%
27. <i>S. obtusa</i> Moench	0-100%
28. <i>S. angustata</i> Moench	0-100%
29. <i>S. serotina</i> Moench	0-100%
30. <i>S. glabra</i> Moench	0-100%
31. <i>S. flexilis</i> Moench	0-100%
32. <i>S. macrocarpa</i> Torr.	0-100%
33. <i>S. discolor</i> Pursh	0-100%
34. <i>S. discolor</i> Pursh	0-100%
35. <i>S. discolor</i> Pursh	0-100%
36. <i>S. discolor</i> Pursh	0-100%
37. <i>S. discolor</i> Pursh	0-100%
38. <i>S. discolor</i> Pursh	0-100%
39. <i>S. discolor</i> Pursh	0-100%
40. <i>S. discolor</i> Pursh	0-100%
41. <i>S. discolor</i> Pursh	0-100%
42. <i>S. discolor</i> Pursh	0-100%
43. <i>S. discolor</i> Pursh	0-100%
44. <i>S. discolor</i> Pursh	0-100%
45. <i>S. discolor</i> Pursh	0-100%
46. <i>S. discolor</i> Pursh	0-100%
47. <i>S. discolor</i> Pursh	0-100%
48. <i>S. discolor</i> Pursh	0-100%
49. <i>S. discolor</i> Pursh	0-100%
50. <i>S. discolor</i> Pursh	0-100%
51. <i>S. discolor</i> Pursh	0-100%
52. <i>S. discolor</i> Pursh	0-100%
53. <i>S. discolor</i> Pursh	0-100%
54. <i>S. discolor</i> Pursh	0-100%
55. <i>S. discolor</i> Pursh	0-100%
56. <i>S. discolor</i> Pursh	0-100%
57. <i>S. discolor</i> Pursh	0-100%
58. <i>S. discolor</i> Pursh	0-100%
59. <i>S. discolor</i> Pursh	0-100%
60. <i>S. discolor</i> Pursh	0-100%
61. <i>S. discolor</i> Pursh	0-100%
62. <i>S. discolor</i> Pursh	0-100%
63. <i>S. discolor</i> Pursh	0-100%
64. <i>S. discolor</i> Pursh	0-100%
65. <i>S. discolor</i> Pursh	0-100%
66. <i>S. discolor</i> Pursh	0-100%
67. <i>S. discolor</i> Pursh	0-100%
68. <i>S. discolor</i> Pursh	0-100%
69. <i>S. discolor</i> Pursh	0-100%
70. <i>S. discolor</i> Pursh	0-100%
71. <i>S. discolor</i> Pursh	0-100%
72. <i>S. discolor</i> Pursh	0-100%
73. <i>S. discolor</i> Pursh	0-100%
74. <i>S. discolor</i> Pursh	0-100%
75. <i>S. discolor</i> Pursh	0-100%
76. <i>S. discolor</i> Pursh	0-100%
77. <i>S. discolor</i> Pursh	0-100%
78. <i>S. discolor</i> Pursh	0-100%
79. <i>S. discolor</i> Pursh	0-100%
80. <i>S. discolor</i> Pursh	0-100%
81. <i>S. discolor</i> Pursh	0-100%
82. <i>S. discolor</i> Pursh	0-100%
83. <i>S. discolor</i> Pursh	0-100%
84. <i>S. discolor</i> Pursh	0-100%
85. <i>S. discolor</i> Pursh	0-100%
86. <i>S. discolor</i> Pursh	0-100%
87. <i>S. discolor</i> Pursh	0-100%
88. <i>S. discolor</i> Pursh	0-100%
89. <i>S. discolor</i> Pursh	0-100%
90. <i>S. discolor</i> Pursh	0-100%
91. <i>S. discolor</i> Pursh	0-100%
92. <i>S. discolor</i> Pursh	0-100%
93. <i>S. discolor</i> Pursh	0-100%
94. <i>S. discolor</i> Pursh	0-100%
95. <i>S. discolor</i> Pursh	0-100%
96. <i>S. discolor</i> Pursh	0-100%
97. <i>S. discolor</i> Pursh	0-100%
98. <i>S. discolor</i> Pursh	0-100%
99. <i>S. discolor</i> Pursh	0-100%
100. <i>S. discolor</i> Pursh	0-100%

[illegible][illegible][illegible]



FOOTHILL BLVD.
(A PUBLIC STREET 70.00' WIDE)

46TH
AVE.

A graphic scale bar labeled "GRAPHIC SCALE IN FEET" with markings at 0, 10, 20, and 30 feet. To the left of the scale is a circular north arrow pointing towards the top-left of the page.

ENGINEERS' NOTICE TO THE CONTRACTOR

THE DISTRICT AND LOCATION OF ANY IMPROVEMENTS SHALL BE THE PROPERTY OF THE DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

CALL BIT OR 1-800-777-5800

WWW.WISCONSINDOT.ORG

CALL US TODAY AND WE'LL GET YOU UP TO SPEED.

[illegible]

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

16.

17.

18.

19.

20.

21.

22.

23.

24.

25.

26.

27.

28.

[illegible]

1 PROPOSED STORM DRAIN MGMT. AND ELEVATIONS PER PLANS SEE STUDY PLAN FOR DETAILS.

[illegible]

GRADING NOTES:

[illegible]

FLOOD ZONE: FLOOD ZONE 1 (FLOOD ZONE 1)

EARTHWORK AND PAVING QUANTITIES:
SERVICES SUP. CONSULT'G FEE: NO. 00251020866, 1PT/10000 AUGUST 1, 2006

- 2 CY (FULL / EMPTY)
- 11 CY

1-800-277-2600



U.S. COAST GUARD



THESE PLANS, THE CONSTRUCTION OF WHICH REQUIRES THE USE OF LARGE QUANTITIES OF MATERIAL AND LABOR, ARE BEING CONSIDERED FOR THE PURPOSE OF THE NATIONAL DEFENSE.

CALL 800-848-5800
FOR THE LATEST NEWS
AND INFORMATION
VISIT WWW.USANORTH.ORG
DONOR TO PUBLIC OR PRIVATE CHARITIES DO
OR NOT SHOW MONEY



DSA File # 1-H8
DSA Appl. # 01-116833
DSA P.T.N. # 61259 - 377

Date: July 2, 2019

Bulletin 4-016

Project: Fremont High School Modernization & New Construction
Increment #4
4610 Foothill Blvd., Oakland Ca. 94601

Owner: Oakland Unified School District

DISTRIBUTION

<u>X</u>	Owner
<u>X</u>	Contractor
<u>X</u>	Inspector
<u> </u>	DSA

THIS IS NOT A CHANGE ORDER

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Document described herein.

ACTION

<u> </u>	You are authorized to proceed with this work at no increase in price.
<u>X</u>	The District has authorized you to proceed with this work.
<u>X</u>	Submit your cost for revised work.
<u> </u>	Submit your credit for revised work.
<u> </u>	You <u>are not</u> authorized to proceed with this work until DSA approval.

DESCRIPTION

Summary: This bulletin provides site electrical plan w/ revisions for power & signal to stadium scoreboard and clarification of pathways to IDF in Wellness Clinic.

ATTACHMENTS

- 4-E1.00

BY: Joel Williams

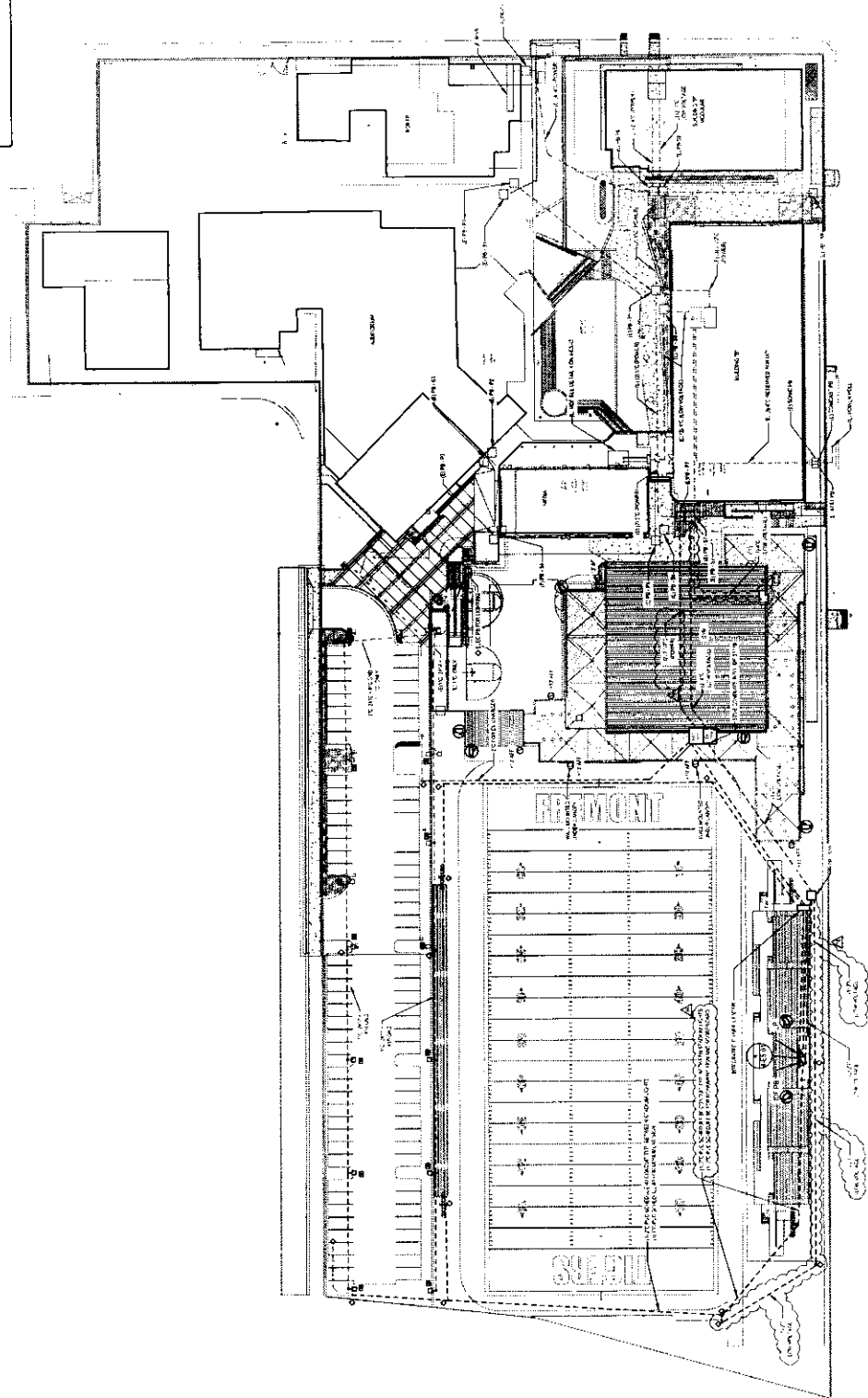
7/2/19

SHEET NOTES

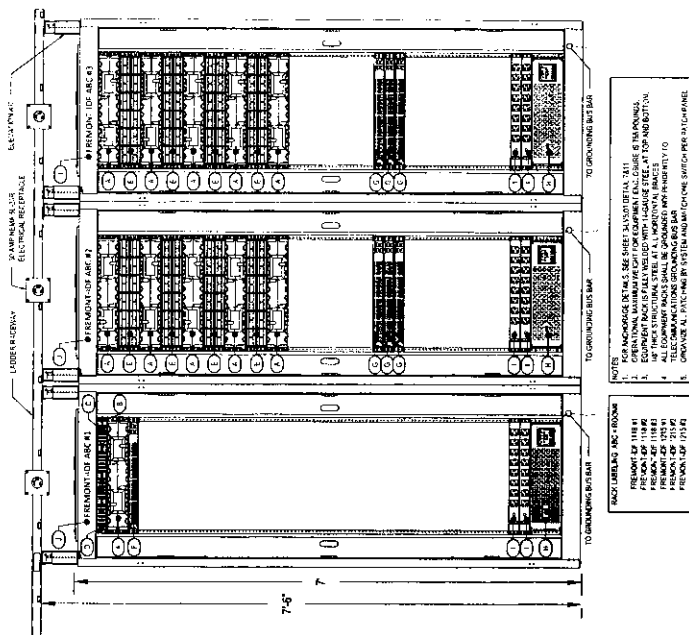
- 1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2018 CALIFORNIA MECHANICAL CODE (CMC).
- 2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2018 CALIFORNIA MECHANICAL CODE (CMC).
- 3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2014 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2018 CALIFORNIA MECHANICAL CODE (CMC).

GENERAL NOTES

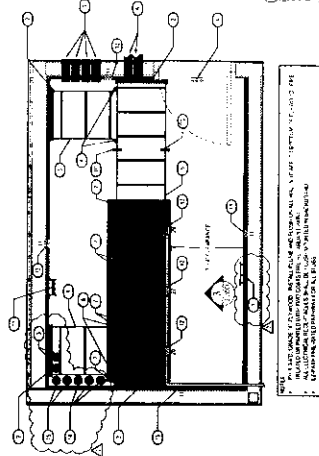
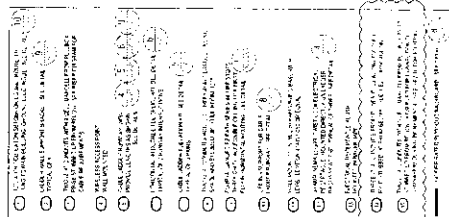
- 1. THE INFORMATION ON THIS SHEET IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION.
- 2. THE INFORMATION ON THIS SHEET IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION.
- 3. THE INFORMATION ON THIS SHEET IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION.



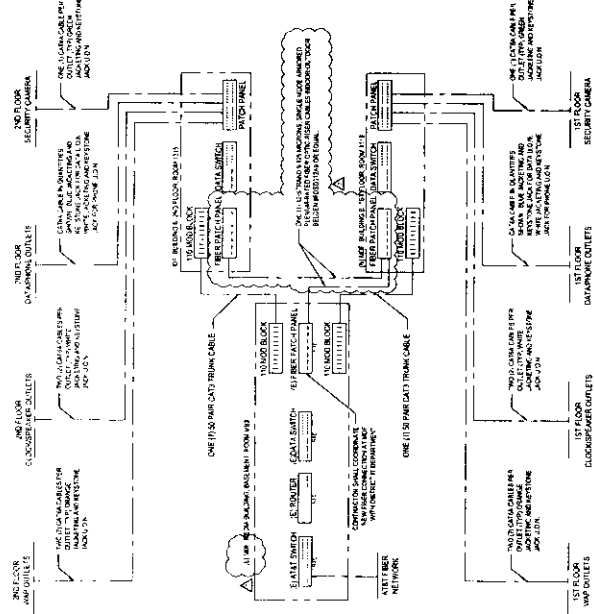
1 ELECTRICAL SITE PLAN



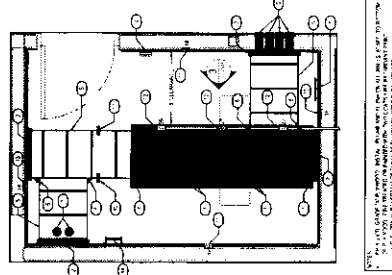
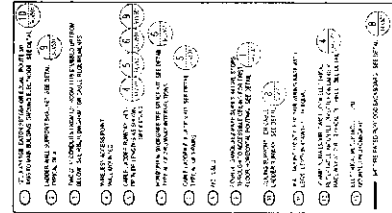
TELECOM ROOM IDF 1118 AND IDF 1215 - RACK ELEVATIONS



ENLARGED IDF - ROOM 1118



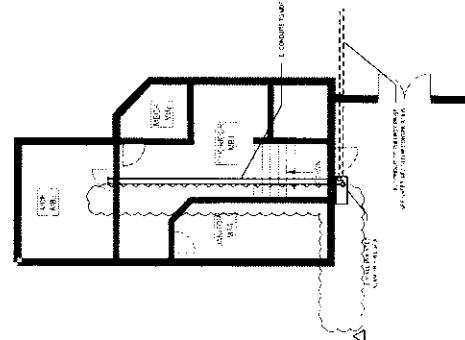
TELECOMMUNICATIONS INTERCONNECTION SCHEMATIC



ENLARGED I/D F - ROOM 1215

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

TELECOMMUNICATION EQUIPMENT SCHEDULE



5 MDF CONDUIT ROUTING DETAIL



Oakland Unified School District
Fremont High School



www.lca-architects.com | www.qks.com

LCA 14019 | OKA 143700

December 19, 2019

Tadashi Nakadegawa, Director of Facilities
Oakland Unified School District
955 High Street, Oakland, CA 94601
510-535-7038
tadashi.nakadegawa@ousd.org

RE: Fremont High School / OUSD Project Site #302
Building C (Media and Library) Renovation

Dear Mr. Nakadegawa,

Thank you for the opportunity to submit a fee proposal for professional design services as follows.

1. Introduction

Background

In 2017 at the request of OUSD, ZFA Structural Engineers reviewed the Increment 1 drawings and calculations from the work completed at Fremont High School under DSA App #01-116833, as well as the renovation drawings of Building C dated January 28, 1976. ZFA issued a letter on October 27, 2017 recommending that,

"a seismic evaluation of the building be completed to determine what additional work could be performed to enhance the seismic performance of the building. At a minimum, we strongly recommend that the anchorage of the wood roof, horizontal steel bracing and wood trusses to the existing concrete walls be evaluated and strengthened if required to meet a Life Safety performance level. Although seismic strengthening or entire building retrofit is not required from a regulatory standpoint, we recommend that strategic strengthening be completed as part of the proposed renovations."

LCA ARCHITECTS

590 Ygnacio Valley Road
Suite 310
Walnut Creek, CA 94596
T 925.944.1626

1970 Broadway
Suite 800
Oakland, CA 94612
T 510.272.1060

We also strongly recommend that the deteriorated façade condition be mitigated, if it has not already been completed.”

LCA Architects and KPW Structural Engineers were authorized in February of 2018 to perform the recommended seismic analysis and façade retrofit through Amendment No. 1 to the Architectural Services Agreement dated April 13, 2016.

KPW performed the structural evaluation of the roof diaphragm, which included review of historical drawings, observation of existing conditions including selective demolition at key structural connections and performed ASCE 41-13 Tier 1 and limited Tier 2 evaluations of the building. On July 12, 2019 KPW issued their report concluding that the existing conditions are adequate for the life safety performance objective.

“As such, we recommend that additional seismic strengthening of the roof diaphragm is not required. Rehabilitation of the deteriorating cast-stone [façade] is still recommended.”

While the structural analysis was being performed, LCA Architects collaborated with OUSD staff including Huy Hoang, Paul Orr, and JaQuan Cornish to understand the programming requirements and refine the scope of work to be associated with the renovation project. This included studying the possibility of renovating the academic courtyard as part of the project. Conceptual renderings of the courtyard and a 100% Schematic Design package for the library building renovation was provided to OUSD on August 2, 2019 which included the façade cladding retrofit along with other proposed exterior and interior upgrades that had been discussed with OUSD.

As directed verbally by Paul Orr, and at the request of Tadashi Nakadegawa, in October 2019 LCA began to study two other options for the style of exterior upgrades for the building. This work was intended to clarify where on the spectrum between historic and modern the renovation would fall. However, on November 25, 2019 LCA received new direction from Paul Orr via email to proceed with work based on the design from the SD package.

Summary

The scope of work associated with Amendment No. 1 has been significantly altered at the request of OUSD and as a result of the work already performed by LCA and KPW. Consequently, this proposal is necessary to clarify the scope of work requested by OUSD and to update the associated professional services fees required to complete the work.

The project will be consolidated into a single application and permit with DSA.

2. Conceptual Scope of Work

According to email direction received on 11/25/19, it is our understanding that the following scope of work is desired by OUSD (see **Exhibit 3**):

Exterior Renovations

Note: It is agreed that this scope of work is to be done with current contractor on site: CFJV team.

1. Remove failing exterior cladding and all through bolted detailing.
2. Install new GFRC or cast concrete water tables details around building, windows arches and at select other locations.
3. Install new plaster and accent finishes (i.e. ceramic tile, fiber cement)
4. Paint building exterior.
5. Replace all steel and ground floor wood windows/doors with new aluminum window system including appropriate
6. Remove existing stair on West side and provide new metal guardrails around balcony and at basement access stair.
7. Clay tile roof to remain as is.
8. Cost Estimate of 100% DD package.

1st Floor Interiors

Note: This scope of work will be performed separately by OUSD selected Contractor.

1. Renovate vice principal's office or construct a new office for additional VP within existing open office area.
2. Install new flooring throughout existing to match Increment 1.
3. Install new lighting throughout existing to match Increment 1.
4. As an Add/Alt to upgrade IT throughout 1st floor offices including Data/Telephone/Intrusion/Clock/PA.
5. As an Add/Alt to Install new paint throughout existing, if budgeting will allow.
6. As an Add/Alt to Install new ceiling grid/tile through existing. Fire alarm and mechanical system may be affected, if budgeting will allow.
7. As an add/alt to partial demo of front wall @ Reception with (2) new storefront doors in curtainwall. (Need DSA Prelim to confirm acceptability without triggering formal DSA Rehabilitation process), if budgeting will allow.
8. As an Add/alt to reprogram the Library/Admin building entire FA- IA systems sequencing to 2000 series to align with the balance of the project, if budgeting will allow.
9. As an Add/alt to install new signage as required from the current M---- series to the 2000 series, if budgeting will allow.
10. Cost Estimate of 100% DD package.
11. No scope to be included for 2nd floor or basement.

3. Conceptual Project Schedule

Our understanding of the project schedule is as follows:

CAHILL – Exterior Façade Renovations to be completed by November 2020

Programming	Performed under Amendment No. 1
Structural Analysis	Performed under Amendment No. 1
Schematic Design	Performed under Amendment No. 1
Design Development	1 month
Construction Drawings	1 month
DSA Review & Approval	4 months *
Bidding (concurrent with DSA)	(2 months)
Construction	4 months **
Close Out	1 month
TOTAL	11 months

PUBLIC BID – Interior Renovations to be completed by November 2021

Programming	Performed under Amendment No. 1
Schematic Design	Performed under Amendment No. 1
Design Development	1 months
Construction Drawings	1 months
DSA Review & Approval	4 months *
Bidding (concurrent with DSA)	(2 months)
Contract Award	2 months
Construction	7 months **
Close Out	1 month
TOTAL	16 months

* Estimated time for DSA process based on experience with projects of similar size and complexity. Time at DSA is an estimate and may take longer, in which case all subsequent phases will adjust accordingly.

** Estimated time for construction. Duration serves as the basis for construction administration services provided by LCA Architects. If project extends longer than the stated duration, then construction administration services will be provided on an hourly fee basis (time & materials).

4. Conceptual Construction Budget

Our understanding of the construction budget for the conceptual scope of work defined above is as follows:

\$3,000,000.00 (2019USD)

5. Contract Services

As defined in Exhibit A – Responsibilities & Services of Architect that is part of the Agreement for Architectural Services – Loving and Campos (LCA) Architects – Fremont High School Replacement Project approved by OUSD board on April 13, 2016 (OUSD Legislative File ID No. 16-0232)

Additional Services

Additional Services will be those services not expressly set forth above and excluded per **Exhibit 1 Section 4**. Additional services will not be performed without the Owner's authorization. All Additional Services will be performed on an Hourly Fee Basis per **Exhibit 2**, and any required additional consultants not identified in this fee proposal will be billed at their cost + 15%.

6. Conclusion & Agreement

We appreciate the opportunity to assist you with this project and look forward to being of service. Please sign a copy of this letter to initiate this agreement.

Please call me if you have any questions.

Best regards,



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

AGREED & ACCEPTED:

Authorized Signature

Date

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

ATTACHMENTS:

- **Exhibit 1** – Project Fee Schedule (2 pages)
- **Exhibit 2** – LCA Hourly Fee Schedule (1 page)
- **Exhibit 3** – Conceptual Scope of Work (6 pages)
- **Exhibit 4** – Consultant Fee Proposals (6 pages)

EXHIBIT 1

1. Project Fee Schedule

Exterior Façade Renovations *

LCA Architects	Hours	Rate	Fee
1A. Programming			Amendment No. 1
1B. Structural Analysis			Amendment No. 1
1C. Schematic Design			Amendment No. 1
1D. Design Development	85	\$195	\$19,500.00
1E. Construction Documents	85	\$195	\$19,500.00
1F. DSA Approval	60	\$195	\$11,700.00
1G. Bidding *			* Included in ongoing contract
1H. Construction Administration *			* Included in ongoing contract
1J. Close Out *			* Included in ongoing contract
Architectural Fee Subtotal	230	\$195	\$44,850.00
Consultant Engineers (See EXHIBIT 4 – Consultant Fee Proposals)			
D03 – Structural: KPW			\$30,000.00
D04 – MEP: EDesignC			\$6,500.00
D13 – Cost Estimator: Luster & Assoc.			\$8,550.00
Consultant Fee Subtotal			\$45,050.00
Exteriors Subtotal			\$89,900.00

** Fees are reduced for Bidding, Construction Administration, and Closeout as a result of this scope of work being completed with Cahill while the work on the project associated with DSA App # 116833 is still ongoing.*

Interior Renovations

LCA Architects	Hours	Rate	Fee
2A. Programming			Amendment No. 1
2B. Schematic Design			Amendment No. 1
2C. Design Development	85	\$195	\$19,500.00
2D. Construction Documents	85	\$195	\$19,500.00
2E. DSA Approval	60	\$195	\$11,700.00
2F. Bidding	40	\$195	\$7,800.00
2G. Construction Administration	320	\$195	\$62,400.00
2H. Close Out	60	\$195	\$11,700.00
Architectural Fee Subtotal	650	\$195	\$126,750.00
Consultant Engineers (See EXHIBIT 4 – Consultant Fee Proposals)			
D04 – MEP: EDesignC			\$43,250.00
D13 – Cost Estimator: Luster & Assoc.			\$9,900.00
Consultant Fee Subtotal			\$53,150.00
Interiors Subtotal			\$179,900.00
* Project Grand Total			\$269,800.00
Reimbursables			\$20,000.00

**** Project grand total is based on 9% of the stated construction budget of \$3,000,000 per the Agreement for Architectural Services – Loving and Campos (LCA) Architects – Fremont High School Replacement Project approved by OUSD board on April 13, 2016 (OUSD Legislative File ID No. 16-0232)***

3. Fee Schedule Notes

- 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 client's receipt of billing invoice from LCA Architects.
- B. This fee quote is good for **30 days**.
- C. Proposal based on project commencing immediately and being completed as follows:
- Scope A – completed by **November 2020**
Scope B – completed by **October 2021**
- D. Reimbursables: Defined per attached **Exhibit 2**. | **BUDGET Included in Fee**
- 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 Schedules attached as **Exhibit 2**.

4. Base Fee Exclusions

- *Civil Engineering*
- *Fire Protection Systems*
- *Security Systems (CCTV)*
- *Landscape Architecture*
- *Acoustical Consultant*
- *Construction Management*
- *Traffic Studies*
- *Agency Review and Permit Fees*
- *Topographical & Underground Utilities Surveys*
- *Boundary Survey*
- *Title Reports*
- *Hazardous Material Abatement (Owner to furnish HAZMAT report and specification)*
- *Destructive Testing*
- *CHPS / LEED Certification*
- *Movable Furniture Selection & Procurement*
- *CCTV Surveillance Camera System (site & building)*
- *Resolution of Unforeseen Conditions*
- *Construction Management Software, subscription and management*
- *Any consultant, engineer, or discipline not specifically identified in this proposal.*

EXHIBIT 2

HOURLY FEE SCHEDULE*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<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.	\$170.00/hr.
<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/hr.
<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	0.58/mile**
Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.	
<i>Overtime</i> - If overtime is required by staff, to meet a customer’s timing request, additional hourly fee charges may apply. California employment law will apply.	

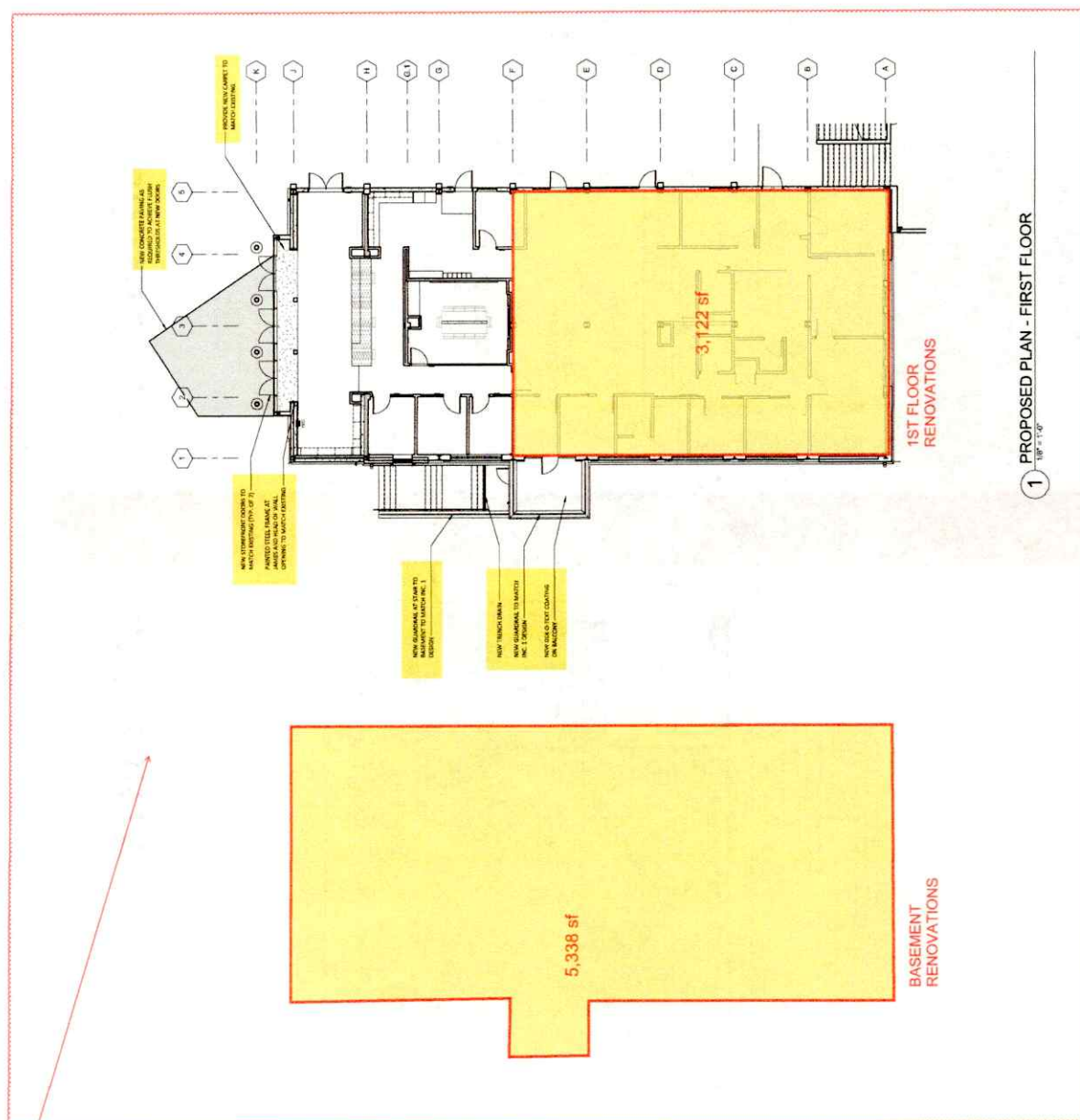
* Effective 01/01/2019. Subject to change quarterly.

4-A0.00



ACADEMICS

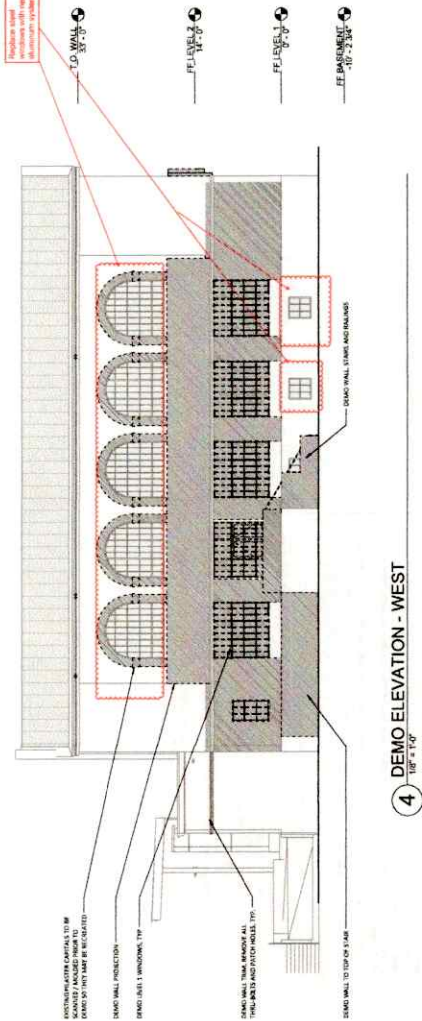
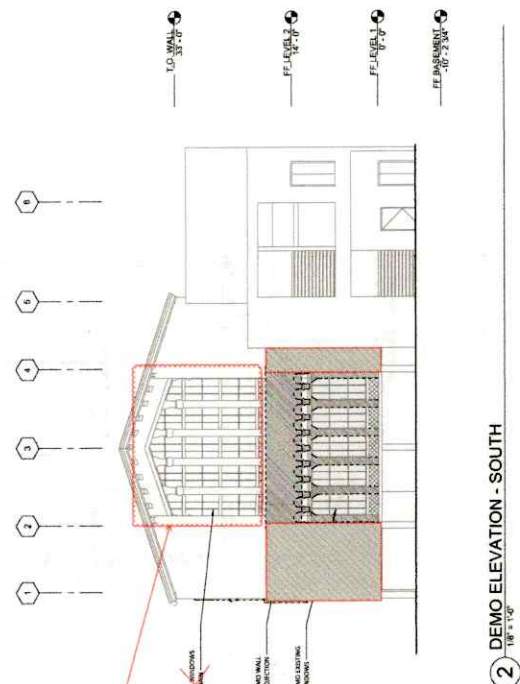
Library Building



This scope of work would fall under section #2 Add /Alt budget allowing. Contractor to be chosen by OUSD.

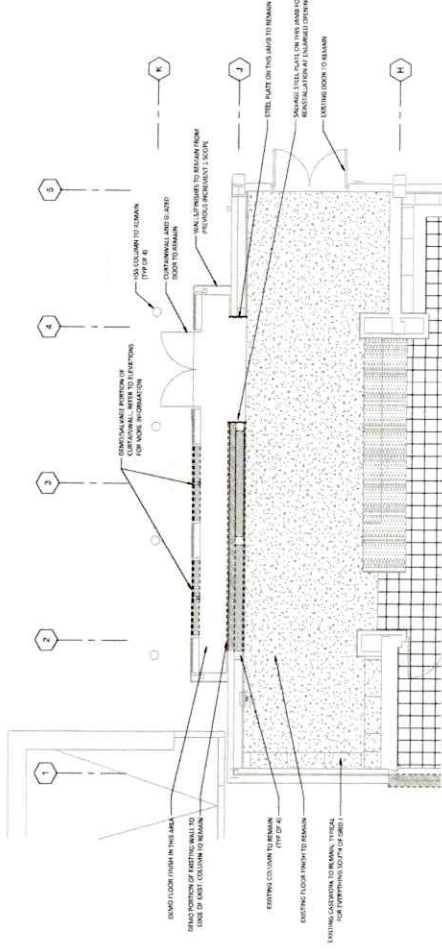


- [illegible]

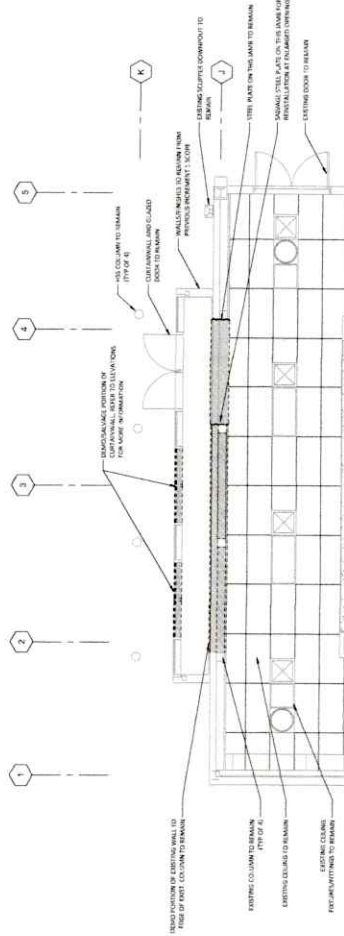


DEMOLITION

This scope of work would fall under section 142 Add /Alt budget allowing. Contractor to be chosen by OUSD.



1 DEMOLITION PLAN - FIRST FLOOR
1/4" = 1'-0"



2 DEMOLITION PLAN - REFLECTED CEILING PLAN
1/4" = 1'-0"



EXHIBIT 4



September 10, 2019

Mr. Joel Williams
LCA Architects
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

Project: Fremont HS Library Renovation – ASR#1 – First and Second Floor Improvements
4610 Foothill Blvd, Oakland, CA 94601
KPW Proposal No. 19P552
KPW Project No. 19C172

Subject: Add Service Request for Additional Structural Engineering Services

Dear Joel,

This add service request is based the additional scope of work identified in your e-mail from September 9, 2019. We understand that the district will be expanding the renovation of the library building to the first and second floors. We understand that the improvements at the first floor will include a light tenant improvement as well as a partial demo of the existing concrete wall at the reception area. The second-floor improvements include a light tenant improvement as well as new HVAC units. The work associated with the demo of the existing concrete wall will require discussions with DSA to ensure that a mandatory seismic upgrade of the entire building is not required. This will largely depend on DSA's interpretation baseline building conditions, as limited seismic strengthening was complete as part of Increment 1 of the campus modernization. This ASR assumes that discussions with DSA will be favorable (cost-effective) and that an extensive seismic upgrade of the building will not be required when removing portions of the concrete wall at the reception area.

The following scope of work is included:

1. Meet with DSA to discuss proposed demo of concrete wall at the reception area and obtain concurrence on the approach.
2. If DSA agrees that the entire building will not be required to be seismically strengthened, then design the openings in concrete walls. A limited seismic evaluation of the building will be required to prove the alteration is incidental.
3. Design HVAC structural support and anchorage as required.
4. Check existing structure for impact due to new TI
5. Review LCA's details for non-structural components associated with the TI such as ceilings, walls, etc.
6. Issue Construction Documents and supplemental calculations as required for DSA approval. Work may be provided under a separate DSA job number if necessary.
7. Respond to DSA structural review comments, attend back check meetings as required.
8. Provide Construction Administration support as necessary.

We propose to provide the above structural engineering services for the following lump-sum fees:

ASR#1 - 1 st & 2 nd Floor Improvements:	\$30,000
Total Lump-Sum Fee:	\$30,000

We will bill per the terms noted in the original proposal. We hope you find this proposal acceptable. If the fees and terms provided herein are acceptable, this letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We look forward to hearing from you soon.

Very truly yours,

KPW Structural Engineers, Inc.



Pardeep Jhutti, SE
Principal

Accepted,

LCA Architects

By: _____

Date: _____



September 10, 2019

Revised December 4, 2019

LCA Architects

590 Ygnacio Valley Road, Suite 310

Walnut Creek, CA 94596

(925) 944-2743

jwilliams@lca-architects.com

Attention: Joel Williams, Architect

Subject: Fremont High School - Library Renovations - 4610 Foothill Blvd, Oakland, CA 94601

Scope of Work Outline

The following proposed scope of work is for the Library Building Renovations at Fremont High School (OUSD). EDesignC will engineer the Mechanical, Electrical, Fire Alarm, and Low Voltage Systems:

Exterior Façade Renovations-

1. Site visit to review current exterior lighting
2. Review of as build documents. To be provided by client
 - a. Remove failing exterior cladding and all through bolted detailing.
 - b. Install new GFRC details around windows and at select other locations.
 - c. Install new plaster and accent finishes (i.e. ceramic tile, metal panel, fiber cement)
 - d. Paint building exterior.
 - e. Replace ground floor wood windows/doors.
 - f. Add Alternate: Remove existing stair on West side and provide new metal guardrails around balcony and at basement access stair.

Interior Renovations -

1. Site Visit to review existing systems
2. 1st Floor Interiors
 - a. Renovate vice principal's office or construct a new office for her within existing open office area.
 - b. Install new flooring throughout existing to match Inc 1.
 - c. Install new lighting throughout existing to match Inc 1.
 - d. Add Alternate - Install new ceiling grid/tile throughout existing 1st floor to match Increment. This will include Mechanical Ductwork Modifications and equipment replacement. This will include new fire alarm devices being installed throughout the remainder of the first floor to match increment 1. It is assumed that the design will be completed 100% through DSA approval and then bid.
 - e. Add Alternate: Reprogram Existing Fire Alarm and Intrusion Alarm Devices Only. Basement, First Floor, and Second Floor. It is assumed that the design will be completed 100% through DSA approval and then bid.

582 Market Street, Suite 400, San Francisco, CA 94104

212 9th Street, Suite 203, Oakland, CA 94607

91 Gregory Lane, Suite 3, Pleasant Hill, CA 94523

Phone 415.963.4303

www.EDesignC.com



Exclusions

1. Site visits outside of those noted
2. Fire Sprinkler Design. Existing building with existing occupancy classification to remain.
3. Data infrastructure design. Assume existing to remain.
4. Phone infrastructure design. Assume existing to remain.
5. Intrusion Alarm Design. Existing systems to remain as-is.
6. HVAC design outside of the first floor interior space. Expecting existing systems to remain as-is.
7. Plumbing design. Existing systems to remain as-is.

Phase Deliverables, Schedule, and Fee Compensation

Fixed Fee shall be billed as noted below. Work outside of scope noted above will not be completed without written authorization. Tentative schedule is estimated – delays from city agencies, owner, architect or client may exceed time noted. Schedule is based on updates of models and backgrounds being provided from the client to EDesignC no later than 3 weeks prior to the agreed upon deadline.

Deliverables	Schedule (TBD)	Fee
Exterior Façade Package	Constructed by 11/20	\$6,500
Interior Renovations, First Floor Base Bid	Constructed by 11/21	\$12,500
Interior Renovation, Ceiling Replacement Alternate – Mechanical	Constructed by 11/21	\$14,000
Interior Renovation, Ceiling Replacement Alternate – Fire Alarm	Constructed by 11/21	\$6,750
Reprogram FA and IA	Constructed by 11/21	\$4,500
Total Fixed Fee:		\$44,250

- Invoice progress by the end of each month for work completed on this project or as submittals are completed
- Payment is due 30 days from the invoice date unless otherwise specified
- Payments not received by the due date shall bear interest at the rate of 10% per annum.

EDesignC Proposed additional work for first floor spaces:

1. New IT Design at 1st floor including current District Standard for the following systems:
Data/Telephone/Intrusion/Clock/PA \$5,500.00



Approval:

Please indicate your acceptance of this proposal by signing and dating this agreement on the space provided. Return to amber@edesignc.com, copying admin@edesignc.com when completed.

A handwritten signature in blue ink, appearing to read "Stephen Howarter", written over a horizontal line.

Stephen Howarter
Principal
EDesignC Incorporated

12/04/2019
Date

Joel Williams
Architect
LCA Architects

Date

Oakland Unified School District
Fee Proposal for Renovation
and Upgrade to Library

Activity	Hours/each	Rate	Extension	Notes and Comments
Permit 1- Exterior Renovations- 100% DD package				
Review and familiarization- Exterior Renovation				
Quantity takeoff	4	\$ 150.00	\$ 600.00	
Initial Pricing	10	\$ 150.00	\$ 1,500.00	
Call for quotes	16	\$ 150.00	\$ 2,400.00	
Final pricing	12	\$ 150.00	\$ 1,800.00	
QA/QC	8	\$ 150.00	\$ 1,200.00	
Oakland Unified School District- format	2	\$ 150.00	\$ 300.00	
	5	\$ 150.00	\$ 750.00	
subtotal 100% CDs			\$ 8,550.00	
Permit 1- Exterior Renovations/Additions- 100% DD package				
Review and familiarization- Interior Renovation				
Quantity takeoff	6	\$ 150.00	\$ 900.00	
Initial Pricing	16	\$ 150.00	\$ 2,400.00	
Call for quotes	16	\$ 150.00	\$ 2,400.00	
Final pricing	10	\$ 150.00	\$ 1,500.00	
QA/QC	10	\$ 150.00	\$ 1,500.00	
Oakland Unified School District- format	2	\$ 150.00	\$ 300.00	
	6	\$ 150.00	\$ 900.00	
subtotal 100% CDs	66		\$ 9,900.00	
Permit 2-Interior Renovations/Additions- 100% CD package				
Review CD and compare to DDs-Interior Renovation				
Quantity takeoff	5	\$ 150.00	\$ 750.00	
Initial Pricing	16	\$ 150.00	\$ 2,400.00	
Call for quotes	8	\$ 150.00	\$ 1,200.00	
Final pricing	10	\$ 150.00	\$ 1,500.00	
QA/QC	8	\$ 150.00	\$ 1,200.00	
Oakland Unified School District- format	4	\$ 150.00	\$ 600.00	
	6	\$ 150.00	\$ 900.00	
subtotal 100% CDs			\$ 8,550.00	
total labor			\$ 27,000.00	
Printing, copying, misc direct expenses	3	\$ 250.00	\$ 750.00	
Total fees for L. Luster & Associates			\$ 27,750.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
	PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com	
INSURED LCA Architects, Inc. 590 Ygnacio Valley Road Walnut Creek CA 94596	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Casualty Insurance Co.	29424
	INSURER B: National Union Fire Ins Co PittsburghPA	19445
	INSURER C: Arch Insurance Company	11150
	INSURER D: American Automobile Ins. Co.	21849
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1492235254

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWLQ8132	5/30/2019	5/30/2020	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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EBU031439288	5/30/2019	5/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	SCW0066131901	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PAAEP0020103	12/1/2019	12/1/2020	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

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

Re: Fremont New Construction Project - Oakland Unified School District is named as an Additional Insured as respects General Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District
Division of Facilities Planning & Mgmt.
955 High Street
Oakland CA 94601-4404

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured LCA Architects, Inc.

Policy Number SCW0066131901

Producer Dealey, Renton & Associates

Effective Date 01/01/2019

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIE TO A CONTRACT THAT REQUIRED YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS

Additional Premium %

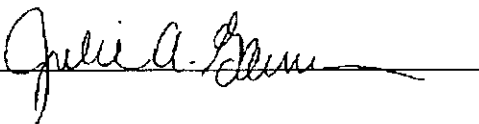
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain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

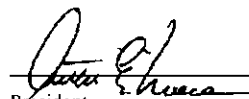
The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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".

The person(s) or organization(s) 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 the provision only for that period of time required by the contract, agreement or permit.

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

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (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.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have 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 you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2019

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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME: PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Co.	
		INSURER B: National Union Fire Ins Co PittsburghPA	
		INSURER C: Arch Insurance Company	
		INSURER D: American Automobile Ins. Co.	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1492235254 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWLQ8132	5/30/2019	5/30/2020	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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU031439288	5/30/2019	5/30/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	SCW0066131901	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			PAAEP0020103	12/1/2019	12/1/2020	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

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

Re: Fremont New Construction Project - Oakland Unified School District is named as an Additional Insured as respects General Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District Division of Facilities Planning & Mgmt. 955 High Street Oakland CA 94601-4404	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
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured LCA Architects, Inc.

Policy Number SCW0066131901

Producer Dealey, Renton & Associates

Effective Date 01/01/2019

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIE TO A CONTRACT THAT REQUIRED YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS

Additional Premium %

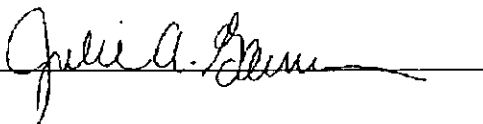
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain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

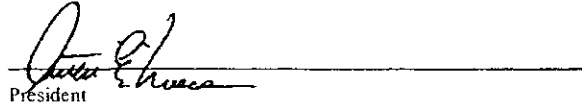
The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary



President



ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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".

The person(s) or organization(s) 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 the provision only for that period of time required by the contract, agreement or permit.

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

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (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.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have 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 you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fremont High School New Construction Project	Site	302
--------------	--	------	-----

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Information

Contractor Name	LCA Architects	Agency's Contact	Carl Campos				
OUSD Vendor ID #	002515	Title	CEO				
Street Address	245 Ygnacio Valley Road	City	Walnut Creek	State	CA	Zip	94596
Telephone	510-444-7959	Policy Expires					
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 #	13158						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	3-13-2016	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2020
		New Date of Contract End (If Any)	2-28-2021

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$ 8,607,465.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 500,000.00
Other Expenses		Requisition Number	

Budget Information

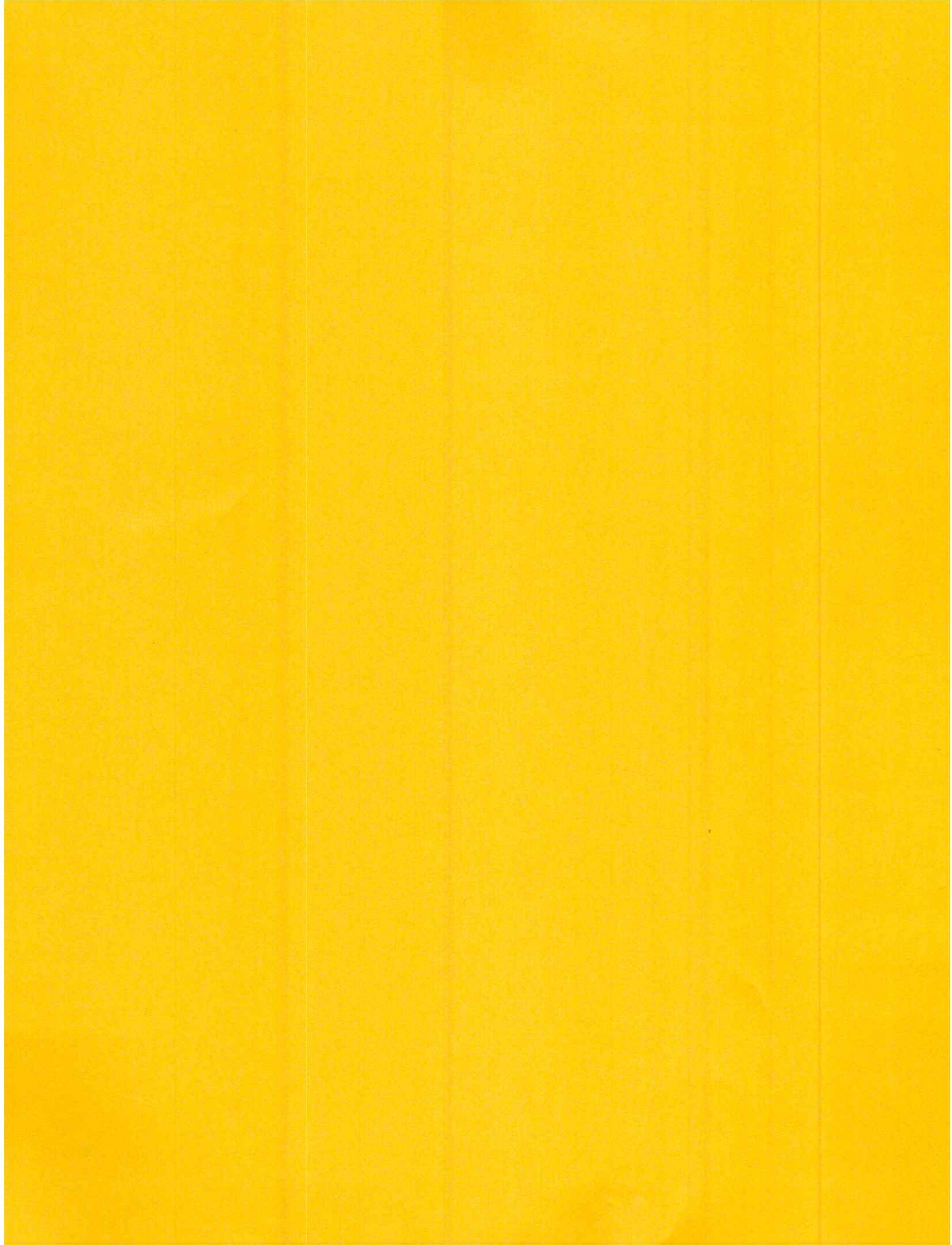
If you are planning to create fund and/or budget using LFE funds, please contact the State an LFE and Other Funds Compliance position.

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9594	Fund 21 Measure J	210-9650-0-9594-8500-6215-302-9180-9905-9999-99999	6215	\$500,000.00

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.	Acting Director, Facilities Planning and Management				
	Signature	Date Approved	1/22/2020		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	1/29/20		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	1/23/20		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	18-2637
Introduction Date	1-9-2019
Enactment Number	19-0023
Enactment Date	1/9/2019 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

[Handwritten signature]

Board Meeting Date 1-9-2019
Subject Amendment No. 4 to AN ARCHITECTURAL AGREEMENT
Contractor: LCA Architects
Services For: Fremont High School New Construction

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 4 to AN ARCHITECTURAL AGREEMENT between Oakland Unified School District and LCA Architects, Walnut Creek, CA, for the latter to

Provide additional architectural services includes: ASR#1 Project Frog 12 classrooms; ASR#9 - Building B replacement window study; ASR#10 - LCA fee adjustment; ASR#11 - Temp wellness clinic design; ASR#12 - Wellness center plan revisions.

for the period of 3-13-2016 through 12-31-2020 in an amount not to exceed 8,607,465.

Prior Contract The Agreement was previously approved by the Board on 9-12-2018 (Enactment No. 18-1476).

Modification This amendment modifies the scope of work and compensation. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact Funding resource(s): Fund 21, Measure J

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	18-2637
Introduction Date	1-9-2019
Enactment Number	19-0023
Enactment Date	1/9/2019 If



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

AMENDMENT NO. 4 TO
AN ARCHITECTURAL AGREEMENT

This Amendment amends AN ARCHITECTURAL AGREEMENT between Oakland Unified School District (OUSD) and LCA Architects (Contractor) entered into on 3-13-2016 (OUSD Enactment No. 16-0485). The parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☐ Revised scope of work attached. OR ☒ CONTRACTOR agrees to provide the following amended services:

Provide additional architectural services includes: ASR#1 Project Frog 12 classrooms; ASR#9 - Building B replacement window study; ASR#10 - LCA fee adjustment; ASR#11 - Temp wellness clinic design; ASR#12 - Wellness center plan revisions.

2. **Term (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If the term has changed: The contract term began on 3-13-2016 and expires on 3-1-2019. The parties agree to extend the contract through 12-31-2020.

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.

If the compensation has changed: The contract price is amended by

- ☒ Increase of \$ 3,165,755 to original contract amount.
☐ Decrease of \$ _____ to original contract amount.

The new contract total is Eight Million, Six hundred seven thousand, four hundred sixty Dollars (8,607,465)

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.	OUSD Enactment No.	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Amiee Eng

1/10/2019

☐ President, Board of Education

Date

☐ Superintendent☐ Chief or Deputy Chief*[Signature]*

1/10/2019

Secretary, Board of Education

Date

CONTRACTOR

[Signature]

Date

12/12/18

Print Name, Title

CARL E. CAMPOS, CEO

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<i>[Signature]</i>		12/17/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director	<i>[Signature]</i>		
4. Chief/Deputy Chief	<i>[Signature]</i>		12/18/18
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)	
Please select:	
<input type="checkbox"/>	Action Item Included in Board Approved SPSA (no additional documentation required)–Item Number: _____
<input type="checkbox"/>	Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off. <ol style="list-style-type: none"> Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date. Meeting announcement for meeting in which the SPSA modification was approved. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Provide additional architectural services includes: ASR#1 Project Frog 12 classrooms; ASR#9 - Building B replacement window study; ASR#10 - LCA fee adjustment; ASR#11 - Temp wellness clinic design; ASR#12 - Wellness center plan revisions.



Date: **December 7, 2017**

LCA Project #14019

ASR #1

Project: **Fremont High School**

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 / Ms. Kenya Chatman**

Subject: **Modular Building Classroom**

Explanation: **Incorporate the following programmatic changes as directed by the District:**

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

GENERAL

- This PC building is critical to the project schedule.
- Project Frog can meet the requirements to submit its PC 12-classroom building to DSA on 1/8/2018.

CONTRACT

- Project Frog to provide LCA with fee for PC building
- Project Frog to provide LCA with engineering fee for site retaining wall (coordinate with civil & landscape)
- Project Frog to provide LCA with engineering fee for make generic MEP systems site specific
- Project Frog to send over a revised fee proposal ASAP.
- LCA, in response to PF proposal, will send over draft AIA contract for Project Frog to review.
- Project Frog to be intimately involved during DSA review and approval process.

LCA WORK

- LCA responsible to assemble all drawings and specifications and submit to DSA
- LCA Subconsultant Civil & Landscape to provide site work around building
- LCA Subconsultant Electrical to provide fire alarm & low-voltage for the building

OUSD COORDINATION

- LCA to provide Project Frog link to OUSD standards
- Project Frog PC Mechanical Systems to be coordinated with OUSD standards
- Project Frog PC Plumbing Fixtures to be coordinated with OUSD standards
- Elevator is deferred approval—coordinate with District standards
- Interior finishes need to be coordinated with District standards

POTENTIAL CUSTOMIZATION

- Sheet A201 - Corner of building facing Foothill & 47th Avenue can be customized as long as weight of exterior finishes is no more than 10 PSF.
- Sheet A201 – Control joints can be adjusted depending on how cement plaster is to be painted
- Sheet A201 / Detail 2 – Both roof ladders to be eliminated / corridor clerestory windows to be translucent glazing
- Sheet A201 / Detail 4 – 2 doors along 47th Avenue behind large retaining wall are a problem. See Sheet A101 – access electrical room and fire riser from data room. If possible eliminate exterior doors at back of building along 47th Avenue.

PROJECT COORDINATION

- LCA will coordinate with Building and OUSD PM to incorporate Project Frog into routine coordination meetings
- Project Frog to provide us with the names of everyone who needs to be copied on this project moving forward
- Project Frog to send LCA copy of REVIT model

Description	A&E Fee
Architectural Coordination	= No Charge
Project Frog	
Option 1 - 12 Classroom; 2-Story; Double Loaded Base (PC) 19,272 SF Design Fee	\$67,445.00
Structural Design for Soil Retention System (SRS)	\$20,000.00
MEPF Site Adapt + Construction Admin	\$23,500.00
Total	Not to Exceed \$110,945.00

TOTAL ADDITIONAL SERVICE REQUEST (Not to Exceed)**\$110,945.00**

Thank you,


 Carl Campos, CEO
 LCA Architects Inc.

12/7/17

Date

OUSD

Date

Authorization of Additional Services indicated.

Attachments:

- Project Frog Fee Proposal dated 10/6/17 (9 pages)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2018

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Sean Kratz	
	PHONE (A/C, No, Ext): 510-465-3090	FAX (A/C, No): 510-452-2193
	E-MAIL ADDRESS: skratz@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance Co.	29424
	INSURER B : National Union Fire Ins Co PittsburghPA	19445
	INSURER C : American Automobile Ins. Co.	21849
	INSURER D : Arch Insurance Company	11150
	INSURER E :	
	INSURER F :	

INSURED
LCA Architects, Inc.
590 Ygnacio Valley Road
Walnut Creek CA 94596

LCAARCHIT

COVERAGES**CERTIFICATE NUMBER:** 54740424**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWLQ8132	5/30/2018	5/30/2019	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE028019639	5/30/2018	5/30/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0001811801	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			PAAEP0020102	12/1/2018	12/1/2019	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

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

Re: 14019 OUSD - Fremont High School

Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, volunteers and directors are named as Additional Insureds as respects General Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached. SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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".

The person(s) or organization(s) 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 the provision only for that period of time required by the contract, agreement or permit.

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

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (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.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have 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 you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: LCA Architects, Inc.

Policy Number SCW0001811801

Producer: Dealey, Renton & Associates

Effective Date 1/1/2018

Schedule

Person or Organization

Oakland Unified School District
955 High Street
Oakland CA 94601

Job Description

Re: 14019 OUSD - Fremont High School
- Oakland Unified School District, the Construction
Manager, their representatives, consultants,
trustees, officers, officials, employees, agents,
volunteers and directors

Additional Premium %

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 4 to AN ARCHITECTURAL AGREEMENT

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change.
4. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment
Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Board approved copy of the original contract and any prior Amendments.

Contractor Information

Contractor Name	LCA Architects	Contractor's Contact		Carl Campos		
OUSD Vendor ID #	002515	Title		Manager		
Street Address	245 Ygnacio Valley Road	City, State	Walnut Creek, CA		Zip Code	94596
Telephone	925-944-1626	Email (required)	ccampos@lca-architects.com			

Compensation and Terms

Current Contract Amount	\$5,441,710.00	OUSD Vendor ID #	002515	Start Date of Original Contract	3-13-2016
Amount of Increase	3,165,755	Original PO #		Current Term End Date	12-31-2020
Amount of Decrease		New Requisition #		New Term End Date*	12-31-2020
New Total Contract Amount	8,607,465	% Change		*Must be no more than five years from the start date	

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

Requisition No.	Budget Number	Resource Name	Amount
	210-9450-0-9594-8500-6215-302-9180-9905-9999-99999	9450/9594	\$ 3,165,755.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	18-1476	Fremont High School New Construction Project	\$5,441,710.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.org		
Site/Dept. Name	Department of Facilities Planning and Management	Site #	918	Phone	510-535-7038

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			11/18/18
2. Resource Manager (if restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			12/18/18
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Rev. 8/16/18

Board Office Use: Legislative File Info.	
File ID Number	18- 1825
Introduction Date	9-12-2018
Enactment Number	18-1476
Enactment Date	9/12/18 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date September 12, 2018

Subject Amendment No. 3, an Architectural Agreement -LCA Architects -Fremont New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 3, for an Architectural Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide additional revised construction documents for Increments 1 & 2 to reflect the site features, doorways, and utilities added to the previous survey, in conjunction with the Fremont New Construction Project, for performance of services specified in the scope of work in an amount of \$20,950.00 increasing the previous contract amount from \$5,420,760.00 to a not-to-exceed amount of \$5,441,710.00. All remaining portions of the agreement shall remain in full force and effect.

Discussion Additional services needed for safety concerns for the upgrade to the existing building.

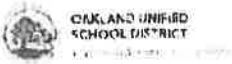
LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 3, for an Architectural Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide additional revised construction documents for Increments 1 & 2 to reflect the site features, doorways, and utilities added to the previous survey, in conjunction with the Fremont New Construction Project, for performance of services specified in the scope of work in an amount of \$20,950.00 increasing the previous contract amount from \$5,420,760.00 to a not-to-exceed amount of \$5,441,710.00. All remaining portions of the agreement shall remain in full force and effect.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1, including scope of work
- Consultant Proposal
- Insurance certificate



AMENDMENT NO. 3 TO AN ARCHITECTURAL AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and LCA Architects. OUSD entered into an Agreement with CONTRACTOR for services on April 13, 2016, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope includes revised construction documents for increments 1 & 2 to reflect the site features, doorways, and utilities added to the previous survey. Consultant to extensive redesign of landscape, planting & irrigation plans.</u>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$20,950.00 to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is Five million, four hundred forty-one thousand, seven hundred ten NO/100 dollars (\$5,441,710.00).		

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	3-28-2018	Addition services for seismic strengthening of the roof & walls	\$74,760.00
2	5-9-2018	Provide planning, criteria, design and oversight for production systems	\$30,000.00

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

Almee Eng
Almee Eng, President,
Board of Education

9/13/18

Date

Kyla Johnson-Trammell
Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

9/13/18


Date

CONTRACTOR

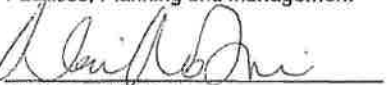
[Signature]
Contractor Signature

Print Name, Title

9/14/18
Date


 Timothy White, Deputy Chief
 Facilities, Planning and Management

Date _____


 Marion McWilliams,
 General Counsel, Facilities, Planning and Management

Date 8/20/18

EXHIBIT "A" Scope of Work

Contractor Name: LCA Architects

Billing Rate: Twenty thousand, nine hundred fifty NO/100 dollars (\$20,950.00)

1. Description of Services to be Provided

The scope includes revised construction documents for Increments 1 & 2 to reflect the site features, doorways, and utilities added to the previous survey. Consultant to extensive redesign of landscape, planting & irrigation plans.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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 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

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>


 Tadashi Nakadegawa
 Director of Facilities Planning & Management



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.

PROJECT: Fremont High School Modernization & New Construction LCA #14019
DATE: July 17, 2018
OWNER: Oakland Unified School District – Attn: Amy Haedt
WORK: Site Revisions per Supplemental Survey

SCOPE OF SERVICES:

This ASR is based on the issuance of a revised topographic survey on March 12, 2018 for the site with additional information and utilities shown, along with potholing efforts by the Contractor and subsequent revisions resulting from the newly provided information.

CDG has revised the Construction Documents for Increment 1 to reflect the site features, doorways, and utilities added to the previously issued survey. In addition, CDG has implemented changes to the plans in response to the discovered utilities by the Contractor during potholing activities. Construction phase services in support of the revised design shall be provided.

CDG has revised the Construction Documents for Increment 2 to reflect the site features and utilities added to the previously issued survey. In addition, CDG has implemented changes to the plans in response to the discovered utilities by the Contractor during potholing activities. Construction phase services in support of the revised design shall be provided.

KMC has performed extensive redesign of landscape, planting and irrigation plans in coordination with the changes to the civil backgrounds as a result of the supplementary survey information that was received.

LCA continues to perform the required coordination under the terms of the existing contract.

All the work described in this ASR has already been performed by the design team in support of Construction for Increment 1 and DSA Approval for Increment 2.



ADDITIONAL SERVICE REQUEST

8

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

1. PROJECT FEE SCHEDULE

	Hours	Rate	Fee
CIVIL - Calichi Design Group			\$12,175.00
LANDSCAPE - Keller Mitchel			\$6,870.00
Total			\$19,045.00

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,

Carl Campos, CEO
LCA Architects

DATE

DISTRICT REPRESENTATIVE
Authorization of Additional Services Indicated

DATE

ATTACHMENTS

- Exhibit A - CalChi Design Group ASR #1 dated 05/11/18 (3 pages)
- Exhibit B - Keller Mitchell & Co Extra Services dated 5/8/18 (1 page)



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 1

May 11, 2018

Exhibit A

Mr. Joel Williams

Architect

LCA Architects, Inc.

590 Ygnacio Valley Road, Suite 310

Walnut Creek, CA 94596

(925) 944-1626

RE: Additional Service Request (ASR) #1 for Professional Civil Engineering and related services for the Fremont High School Campus Renovations Increments 1 and 2

Mr. Williams:

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

PROJECT UNDERSTANDING: This ASR #1 is based on the District issuing a revised topographic survey on March 12, 2018 for the site with additional information and utilities shown along with potholing efforts by the Contractor and subsequent revisions resulting from the newly discovered information.

In addition, the District determined after both Increments 1 and 2 were submitted to DSA for review that the project is only responsible for treating the disturbed areas of the site. This is new information relative to the EIR approved for the project stating full compliance with Municipal Regional Permit.

The following assumptions have been used to draft this ASR:

- There are no changes to the legal property boundary or easements.
- The standards and practices in effect at all agencies having jurisdiction at the time of this ASR will remain unchanged and in effect throughout the course of the Project. Should there be changes to the development code, or revisions to the standards that will result in changes to the scope of services or project as presented, CDG will provide revisions to the plans and supplemental studies, as required. This work will be completed under a separate contract.

The following items, if required, will be provided by others:

- Payment of all Permit or Impact Fees resulting from the revisions.

The following items, if required or desired, may be provided as an Additional Service:

- Physical Utility Exploration, Potholing, Mechanical Detection, Verification, Testing, or Inspections
- Certifications or Liability Releases

SCOPE OF SERVICES:

Task 1: Increment 1 Plan Site, Grading, and Utility Revisions – CDG will revise the Construction Documents for Increment 1 to reflect the site features, doorways, and utilities added to the previously issued survey. In addition, CDG will implement changes to the plans in response to the discovered utilities by the Contractor during potholing activities. Hours spent to date on the revisions can be provided upon request.

CDG has will provide construction phase services in support of the revised plans.

Deliverable: Electronic copies (AutoCAD and pdf) of the revised plans.



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 2

Task 1: Increment 2 Plan Revisions – CDG will revise the Construction Documents for Increment 2 to reflect the site features and utilities added to the previously issued survey. In addition, CDG will implement changes to the plans in response to the discovered utilities by the Contractor during potholing activities. Hours spent to date on the revisions can be provided upon request.

CDG has will provide construction phase services in support of the revised plans.

Deliverable: Electronic copies (AutoCAD and pdf) of the revised plans.

Additional Services - Any services not specifically and expressly listed in the Tasks above may be completed on an hourly basis. Subsequent iterations of any of the Tasks listed above can be undertaken using for the same scope and fee that appears above if undertaken within 6 months of the date of this ASR. 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. In addition to this remedy, the Client has the option to renegotiate lump sum fees for additional consulting services.

Information Provided By Client - CDG shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The following information shall be provided by the Client:

- Signed ASR
- Legal access to the site
- Previous project submittals, conditions of approval or other correspondence with agencies
- Comprehensive utility as-builts in pdf format for the site
- 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.

Use of Information - The Client may use the information produced as part of its due diligence, but should not use it as the sole basis for the Client's decision making. 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 ASR 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 term "the Client" shall refer to LCA Architects, Inc.



CALICHI DESIGN GROUP

3240 Peralta Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com

Page | 3

METHOD OF COMPENSATION: *ASR #1 for Professional Civil Engineering and related services for the Fremont High School*

Task	Task Description	Labor Fee
1	Increment 1 Plan Revisions	\$ 4,850
2	Increment 2 Plan Revisions	\$ 6,825
EXPENSE	Reimbursable Expenses (Estimated)	\$ 500

Fees listed above are Lump Sum unless specified otherwise. All Terms and Conditions shall be per the Base Contract dated December 16, 2015.

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute this ASR in the spaces provided below and return a copy to us by email. Fees and times stated in this ASR are valid for thirty (30) days after the date of this letter.

We appreciate the opportunity to present this proposal to you. Please do not hesitate to contact me if you have any questions.

CaliChi Design Group

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

TITLE: Principal

DATE: May 11, 2018

Keller Mitchell & Co.
Landscape Architecture

May 8, 2018

302 Fourth Street
Oakland, CA 94607
T (510) 451-9987
F (510) 452-9987

Exhibit B

Brent Randall
LCA Architects
5900 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

RE: Fremont High School Increment #2
Landscape Architectural Extra Services

Dear Brent:

As you are aware, Fremont High School Increment #2 is getting ready to go into backcheck and Cahill Contractors had some issues with Building B and the Project Frog building waterproofing, shoring issues at the sidewalk and the bio retention areas. As a result of these issues, we will need to revise our drawings to be in line with the revised civil bases. It will affect our layout, planting and irrigation drawings. We will bill you on an hourly not to exceed basis for the modifications.

Here are the following hours and staff associated time with this issue:

Amy Cupples	34 hours @ \$180 =	\$ 6,120
Irrigation Consultant	6 hours @ \$125 =	\$ 750
TOTAL		\$ 6,870

If this proposal meets with your approval, please sign and return one executed copy to us for our files. We can start these documents when we receive a signed proposal and new civil bases.

Sincerely,

Accepted:



Jacquie Keller
Principal

LCA Architects

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2018

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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME: Sean Kratz PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: skratz@dealeyrenton.com FAX (A/C, No): 510-452-2193		
INSURED LCAARCHIT LCA Architects, Inc. 590 Ygnacio Valley Road Walnut Creek CA 94596		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Casualty Insurance Co.		29424
		INSURER B: National Union Fire Ins Co PittsburghPA		19445
		INSURER C: American Automobile Ins. Co.		21849
		INSURER D: Arch Insurance Company		11150
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1118643097

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWLQ8132	5/30/2018	5/30/2019	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 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE028019639	5/30/2018	5/30/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0001811801	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			PAAEP0020101	12/1/2017	12/1/2018	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

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

Re: Amendment No. 3 to an Architectural Agreement- Fremont New Construction
Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, volunteers and directors are named as Additional Insureds as respects General Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached. SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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".

The person(s) or organization(s) 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 the provision only for that period of time required by the contract, agreement or permit.

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

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (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.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have 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 you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: LCA Architects, Inc.

Policy Number SCW0001811801

Producer: Dealey, Renton & Associates

Effective Date 1/1/2018

Schedule

Person or Organization

Oakland Unified School District
955 High Street
Oakland CA 94601

Job Description

Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, volunteers and directors

Additional Premium %

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Fremont New Construction

Site 210

Basic Directions

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

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

Contractor Information

Contractor Name LCA Architects Agency's Contact Carl Campos ccampos@lca-architects.co
OUSD Vendor ID # 002515 Vendor Title:
Address 245 Ygnacio Valley Road Telephone 9259441626
Walnut Creek, CA 94596 Policy Expires:
Contractor History Previously been an OUSD contractor? ☐ Yes Worked as an OUSD employee? ☐ Yes
OUSD Project # 13158

Term

Date Work Will Begin 1/16/2016 Date Work Will End By
(not more than 5 years from start date)

Compensation

Total Contract Amount \$5,420,760.00 Total Contract Not To Exceed \$20,950.00
Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount \$5,441,710.00
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	Amount
9350	Fd21 Measure J	210-9350-0-9594-8500-6215-302-9180-9905-9999-99999	6215	\$5,441,710.00

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, Department of Facilities Planning and Management

Signature  Date Approved 8/16/18

2. General Counsel, Department of Facilities Planning and Management

Signature  Date Approved 8/20/18

3. Deputy Chief, Department of Facilities Planning and Management

Signature  Date Approved

4. Senior Business Officer, Board of Education

Signature Date Approved

5. President, Board of Education

Signature Date Approved

Board Office Use: Legislative File Info.	
File ID Number	18-0964
Introduction Date	5-9-2018
Enactment Number	18-0776
Enactment Date	5/9/18 lf



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Roland Broach, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date May 9, 2018

Subject Amendment No. 2 Independent Consultant Agreement - LCA Architects - Fremont New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 2, for an Independent Consultant Agreement between the District and LCA Architects, Walnut Creek, CA, for the latter to provide professional services for the planning, criteria, design and oversight for typical production systems for Recording Studio design in conjunction with the Fremont New Construction Project, in an amount of \$30,000.00, increasing the previous contract amount from \$5,390,760.00 to a not-to-exceed amount of \$5,420,760.00. All remaining portions of the agreement shall remain in full force and effect.
*Agreement approved April 13, 2016; File No. 16-0232; Enactment No.16-0485

Discussion The proposed scope of work will assist the Architect in reviewing the program and design work that has been accomplished to date and provide guidance on the related architectural and engineering accommodations that will be required and to assist the Architect with all contract detail development.

LBP (Local business participation percentage) 48.00%

Recommendation Approval by the Board of Education of Amendment No. 2, for an Independent Consultant Agreement between the District and LCA Architects, Walnut Creek, CA, for the latter to provide professional services for the planning, criteria, design and oversight for typical production systems for Recording Studio design in conjunction with the Fremont New Construction Project, in an amount of \$30,000.00, increasing the previous contract amount from \$5,390,760.00 to a not-to-exceed amount of \$5,420,760.00. All remaining portions of the agreement shall remain in full force and effect.
*Agreement approved April 13, 2016; File No. 16-0232; Enactment No.16-0485



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Fiscal Impact

Fund 21, Measure B

Attachments

- Amendment No. 2, including scope of work
- Insurance Certificate



OAKLAND UNIFIED
SCHOOL DISTRICT

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 18-0964

Department: Facilities Planning and Management

Vendor Name: LCA Architects

Project Name: Fremont New Construction **Project No.:** 13158

Contract Term: Intended Start: 1/16/2016 Intended End: 12/31/2020

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$30,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

This is amendment #2 to LCA/QKA's original contract.

Summarize the services this Vendor will be providing.

This additional scope of services includes professional services for the planning, criteria, design and oversight as described below for the following typical production systems:

1. Production rigging systems
2. Production lighting control
3. Audio visual systems
4. FF&E - draperies, production lighting fixtures, and portable AV equipment

A \$8,000 owner's contingency has been added.

Was this contract competitively bid? ☐ Yes (No if Unchecked)

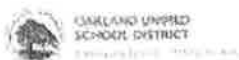
If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- ☒ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process")
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☒ **Other, please provide specific exception**

3) ☐ **Not Applicable - no exception - Project was competitively bid**



AMENDMENT NO. 2 TO ARCHITECTURAL AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and LCA Architects. OUSD entered into an Agreement with CONTRACTOR for services on March 23, 2016, and the parties agree to amend that Agreement as follows:

1. Services:	The scope of work is <u>unchanged</u> .	X The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide professional services for the planning, criteria, design and oversight of typical production systems.</u>		
2. Terms (duration):	X The term of the contract is <u>unchanged</u> .	The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	X The contract price has <u>changed</u> .
If the compensation is changed: The contract price is		
X increase of \$30,000.00 to the original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the contract total is Five Million Four Hundred Twenty Thousand Seven Hundred Sixty and No/100 (\$5,420,760.00).		

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:

X 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	03-28-18	Seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade.	\$74,760.00

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

Aimee Eng 5/10/18
 Aimee Eng, President,
 Board of Education Date

Kyla Johnson-Trammell 5/10/18
 Kyla Johnson-Trammell, Superintendent
 Secretary, Board of Education Date

Roland Broach 6-23-18
 Roland Broach, Interim Deputy Chief
 Facilities, Planning and Management Date

Marion McWilliams 4/24/18
 Marion McWilliams,
 General Counsel, Facilities, Planning and Management Date

CONTRACTOR

Contractor Signature

Date

Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: LCA Architects

Billing Rate: \$30,000.00

1. Description of Services to be Provided

The scope of work to provide professional services for the planning, criteria, design and oversight of typical production systems.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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 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

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>

Cesar Monterrosa
 Director of Facilities Planning & Management



April 5, 2018

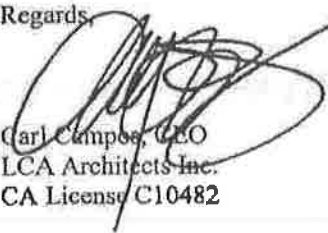
Oakland Unified School District
Division of Facilities Planning & Management Department
955 High Street
Oakland, CA 94601

Regarding: **LCA Architects Authorized Signatories**

To Whom It May Concern:

The Employees bearing Chief Executive Officer (CEO), and President titles are hereby authorized to sign on behalf of Loving Campos Associates Architects, Inc dba LCA Architects Inc., a California corporation.

Regards,



Carl Campos, CEO
LCA Architects Inc.
CA License C10482

CEC:cad



EXHIBIT A

ADDITIONAL SERVICE REQUEST

5

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.

PROJECT: Project Name
Fremont High School Modernization & New Construction
LCA #14019

DATE

February 23, 2018

OWNER: Company / Agency
Oakland Unified School District – Attn: Cesar Monterossa

WORK: Additional Services

DESCRIPTION: Increment #3 Building B - Recording Studio Design

1. Architectural (LCA) and AV Design Services
2. Coordinate integration of Theater Consultants' work with Architect, Structural, Electrical, Mechanical/Fire Protection, Cost and Code Consultants.
3. Retain Theater / AV Consultant as follows:
 - A. Scope includes planning, criteria, design and oversight as described below for the following typical Production Systems:
 1. Production Rigging Systems (maximum budget assumed: \$50,000)
 2. Production Lighting Control (maximum budget assumed: \$50,000)
 3. Audio Visual Systems (maximum budget assumed: \$200,000)
 4. FF&E:
 - Draperies
 - Production Lighting Fixtures
 - Portable AV Equipment
 - B. Assist the Architect in reviewing the program and design work that has been accomplished to date. Focus of the review will be on determining the highest and best of use of the available resources with the intent of maximizing aesthetic impact, and education and production functionality. Review and advice will take place in meetings as outlined below and be issued in the form of written memoranda and sketches if required.
 - C. Provide guidance on the related architectural and engineering accommodations that will be required. Review and advice will take place in meetings as outlined below, and be issued in the form of sketches and written reports and memoranda. Meetings and related travel during the Schematic Design phase of the project within this proposal are limited to: One partial day of meetings in the San Francisco Bay Area, CA.
 - D. Contract Documents Phase: Based upon a written authorization from the Architect, provide the following services during the Contract Documents phase of the project:
 1. Detail Development: We will continue to assist the Architect and Engineers in developing detail of the project within Consultant's field of responsibility. Solutions will be developed in meetings and in the form of sketches and written memoranda.

2. Production Systems Documentation: provide one preliminary and one final set of drawings and specifications for the systems listed above. Deliverables will include contract document - level documents that shall set forth in detail the systems within Consultant's field of responsibility, sufficient to bid and construct the systems, and to be used for coordination with other Consultants. Drawings will be developed in the current release of 2D AutoCAD (saved backward as required) and specifications, if necessary, will be in standard CSI format. Documents will be provided in .pdf and/or hard copy only. Building background 2D AutoCAD compatible files and all updates and revisions thereto shall be provided by the Architect. Changes in specification format or drawing organization after the initial format is issued by the Architect shall be considered an additional service.
3. Review: provide a thorough review of one preliminary set and the final CD set of drawings to aid in the overall coordination of the documents. Recommendations will be provided in a written report and/or marked-up drawings. The Architect will provide .pdf sets for review.
4. Meetings: Meetings and related travel during the Contract Documents phase of the project within this proposal are limited to: Two partial days of meetings in CA Bay Area.
5. Agency Review/Bidding: Agency Review: be available by telephone to answer questions from the Architect or Building Agency within Consultant's field of responsibility. Agency meetings or exhaustive code analysis will be considered an additional service.
6. Bidding: answer bid questions, review bids and advise the Client as to their completeness relative to the bid documents. Pre-bid meetings, bid review meetings and contractor interviews are not included in this scope, but are available as an additional service.
7. Redesign: Should it be necessary to invoke substantial redesign of the systems for which Consultant is responsible due to the receipt of bids over the Client's approved budget and contingency for those systems, Consultant will provide revised documents at no additional cost. Any redesign efforts due to overages outside of Consultant's systems responsibility, or revisions in their criteria or scope based on other Consultants' work will be considered an additional service.
8. Construction: Based upon the successful award of the contract for construction and authorization to proceed, provide construction administration services as outlined herein within Consultant's field of responsibility. RFI's, bulletins and change orders: Respond to issues that arise within Consultant's field of responsibility.
9. Shop Drawings: review and stamp two submissions of shop drawings for each specification section Consultant authors. Review shop drawings of systems directly related or adjacent to theatrical function such as structural and sprinkler layouts in production spaces, mechanical and production related electrical. For areas outside of Consultant's field, provide a letter of comments and/or mark-ups, but not stamp them.

10. Intermediate Site Visits: visit the site during construction at times appropriate to observe the work in progress in conformance with the design intent of the bid documents and to discuss and assist in coordinating solutions. Provide a written report after each visit. Intermediate site visits and related travel within this scope of work will be limited to: Two partial personnel-day visits. Further Intermediate visits are available as an additional service.
11. Final Checkouts: Based upon written notice from the Contractor that the work within Consultant's field is complete, provide a final checkout of all production systems Consultant has specified. A written punchlist will be provided. Further backcheck of systems will be considered an additional service. Specifications include a clause stating that if Consultant is requested to review systems that are incomplete in actuality, the Contractor will be back-charged for a repeat checkout. Checkout time will be limited to: Two personnel-days of checkout sessions.

E. Assumptions:

1. The project is to include a Video and audio recording studio.
2. The project will be administered as a state funded, design-bid-build project and under the jurisdiction of the California DSA. The project will involve new and renovated construction and new technical systems.
3. Work will be in two basic areas of consultation: architectural and engineering aspects that affect the facility's function, and theatre production systems and AV systems and accommodations. Typical architectural and engineering guidance includes:
 - Program verification
 - Adjacency and dimensional planning
 - Performer and technical circulation, technical areas and stage configurations
 - Structural, mechanical, electrical and piping criteria for production operation and systems accommodations
4. Assumes a level of sophistication of the production systems within the maximum budgets as assumed from a typical CA High School Career Technical Education space project budget. Should the systems increase in scope, Consultant's fees will be equitably adjusted.
5. Related structural support elements and the structure for technical levels such as floors, catwalks and gridirons shall be the responsibility of the Structural Engineer.
6. The production equipment will be specified in Division 11 of the specifications. All related electrical design, components and services that control or fall under Division 26 shall be the responsibility of the Electrical Engineer. For low voltage production control systems, Consultant's scope includes specification of theatrical wiring devices, point to point diagrams, infrastructure criteria and wire types, but not design or documentation of the Div. 26 infrastructure such as conduit size and route, power wire, back boxes, or any power systems.
7. Assumes that all building-integrated systems as well as FF&E equipment packages are designed, coordinated, documented and bid within the base building design and construction process.

8. Coordination of design, bidding and construction of these systems outside of the base contract for construction will be considered an additional service.
9. Consultant will not be providing services in IT, communications, acoustics or noise isolation in this scope of work.
10. Professional stamping and representation to building agencies is not included in this scope of work. In our experience, professional stamping of production systems documents is not normally required by building agencies.

F. Exclusions

1. The following tasks are not included in this scope of work and would be considered an additional service:
 - a. Work required due to errors outside of our field.
 - b. Responses to RFI's where the information is within the document set.
 - c. Incorporation of addenda into the Construction Documents.
 - d. Further review of resubmitted sections.
 - e. Review of submissions outside of the Contractor's Submittal Schedule.
 - f. Review of Change Order Proposals requiring research, evaluation or preparation or revision of Instruments of Service.
 - g. Evaluation of extensive number claims submitted by the Contractor or others in connection with the Work.
 - h. Evaluation of Substitutions after Award of Construction Contract unless due to unavailability or unsuitability of specified product or system.
 - i. Preparation of design and documentation for complex Bid Alternates or an unusual quantity of Bid Alternates.
 - j. Preparation of design and documentation for Owner initiated Proposal Requests after Construction Contract Award.
 - k. More than 1 observation to determine whether Work is Substantially Complete in accordance with Contract Documents.
 - l. More than 1 observation to determine Final Completion of the Work in accordance with Contract Documents.
 - m. Providing Contract Administration Services more than 60 days after the date of Substantial Completion of the Work.

For this work, we respectfully request the following compensation:

ASR FEE SCHEDULE

1. PROJECT FEE SCHEDULE

LCA Architects	Hours	Rate	Fee
Schematic Design		\$195	\$0.00
Design Development		\$195	\$0.00
Construction Documents		\$195	\$0.00
DSA Review & Approval		\$195	\$0.00
Bidding		\$195	\$0.00
Construction Administration		\$195	\$0.00
Project Closeout		\$195	\$0.00
SUBTOTAL			\$0.00
Consultant: Shalleck Collaborative Inc.			\$22,000.00
Total			\$22,000.00

If you have any questions, please let us know.

We look forward to being of assistance with this additional work.

Thank you,

Carl Campos, CEO
LCA Architects

DATE

DISTRICT REPRESENTATIVE
Authorization of Additional Services Indicated

DATE

ATTACHMENTS

- Exhibit A- Shalleck Collaborative Proposal dated 2/22/18, (8 pages)

February 22, 2018

To: Carl Campos
LCA Architects
590 Ygnacio Valley Road, Suite 310,
Walnut Creek, CA 94596

cc: Joel Williams, Architect
LCA Architects

re: Oakland USD – Freemont HS Modernization and New Construction
Increment #3 - Building B Renovation
Proposal for Theatre and AV Consulting Services

Dear Carl,

Thank you for inviting The Shalleck Collaborative, Inc. (The SC) to join your design team for the Freemont HS Increment 3 project. In response to your request and based upon your e-mails and attachments from 2/20/18 and our assumptions of what the project should require, we are pleased to submit the following proposal for theatre and AV consulting services. If authorized to proceed, this proposal would become the agreement or the scope of work attachment to a formal agreement based on standard AIA documents.

We would also like to take this opportunity to suggest that the related scopes of work by other Consultants be verified and coordinated, as our work will be integrated with efforts primarily of the Architect, Structural, Electrical, Mechanical/Fire Protection, Cost and Code Consultants. The extent and limits of our work are described herein, but if there are any questions, we encourage an open dialog with those consultants.

Project Description

This proposal assumes the project to include a Video and audio recording studio.

The project will be administered as a state funded, design-bid-build project and under the jurisdiction of the California DSA. The project will involve new and renovated construction and new technical systems.

Scope of Work

Field of Responsibility

The SC's work will be in two basic areas of consultation: architectural and engineering aspects that affect the facility's function, and theatre production systems and AV systems and accommodations. Typical architectural and engineering guidance includes:

- Program verification
- Adjacency and dimensional planning
- Performer and technical circulation, technical areas and stage configurations
- Structural, mechanical, electrical and piping criteria for production operation and systems accommodations

Production Systems Documentation

This proposal includes planning, criteria, design and oversight as described below for the following typical Production Systems:

- Production Rigging Systems (maximum budget assumed: \$50,000)
- Production Lighting Control (maximum budget assumed: \$50,000)
- Audio Visual Systems (maximum budget assumed: \$200,000)

FF&E:

- Draperies
- Production Lighting Fixtures
- Portable AV Equipment

Maximum budgets assumed: This proposal assumes a level of sophistication of the production systems within the maximum budgets as assumed from a typical CA High School Career Technical Education space project budget. Should the systems increase in scope, our fees will be equitably adjusted.

Related Services Limits

Architectural and engineering services are not included in this scope of work. Although we are versed in the applicable codes and trades, and will make recommendations for their design intent, this proposal assumes that the Architect of Record and related Engineers are providing complete professional services as required by governing laws, codes and governmental agencies.

Related structural support elements and the structure for technical levels such as floors, catwalks and gridirons shall be the responsibility of the Structural Engineer.

The production equipment will be specified in Division 11 of the specifications. All related electrical design, components and services that control or fall under Division 26 shall be the responsibility of the Electrical Engineer. For low voltage production control systems, this proposal includes specification of theatrical wiring devices, point to point diagrams, infrastructure criteria and wire types, but not design or documentation of the Div. 26 infrastructure such as conduit size and route, power wire, back boxes, or any power systems.

This proposal assumes that all building-integrated systems as well as FF&E equipment packages are designed, coordinated, documented and bid within the base building design and construction process. Coordination of design, bidding and construction of these systems outside of the base contract for construction will be considered an additional service.

The SC will not be providing services in IT, communications, acoustics or noise isolation in this scope of work.

Professional stamping and representation to building agencies is not included in this scope of work. In our experience, professional stamping of production systems documents is not normally required by building agencies.

Program Verification and Schematic Design

Design Progress: Within our field of responsibility, we will assist the Architect in reviewing the program and design work that has been accomplished to date. Focus of the review will be on determining the highest and best use of the available resources with the intent of maximizing aesthetic impact, and education and production functionality. Review and advice will take place in meetings as outlined below and be issued in the form of written memoranda and sketches if required.

Engineering Accommodations: We will provide guidance on the related architectural and engineering accommodations that will be required. Review and advice will take place in meetings as outlined below, and be issued in the form of sketches and written reports and memoranda.

Production Systems Budget Recommendations: We will provide budget recommendations for the systems as outlined in the narrative.

Meetings: Meetings and related travel during the Schematic Design phase of the project within this proposal are limited to:

- One partial day of meetings in the San Francisco Bay Area, CA

Contract Documents Phase

Based upon a written authorization from the Architect, we will provide the following services during the Contract Documents phase of the project:

Detail Development: We will continue to assist the Architect and Engineers in developing detail of the project within our field of responsibility. Solutions will be developed in meetings and in the form of sketches and written memoranda.

Production Systems Documentation: We will provide one preliminary and one final set of drawings and specifications for the systems listed above. Deliverables will include contract document - level documents that shall set forth in detail the systems within our field of responsibility, sufficient to bid and construct the systems, and to be used for coordination with other Consultants.

Drawings will be developed in the current release of 2D AutoCAD (saved backward as required) and specifications, if necessary, will be in standard CSI format. Documents will be provided in .pdf and/or hard copy only. Building background 2D AutoCAD compatible files and all updates and revisions thereto shall be provided by the Architect. Changes in specification format or drawing organization after the initial format is issued by the Architect shall be considered an additional service.

Review: We will provide a thorough review of one preliminary set and the final CD set of drawings to aid in the overall coordination of the documents. Recommendations will be provided in a written report and/or marked-up drawings. The Architect will provide .pdf sets for our review.

Meetings: Meetings and related travel during the Contract Documents phase of the project within this proposal are limited to:

- Two partial days of meetings in CA Bay Area

Agency Review/Bidding

Agency Review: We will be available by telephone to answer questions from the Architect or Building Agency within our field of responsibility. Agency meetings or exhaustive code analysis will be considered an additional service.

Bidding: We will answer bid questions, review bids and advise the Client as to their completeness relative to the bid documents. Pre-bid meetings, bid review meetings and contractor interviews are *not* included in this proposal, but are available as an additional service.

Redesign: Should it be necessary to invoke substantial redesign of the systems for which we are responsible due to the receipt of bids over the Client's approved budget and contingency for those systems, we will provide revised documents at no additional cost. Any redesign efforts due to overages outside of our systems responsibility, or revisions in their criteria or scope based on other Consultants work will be considered an additional service.

Construction

Based upon the successful award of the contract for construction and authorization to proceed, we will provide construction administration services as outlined herein within our field of responsibility.

RFI's, bulletins and change orders: We will respond to issues that arise within our field of responsibility.

Shop Drawings: We will review and stamp two submissions of shop drawings for each specification section we author. We will review shop drawings of systems directly related or adjacent to theatrical function such as structural and sprinkler layouts in production spaces, mechanical and production related electrical. For areas outside of our field, we will provide a letter of comments and/or mark-ups, but we will not stamp them.

Construction Phase Additional Services: The following tasks are *not* included in this scope of work and would be considered an additional service:

- Work required due to errors outside of our field.
- Responses to RFI's where the information is within the document set.
- Incorporation of addenda into the Construction Documents.
- Further review of resubmitted sections.
- Review of submissions outside of the Contractor's Submittal Schedule.
- Review of Change Order Proposals requiring research, evaluation or preparation or revision of Instruments of Service.
- Evaluation of extensive number claims submitted by the Contractor or others in connection with the Work.
- Evaluation of Substitutions after Award of Construction Contract unless due to unavailability or unsuitability of specified product or system.
- Preparation of design and documentation for complex Bid Alternates or an unusual quantity of Bid Alternates.
- Preparation of design and documentation for Owner initiated Proposal Requests after Construction Contract Award.
- More than 1 inspection to determine whether Work is Substantially Complete in accordance with Contract Documents.
- More than 1 inspection to determine Final Completion of the Work in accordance with Contract Documents.
- Providing Contract Administration Services more than 60 days after the date of Substantial Completion of the Work.

Intermediate Site Visits: We will visit the site during construction at times appropriate to observe the work in progress in conformance with the design intent of the bid documents and to discuss and assist in coordinating solutions. We will provide a written report after each visit. Intermediate site visits and related travel within this scope of work will be limited to:

- Two partial personnel-day visits

Further intermediate visits are available as an additional service.

Final Checkouts: Based upon written notice from the Contractor that the work within our field is complete, we will provide a final checkout of all production systems we have specified. A written punchlist will be provided. Further backcheck of systems will be considered an additional service. We will include in our specifications a clause stating that if we are requested to review systems that are incomplete in actuality, the Contractor will be back-charged for a repeat checkout. Checkout time will be limited to:

- Two personnel-days of checkout sessions

Project Schedule

This proposal assumes the following schedule:

- | | |
|--------------------------------------|-----------------------------|
| ▪ Programming verification + | |
| ▪ Schematic Design | February 2018 |
| ▪ Construction Documents | February - March 2018 |
| ▪ Agency Review/Bid | March 2018 - August 2018 |
| ▪ Construction Administration | August 2018 - November 2019 |

Should this schedule be extended due to causes other than our own, our fees will be equitably adjusted.

Fees

Compensation for the services outlined herein will be billed on a fixed fee plus reimbursable expenses basis. Fees will be as follows. Expenses are included in these fees.

Phase	Base Fee
▪ Programming Verification +	
▪ Schematic Design	\$3,300
▪ Construction Documents	\$12,100
▪ Agency Review/Bid	\$1,100
▪ Construction Administration	\$5,500
▪ Total Fee	\$22,000

Should a design-build method of delivery be engaged for related architectural of engineering elements our fees will be increased by 10% from the phase in which that service commences.

Rates

The Shalleck Collaborative's hourly rates for 2018 are as follows:

Employee	Rate
▪ Principal	\$175-\$250
▪ Project Manager and Systems Designer	\$120-\$175
▪ Draftsperson	\$110-\$130

These rates may be adjusted annually as of January 1st of each year. Invoices will be issued monthly and are due within 30 days.

Reimbursable Expenses

Reimbursable expenses are included in the fee limits quoted above. Expenses will be billed at cost plus a 10% mark-up. Expenses typically include:

- Travel to meetings and the project site from Berkeley, CA
- Meals during meetings or site visits
- Printing and plotting costs
- Communications including telephone, fax and delivery charges

Expenses beyond of the number of printings or meetings/site visits as outlined above or expenses for any travel beyond a 50 mile radius of the project site or the Shalleck collaborative Offices in Berkeley, CA shall be billed as an additional service.

Additional Compensatory Items

In addition to the fees and expenses listed herein, the Architect shall provide at no cost to The SC as a part of compensation, a complete set of promotional renderings if made during the course of the project, and professional photography of the completed project. Deliverables shall include professionally prepared high resolution digital photography files of the performance and educational spaces and full rights of use by The SC for promotional and informational use. All subsequent use of these materials by The SC will include credit to the Architect and Render/Photographer(s).

Where the Architect is mentioned in materials and promotion for the project, The Shalleck Collaborative, Inc. will be credited as Theatre and AV Consultant.

Additional Services

Services outside of those within this proposal will be considered additional and will not be provided unless authorized in writing by the Architect. They will be provided on a time and materials basis and billed at the rates listed above.

Termination

An agreement may be terminated by either party should the other party fail substantially to perform under the terms of the agreement, and after good faith has been extended by stipulating in writing that

cause is immanent. Termination shall be effective ten working days after written notice is received. Fees and expenses shall be paid to The SC through the time that termination becomes effective, and shall include fees related to the orderly termination of this agreement including but not limited to demobilization, associated overhead costs and all other expenses directly resulting from the termination.

Ownership and Use of the Documents

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments (collectively called "the documents") prepared by The SC as instruments of service shall remain the property of The SC. The SC shall retain all common law, statutory and other reserved rights including copyright thereto. License to use and reprint the documents for use on this specific project by the building Owner shall be granted. No party outside of The SC may reuse or make any modification to the documents without the prior written authorization of The SC. The Client shall agree, to the fullest extent permitted by law, to indemnify and hold harmless The SC, its officers, directors, employees and its subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of The SC.

Other Terms and Conditions

When included in The SC's scope of services, budget recommendations are prepared on the basis of The SC's experience and qualifications and represent The SC's judgment as a professional generally familiar with the industry. However, since The SC has no control over the cost of labor, materials, administrative means, timing, equipment or services furnished by others, Contractors' methods of determining prices, or competitive bidding or market conditions, The SC can not and does not guarantee that proposals, bids, or actual construction cost will not vary from The SC's budget recommendations.

Record document services or plotting on materials other than vellum/bond are not included in this proposal, but are available as an additional service.

Neither warranty nor post occupancy services are included in this proposal.

Work with respect to the discovery, identification or remediation of hazardous materials is not included in this proposal.

We will not provide marketing or fundraising materials for the facility.

Other terms shall be per an applicable standard AIA contract to be executed shortly after notice to proceed.

Authorization

If this proposal is accepted, please return one originally signed copy or forward an agreement of your making for our review and signature. If work is to begin prior to the execution of a contract, we will require a written authorization to proceed and letter of intent that references this proposal. Should an agreement not be reached for any reason after authorization to proceed is issued, all fees and expenses provided through the date of such resolution shall be paid to The SC.

We look forward to working with you.

Sincerely,



Adam Shalleck, FAIA.
President, The Shalleck Collaborative, Inc.

Agreed:

Name, Title

date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2018

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 have ADDITIONAL INSURED provisions or 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

CONTACT NAME: Sarah D'anjou
PHONE (A/C, No. Ext): 510-465-3090 FAX (A/C, No): 510-452-2193
E-MAIL: sdanjou@dealeyrenton.com
ADDRESS: sdanjou@dealeyrenton.com

INSURED
LCA Architects, Inc.
590 Ygnacio Valley Road
Walnut Creek CA 94596

LCAARCHIT

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co.	29424
INSURER B: National Union Fire Ins Co PittsburghPA	19445
INSURER C: American Automobile Ins. Co.	21849
INSURER D: Arch Insurance Company	11150
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1455315658

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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWLQ8132	5/30/2017	5/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each 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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			BE031239695	5/30/2017	5/30/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	Y	SCW0001811801	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <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
D	Professional Liability			PAAEP0020101	12/1/2017	12/1/2018	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

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

Re: Fremont New Construction Project - Oakland Unified School District is named as an Additional Insured as respects General Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

Oakland Unified School District
955 High Street
Oakland CA 94601-4404

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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".

The person(s) or organization(s) 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 the provision only for that period of time required by the contract, agreement or permit.

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

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c, below.
- (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.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have 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 you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: LCA Architects, Inc.

Policy Number SCW0001811801

Producer: Dealey, Renton & Associates

Effective Date 1/1/2018

Schedule

Person or Organization

Oakland Unified School District
955 High Street
Oakland CA 94601-4404

Job Description

Re: Fremont New Construction Project - Oakland
Unified School District.

Additional Premium %

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative



Policy Number: 606667707

Date Entered: 04/05/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/ 5/2018

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 have ADDITIONAL INSURED provisions or 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	Peter Kohn Insurance Agency 3000 Citrus Circle, Suite 116 Walnut Creek, CA 94598	CONTACT NAME: Peter B. Kohn PHONE (A/C, No, Ext): (92) 820-1600 E-MAIL: pkohninsurance@gmail.com ADDRESS: pkohninsurance@gmail.com	FAX (A/C, No): (925) 820-1684
INSURED	LCA Architects Inc. 590 Ygnacio Valley Road, Suite 310 Walnut Creek, CA 94596	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Truck Insurance Exchange	21709
		INSURER B:	
		INSURER C:	
		INSURER D:	
		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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	XX	606667707	5/30/2018	5/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2018 Honda Accord Touring; VIN: 1HGCV2F98JA021174
2009 Lexus LS460; VIN: JTHBL46F095088484
2015 Mercedes Benz S 550; VIN: WDDUG8CB6FA141950
2018 Toyota Avalon Hyb.; 4T1BD1EB8JU060076

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn: Karen Bullocks/ Administrative Assistant Facilities Planning & Management 955 High Street Oakland, CA 94601 Re: Fremont High School Improvements	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 Peter Kohn
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Produced using Forms Boss Plus software. www.FormsBoss.com: Imressive Publishing 800-208-1977

Board Office Use: Legislative File Info.	
File ID Number	18- 0495
Introduction Date	3-28-2018
Enactment Number	18-057-3
Enactment Date	3/28/18 02



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education *RB*
From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 Roland Broach, Interim Deputy Chief, Facilities Planning and Management
Board Meeting Date March 28, 2018
Subject Amendment No. 1, an Architectural Agreement -LCA Architects -Fremont New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 1, for an Architectural Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide additional professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade, in conjunction with the Fremont New Construction Project, in the additional amount of \$74,760.00, increasing the Agreement not to exceed amount from \$5,316,000.00 to \$5,390,760.00. All remaining portions of the agreement shall remain in full force and effect.
 *Agreement approved April 13, 2016; File No. 16-0232; Enactment No. 16-0485

Additional services needed for safety concerns for the upgrade to the existing building.

Discussion 100.00%

LBP (Local business participation percentage)

Recommendation

Approval by the Board of Education of Amendment No. 1, for an Architectural Agreement between the District and LCA Architects, Oakland, CA, for the latter to provide additional professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade, in conjunction with the Fremont New Construction Project, in the additional amount of \$74,760.00, increasing the Agreement not to exceed amount from \$5,316,000.00 to \$5,390,760.00. All remaining portions of the agreement shall remain in full force and effect.
 * Agreement approved April 13, 2016; File No. 16-0232; Enactment No. 16-0485

Fund 21, Measure J

Fiscal Impact

Attachments

- Amendment No. 1, including scope of work
- Consultant Proposal



OAKLAND UNIFIED
SCHOOL DISTRICT

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No.

Department: Facilities Planning and Management

Vendor Name: LCA Architects/QKA

Project Name: Fremont New Construction

Project No.: 13158

Contract Term: Intended Start: 1/16/2016 Intended End: 12/31/2020

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$74,760.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

This is amendment #1 to LCA/QKA's original contract.

Summarize the services this Vendor will be providing.

This additional scope of services includes professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade. A \$7,000 owner's contingency has been added.

Was this contract competitively bid? ☐ Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- ☒ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process")
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☒ **Other, please provide specific exception**

3) ☐ **Not Applicable - no exception - Project was competitively bid**



OAKLAND UNIFIED
SCHOOL DISTRICT

LBU EVALUATION FOR OUSD VARIOUS PROJECTS ARCHITECTURAL SERVICES UNDER \$5 MILLION

RFP NO. 13158

March 2015

FIRM/TEAM	LBE/SLBE/SLRBE Firms Names	RESPONSIVE Y/N	PERCENTAGE	Preference Points	NOTES
Jackson Leavenworth Designs		Y	50.0%	2pt	
	Powell + Partners/Kawaski Architects	LBE/SLBE	5.0%		Firm will utilize either firm for a minimum of 5% of proposal
	East Bay Blue Print	SLBE	1.0%		
	Keller Mitchell	SLRBE	3.0%		
	Telemon Engineering	LBE	3.0%		This firm is certified with the City of Oakland as a LBE. On bid proposal, firm was listed as a SLBE
	Kam Yan & Associates	SLBE	10.0%		This firm is certified with the City of Oakland as a SLBE (Certification # 7014). On bid proposal, firm was listed
	Zelger Engineers, Inc.	SLBE	11.0%		
	YEI Engineers, Inc.	SLBE	17.0%		
KKCS		Y	100.0%	4pt	
	KKCS	LBE	40.0%		
	YEI Engineers, Inc.	SLBE	30.0%		
	AE3 Partners, Inc.	SLBE	30.0%		
Kodama Diseno		N	44.0%	0pt	
	Kodama Diseno	SLBE	45.0%		City of Oakland did not verify that this firm is certified. Firm must show City documentation for LBU credit.
	IDA Structural Engineers	SLBE	16.0%		
	YEI Engineers, Inc.	SLBE	8.0%		
	Zelger Engineers, Inc.	SLBE	12.0%		
	Sandis Civil Engineers	LBE	4.0%		
	Keller Mitchell	SLRBE	4.0%		
LCA Architects		Y	100.0%	2pt	
	LCA Architects	LBE	58.0%		
	CallChi Design Group, LLC	SLBE	10.0%		
	KPW Structural Engineers	SLBE	15.0%		
	eDesignC	LBE	10.0%		

36

Prepared by 360 Total Concept

3-9-2015

DESIGN_LBU_Evaluation_OUSD_Various_Projects_under_\$5M_Architectural_Services_RFP_Revised



AMENDMENT NO. 1 TO AN ARCHITECTURAL AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and LCA Architects. OUSD entered into an Agreement with CONTRACTOR for services on April 13, 2016, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of project includes additional professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building facade.</u>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$74,760.00 to original contract amount		
<input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the new contract total is Five million, three hundred ninety thousand, seven hundred sixty NO/100 dollars (\$5,390,760.00).		

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)
			\$ - 0 -

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

Almee Eng
Almee Eng, President,
Board of Education

3/29/18
Date

Kyle Johnson-Trammell
Kyle Johnson-Trammell, Superintendent
Secretary, Board of Education

3/29/18
Date

CONTRACTOR

[Signature]
Contractor Signature

2/16/18
Date

Chris Campos, CEO
Print Name, Title


 Roland Broach, Interim Deputy Chief
 Facilities, Planning and Management

3.1.18

Date


 Marion McWilliams,
 General Counsel, Facilities, Planning and Management

3/1/18

Date

EXHIBIT "A" Scope of Work**Contractor Name: LCA Architects****Billing Rate: Seventy-four thousand, seven hundred sixty NO/100 dollars (\$74,760.00)****1. Description of Services to be Provided**

The scope of project includes additional professional services for seismic strengthening of the roof and tie to walls as well as repairs to the exterior building façade.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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 type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> x Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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>


 Cesar Monterrosa
 Director of Facilities Planning & Management

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.

PROJECT: Project Name
LCA #14019

DATE
January 3, 2018

OWNER: Company / Agency
Oakland Unified School District – Attn: Cesar Monterossa

WORK: Additional Services

DESCRIPTION: Increment #1 of this project includes renovations to the existing Building C (Media & Library Building) on the campus of Fremont High School in Oakland. KPW Engineers performed the structural design work for Increment #1, which includes modifications to the exterior concrete walls with a combination of new openings, infill of existing openings and new concrete shear walls. A freestanding, steel-framed canopy is also provided over the new entry on the North side of the building. These modifications were designed such that a mandatory seismic upgrade of the building would not be triggered.

As part of their consultation services agreement with OUSD, ZFA Engineers reviewed the proposed scope of work for Increment #1 and recommended that additional voluntary strengthening of the building be performed.

The proposed scope of work responds to the outstanding life safety concerns and will allow for the elimination of chain link fencing that currently surrounds the building. Renovations will include retrofit of the anchorage of the wood roof structure to the existing concrete walls, as well as removal and replacement of the deteriorated stone façade detail. A combination of new cement plaster and precast trim/panels will be installed in keeping with the quality and historical nature of the building. Since the building is not on the registry of historic buildings, it is expected that an exact match of the existing features is not required. However, it will be the priority maintain the integrity of the building while providing for a durable and long-lasting solution.

Exhibit A – Project Phases & Deliverables

1. Schematic Design
 - Review and photo-document architectural detailing of existing building
 - Coordinate with structural engineer
 - Facilitate design meeting with engineer & District to confirm extent of work
 - Prepare exterior elevations to describe renovations to cladding systems
 - Deliverables: Schematic Design Drawings for 50% and 100% milestones.
2. Design Development
 - Coordinate with structural engineer
 - Facilitate design meeting with engineer & District to confirm design intent
 - Refine exterior elevations
 - Prepare key details for exterior cladding systems
 - Deliverables: Design Development Drawings for 50% and 100% milestones, Outline Specifications at 50% DD
3. Construction Documents
 - Coordinate with structural engineer
 - Facilitate meeting with engineer & District to finalize design
 - Coordinate with GC for preconstruction services
 - Finalize exterior elevations
 - Finalize cladding system detailing
 - Prepare drawing sets for 50%, 90%, and DSA submission packages
4. DSA Review & Approval
 - Coordinate DSA Submittal Package
 - Submit to DSA
 - Revise drawings in response to DSA comments
 - Participate in DSA Backcheck process to obtain permit
5. Bidding and Negotiation
 - Review bids and provide feedback to District
 - Prepare responses to bid questions
6. Construction Administration
 - Attend meetings with contractor and district during construction
 - Review submittals for conformance with design intent
 - Respond to RFIs
 - Provide feedback to District on contractor requested change orders
7. Project Closeout
 - Perform walkthrough and coordinate with structural engineer to prepare punchlist
 - Provide final verified reports to facilitate DSA Closeout

Exhibit B – 2018 HOURLY FEE SCHEDULE*

DESCRIPTION	HOURLY RATE
<i>Principal</i>	\$215.00
<i>Associate</i>	\$190.00 to \$215.00
<i>Project Manager</i>	\$195.00
<i>Construction Manager</i>	\$150.00 to \$185.00
<i>Project Architect</i>	\$135.00 to \$185.00
<i>Quality Control Manager</i>	\$195.00
<i>Specifications Writer</i>	\$195.00
<i>Job Captain</i>	\$115.00 to \$130.00
<i>Designer</i>	\$95.00 to \$175.00
<i>CAD Tech</i>	\$95.00 to \$140.00
<i>Project Coordinator</i>	\$95.00 to \$135.00
<i>Administration/Research/Presentations</i>	\$90.00 to \$125.00
<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.	\$170.00/hr.
<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/hr.
<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	0.54.5/mile**
Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, long distance phone calls, postage, express mail, and travel outside the Walnut Creek area will be billed on a reimbursable basis: at cost plus 15%.	
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 01/01/2018. Subject to change quarterly.

SCOPE AND APPROACH

Our overarching approach is to provide full service engineering and to focus on strong collaboration and coordination with all team members. The following lists the scope of services that will be provided for this project.

Schematic Design (SD)

1. Attend meetings with stakeholders.
2. Attend one site visit to understand site conditions.
3. Prepare floor plans and key elevations.
4. Prepare Schematic Design Drawings for 50% and 100% milestones.

Design Development (DD)

1. Attend meetings with stakeholders to coordinate design work.
2. Revise the scope of work to reflect any adjustments required to meet the project requirements, including budgetary constraints.
3. Prepare Design Development Drawings for 50% and 100% milestones.
4. Provide an outline specification at 50% DD.

Construction Documents (CD)

1. Attend meetings with stakeholders to coordinate design work.
2. Prepare refined drawings with fully developed framing plans and details that include coordination with architecture, mechanical, and electrical designs.
3. Prepare Construction Document drawings for 50%, 95%, and 100% milestones.
4. Prepare finalized specifications that are coordinated with the design.
5. Provide structural calculations for permit submittal.
6. Attend meetings with DSA to obtain permit.

Bidding and Negotiation

1. Review estimates and bids and provide observations on budget and relative costs.
2. Prepare responses to questions from prospective bidders, as well as clarifications for Addenda to the Bidding Documents.
3. Provide value engineering and cost reconciliation recommendations as required.

Construction Administration (CA)

1. Attend meetings and site visits as deemed required by the architect, but at a minimum to meet the code-required construction observation requirements.
2. Review submittals that pertain to the structural scope. For large packages of shop drawings (we assume not concurrent), we will endeavor to turn around reviews in one week, and commit to no more than two weeks. We will review each submittal no more than two times. If additional submittal reviews are required thereafter, there will be an additional service request.
3. Respond to Requests for Information (RFIs), normally within two working days.
4. Review and comment on change orders.

Project Closeout

1. Perform final walkthrough and assist in developing punch list.
2. Work through change orders and related discussions.
3. Provide final closeout letter when the construction is in accordance with the design intent.

ZFA STRUCTURAL ENGINEERS

san francisco
sacramento
san carlos
santa rosa
napa

January 18, 2018

Oakland Unified School District
Attn.: Amy Haedt
955 High Street
Oakland, CA 94601

RE: OUSD Fremont High School Library Building C
Proposal for Structural Peer Review Services

Amy,

Please find herein our proposal for structural peer review services for the voluntary seismic strengthening and repair of the exterior façade of the library building (Building C) at Fremont High School in Oakland. We understand that KPW will be the engineer of record for this project. This proposal is based on the assumption that the structural scope will consist of an evaluation and voluntary retrofit of the anchorage of the wood roof to the concrete walls, as well as the repair of the existing deteriorated stone façade. It is anticipated that the exterior wall remediation will include the removal of all stone façade panels. Potential options for the new wall finish includes new plaster on the existing concrete (no new façade panels) or the installation of new panels attached to the existing concrete walls. If the structural scope increases, we will provide a revised proposal for additional peer review services.

ZFA will review the structural drawings and calculations for compliance with code and DSA requirements, constructability and cost effectiveness, and OUSD's seismic safety enhancement goals. We propose to perform the scope identified above for a fixed fee of \$5,000. This proposal is in addition to our proposal dated July 24, 2017, which provides for general review services for projects at Fremont High School.

Thank you for providing ZFA Structural Engineers with the opportunity to continue to contribute to improving the Oakland Unified School District's learning environment and safety level.

Sincerely,

ZFA STRUCTURAL ENGINEERS



Ryan Bogart, SE
Senior Associate



Mark A. Moore, SE
Executive Principal

December 8, 2017

LCA Architects
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

Project: Fremont HS – Library Bldg C – Seismic Strengthening
Oakland, CA
KPW Proposal No. 17P584.00

Subject: Fee proposal to provide structural engineering services

Dear Brent:

We are pleased to provide you with this fee proposal for the subject project.

This proposal is based on your email of December 05, 2017.

This project includes the seismic upgrade of the existing 3 story Bldg C to address the outstanding life and safety concerns on the building, as identified in KPW's earlier correspondence to the District during the Concept Design, and as identified in ZFA's report and letter. These efforts are to be considered VOLUNTARY LIMITED Seismic upgrades for the elements or aspects outlined below.

There are two scope items for the upgrades:

Scope Item

1. Seismic Strengthen Roof and Tie to Walls:
Out of plane ties, steel rod bracing, and wood trusses, evaluated and strengthened to meet a life safety performance level.

Note that the proposed work shall be designed such that it does not trigger a full mandatory upgrade of the building.

Scope Item

2. Repairs to the exterior building façade:
Removal of the exterior tile system
Assessment of the existing concrete structural walls and repairs as required (assumed to be sack and patch of the concrete, perhaps a stucco or similar finish added. Alternatively, a GFRC type of cladding system added over the surface of the concrete wall.

We propose to provide structural design services that include the following:

Schematic Design Phase

- Review of the site
- Review of the as-built drawings provided
- Design meetings with LCA and the District during the course of design
- DSA Preliminary design meeting
- Develop materials testing program if required (to be performed by a Contractor and/or Materials Testing Lab retained by the District)
- Schematic Design Drawings

Construction Documents Phase

- Structural design of the renovation
 - Drawings
 - Calculations
 - Specifications

DSA Approval Phase

- Support during DSA plan check

Bid Phase

- Support during Bid

Construction Administration Phase

- Support during construction

Closeout Phase

- Support during DSA closeout

EXCLUDED:

- Mandatory seismic upgrade or rehabilitation as triggered by Code or DSA
- TI and other renovations not directly associated with the proposed seismic strengthening
- Seismic strengthening beyond the limited items noted in this proposal
- Work outside of the building footprint

We propose to provide the above noted services for the lump sum fees inclusive of reimbursables by phase noted below:

Scope Item 1 & 2 combined in the same project and construction documents:

• Schematic Design	\$ 9,500
• Construction Documents (drawings and specifications)	\$10,800
• DSA Approval	\$ 2,200
• Bidding assistance	\$ 540
• Construction assistance	\$ 3,200
• Closeout	\$ 1,000
Total:	\$27,200

Alternatively, we can provide only

Scope Item 1: Seismic Strengthen Roof and Tie to Walls:

• Schematic Design	\$ 8,500
• Construction Documents (drawings and specifications)	\$ 7,800
• DSA Approval	\$ 2,000
• Bidding assistance	\$ 540
• Construction assistance	\$ 2,600
• Closeout	\$ 540
Total:	\$21,980

Alternatively, we can provide only

Scope Item 2: Repairs to the exterior building façade:

• Schematic Design	\$ 4,500
• Construction Documents (drawings and specifications)	\$ 4,500
• DSA Approval	\$ 1,600
• Bidding assistance	\$ 540
• Construction assistance	\$ 2,400
• Closeout	\$ 540
Total:	\$14,080

Mr. Brent Randall
December 8, 2017
Page 4 of 5



We will invoice you on a monthly basis.

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.

Very truly yours,

KPW Structural Engineers, Inc.

Accepted,

LCA Architects

A handwritten signature in black ink, appearing to read "John Westphal", followed by a horizontal line.

John Westphal, SE 4575

Principal

By: _____

Date: _____

Attachment – Hourly Rates Schedule



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2018

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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME: Sarah D'anjou PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: sdanjou@dealeyrenton.com	
INSURED LCA Architects, Inc. 590 Ygnacio Valley Road Walnut Creek CA 94596		INSURER(S) AFFORDING COVERAGE	
LCAARCHIT		INSURER A: Hartford Casualty Insurance Co. NAIC # 29424	
		INSURER B: National Union Fire Ins Co PittsburghPA 19445	
		INSURER C: American Automobile Ins. Co. 21849	
		INSURER D: Arch Insurance Company 11150	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1059344452 **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	ADD/INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	57SBWL08132	5/30/2017	5/30/2018	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BE061239095	5/30/2017	5/30/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	SCW0001011801	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <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
D	Professional Liability			PAAEP0020101	1/21/2017	12/1/2018	\$2,000,000 \$4,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Fremont New Construction Project - Oakland Unified School District is named as Additional Insured as respects General Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached.

CERTIFICATE HOLDER

Oakland Unified School District
Division of Facilities Planning & Mgmt.
955 High Street
Oakland CA 94601

CANCELLATION 30 Day Notice of Cancellation

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

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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".

The person(s) or organization(s) 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 the provision only for that period of time required by the contract, agreement or permit.

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

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (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.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have 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 you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: LCA Architects, Inc.

Policy Number SCW0001811801

Producer: Dealey, Renton & Associates

Effective Date 1/1/2018

Schedule

Person or Organization

Oakland Unified School District
Division of Facilities Planning & Mgmt.
955 High Street
Oakland CA 94601

Job Description

Re: Fremont New Construction Project - Oakland
Unified School District.

Additional Premium %

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



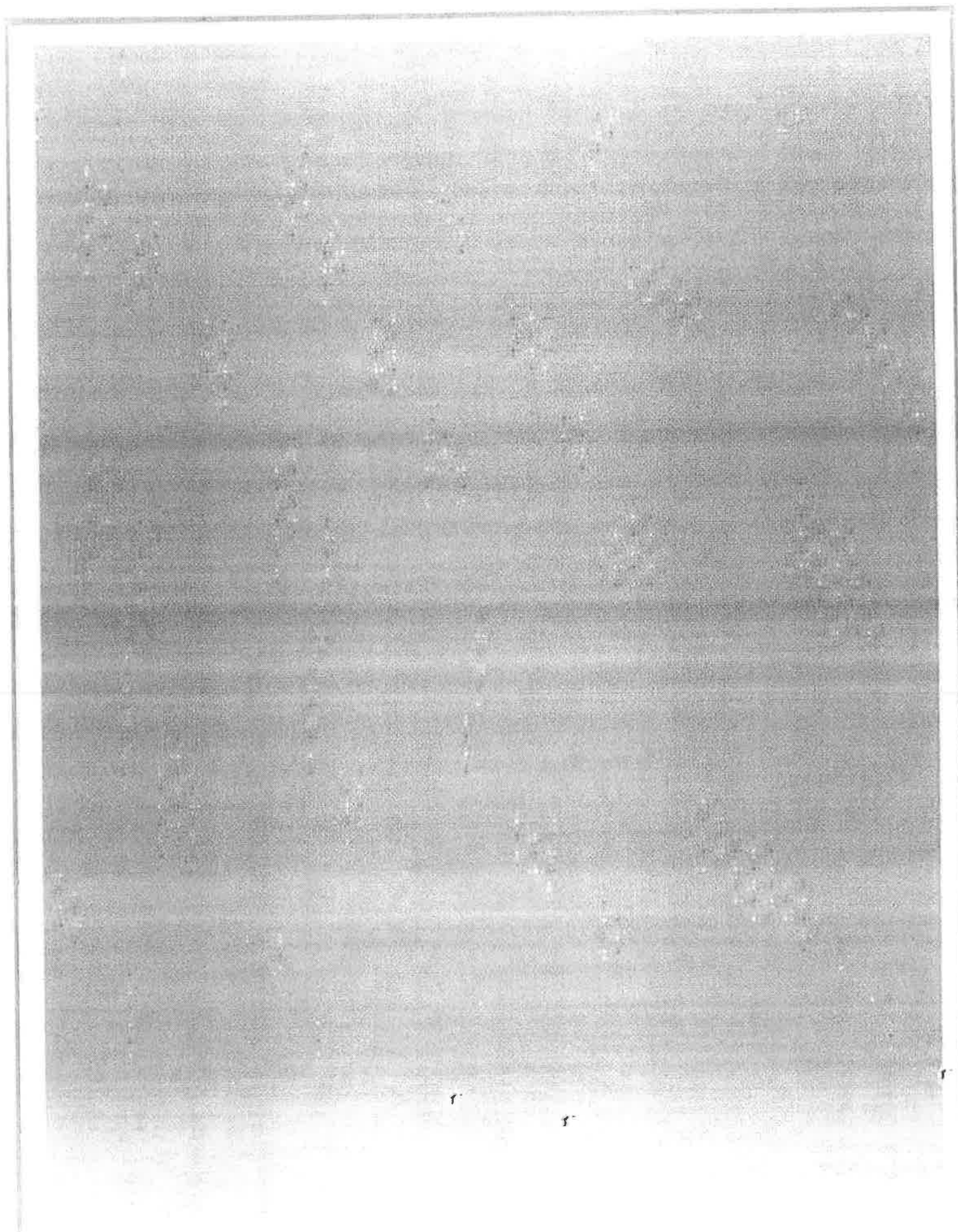
Authorized Representative



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Building Students.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information										
Project Name	Fremont New Construction Project					Site	302			
Basic Directions										
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.										
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider									
Contractor Information										
Contractor Name	LCA Architects				Agency's Contact	Carl Campus				
OUSD Vendor ID #	ID10791				Title	Project Manager				
Street Address	1970 Broadway, Ste. 800				City	Oakland	State	CA	Zip 94612	
Telephone	925-944-1626				Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	13158									
Term										
Date Work Will Begin	4-13-2016			Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2020					
Compensation										
Total Contract Amount	\$ 5,316,000.00			Total Contract Not To Exceed	\$5,390,760.00					
Pay Rate Per Hour (If Hourly)	\$			If Amendment, Changed Amount	\$ 74,760.00					
Other Expenses				Requisition Number						
Budget Information										
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>										
Resource #	Funding Source	Org Key	Object Code	Amount						
9799	Fund 21, Measure B	3029901891	6215	\$74,760.00						
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	2/1/18				
2.	General Counsel, Department of Facilities Planning and Management									
	Signature				Date Approved	3/1/18				
3.	Deputy Chief, Facilities Planning and Management									
	Signature				Date Approved	3.1.18				
4.	Senior Business Officer, Board of Education									
	Signature				Date Approved					
5.	President, Board of Education									
	Signature				Date Approved					



Board Office Use: Legislative File Info.	
File ID Number	16-0232
Introduction Date	4/13/16
Enactment Number	16-0485
Enactment Date	4/13/16



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date ~~January 27, 2016~~ ^{APRIL 13, 2016}

Subject Agreement for Architectural Services - Loving and Campos (LCA) Architects - Fremont High School Replacement Project

Action Requested Approval by the Board of Education of an Agreement for Architectural Services with Loving and Campos (LCA) Architects for Design Services on behalf of the Fremont High School Replacement Project, in an amount not to exceed \$5,316,000.00. The term of this Agreement shall commence on ~~January 27, March 2, 2016~~ and shall conclude no later than December 31, 2020.

Background The scope of the project is to provide masterplan, programming, design and engineering services for the new, state-of-the-art Fremont Net Zero Energy (ZNE) High School. Scope includes, but is not limited to designing a CHPS performance verified project for 1,200 students maximum; preparing construction documents to be submitted to the Division of State Architect; provide bidding assistance, construction administration and closeout services; modernization of existing buildings; interim housing and potential relocation of the existing health clinic; and project management and procurement of the furniture, fixtures and equipment (FF&E) for the project.

Discussion The existing buildings at Fremont High School are in poor condition and require replacement and/or possible modernization. Current design of buildings do not meet programmatic needs such as the existing turf field and other facility spaces that require further improvements.

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

LBP (Local Business Participation Percentage) 73.00%

Recommendation Approval by the Board of Education of an Agreement for Architectural Services with Loving and Campos (LCA) Architects for Design Services on behalf of the Fremont High School Replacement Project, in an amount not to exceed \$5,316,000.00. The term of this Agreement shall commence on ~~January 27, March 2, 2016~~ and shall conclude no later than December 31, 2020.

Fiscal Impact

Measure J

Attachments

- Agreement Architectural Services including scope of work
- Certificate of Insurance
- Consultant Proposal



OAKLAND UNIFIED
SCHOOL DISTRICT
Learning. Growing. Inspiring.

CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.**

Legislative File ID No. 16-0282

Department: Facilities

Vendor Name: LCA Architects

Project Name: Fremont High School Modernization & New Construction Project No.: 13158

Contract Term: Start Date: 1/1/16 End Date: 12/31/20

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 5,316,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the
Local Business Policy? Yes ☒ No ☐

Why was this Vendor selected?

This vendor was selected through a formal Request for Proposals for Architectural Services for Fremont High School. They were selected based on a set of criteria based on experience, cost and local business participation.

Summarize the services this Vendor will be providing.

Scope of services includes, but not limited to providing design for a modernization and new construction of a zero net energy (ZNE) Fremont High School facility that will be a California High Performance School (CHPS) certified building for a maximum of 1200 students. Services includes providing design and engineering services for the new campus, management of furniture, fixture and equipment, interim housing and relocation of various departments.

Was this contract competitively bid? Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

The price for service is competitive compared to projects of similar size, complexity, phasing and community engagement.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (Increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**



Community Schools
Thriving Students

LBU EVALUATION FOR FREMONT HS ARCHITECTURAL DESIGN

RFP

December 2015

TEAM	LBE/SBE/SLBE FIRM NAME	RESPONSIVE Y/N	PERCENTAGE	Potential Points	NOTES
LCA Architects	LCA Architects	Y	72.6%	2pt	
	CalChl Design Group	LBE	39.1%		
	KPW Structural Engineers	SLBE	5.7%		
	EDesignCo. Inc.	SLBE	9.8%		
	Keller Mitchell	LBE	8.5%		
	L. Luster & Associates	SLBE	5.0%		
	Shor Acoustical Engineers	SLBE	3.4%		
		SLBE	1.2%		

**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
LOVING AND CAMPOS (LCA) ARCHITECTS
FOR
FREMONT HIGH SCHOOL REPLACEMENT PROJECT**

TABLE OF CONTENTS

Article 1. Definitions	1
Article 2. Scope, Responsibilities, and Services of Architect	3
Article 3. Architect Staff	5
Article 4. Schedule of Services	6
Article 5. Construction Cost Budget	6
Article 6. Fee and Method of Payment	7
Article 7. Payment for Extra Services or Changes	8
Article 8. Ownership of Data	8
Article 9. Termination of Agreement	9
Article 10. Architect Indemnity	10
Article 11. Mandatory Mediation for Claims	11
Article 12. Fingerprinting	12
Article 13. Responsibilities of the District	12
Article 14. Liability of District	13
Article 15. Nondiscrimination	13
Article 16. Insurance	13
Article 17. Covenant Against Contingent Fees	14
Article 18. Entire Agreement/Modification	14
Article 19. Non-Assignment of Agreement	14
Article 20. Law, Venue	14
Article 21. Alternative Dispute Resolution	14
Article 22. Severability	15
Article 23. Employment Status	15
Article 24. Certification of Architect	16
Article 25. Cost Disclosure - Documents and Written Reports	17
Article 26. Notices and Communications	17
Article 27. Disabled Veteran Business Enterprise Participation	17
Article 28. District's Right to Audit	17
Article 29. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE)	18
Article 30. Other Provisions	18
 EXHIBIT "A" - RESPONSIBILITIES AND SERVICES OF ARCHITECT	 A-1
EXHIBIT "AA" - LCA NOVEMBER 19, 2015 PROPOSAL	AA - 1
EXHIBIT "B" - CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" - SCHEDULE OF SERVICES	C-1
EXHIBIT "D" - PAYMENT SCHEDULE	D-1
EXHIBIT "E" - INSURANCE REQUIREMENTS	E-1

CERTIFICATES

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of the 16th day of December 2015, between the **Oakland Unified School District**, a California public school district ("District"), and Loving and Campos (LCA) ("Architect") (Individually a "Party" and collectively the "Parties"), for the following project ("Project"):

Modernization and/or New Construction of Fremont High School located at 4610 Foothill Blvd., Oakland, CA 94601

See **Exhibit "A"** for detailed Project scope and Exhibit **"AA"** for Architect and District's current understanding and basis of design for the Project.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

WITNESSETH, 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 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. **Building Information Model ("BIM"):** The digital representation of the physical and functional characteristics of the Project. Whereas, "Building Information Modeling" means the process and technology used to create the Model. The Building Information Model includes without limitation all BIM Elements and non-geometric information.

1.1.6. **BIM Element(s):** The portion of the Building Information Model representing a component, system, or assembly within the Project. A BIM

Element can be comprised of several BIM Elements.

- 1.1.7. **Clash(es)**: Any type of conflict or discrepancy in the Building Information Model, including without limitation hard conflicts between two BIM Elements and soft conflicts between a BIM Element and a required clearance.
- 1.1.8. **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. **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 Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.10. **District**: The Oakland Unified School District.
- 1.1.11. **DSA**: The Division of the State Architect.
- 1.1.12. **Level(s) of Development**: The description of the level of completeness to which the Architect must develop each applicable BIM Element by the end of a particular Project phase. Each Level of Development includes the characteristics of all lower Levels of Development, where LOD100 is the lowest Level of Development. For example, LOD400 includes the characteristics described in LOD300.
 - 1.1.12.1. **LOD100**: The overall massing of BIM Elements indicative of area, height, volume, location, and orientation may be modeled in three dimensions.
 - 1.1.12.2. **LOD200**: BIM Elements are depicted in three dimensions to the approximate quantity, size, shape, location, and orientation. BIM Elements' object-oriented and parametric relations are completed so that the Building Information Model is dimensionally sound.
 - 1.1.12.3. **LOD300**: BIM Elements' three dimensional object geometry and location are confirmed.
 - 1.1.12.4. **LOD400**: BIM Elements include shop/fabrication drawing details.
 - 1.1.12.5. **LOD500**: BIM Elements' three dimensional object geometry and location exactly match that information depicted in the As-Builts.
- 1.1.13. **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.

- 1.1.14. **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-Builts, sketches, details, and clarifications.
- 1.1.15. **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.
- 1.1.16. **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,"** and prepared after execution of this Agreement."
- 2.2. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would 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.
- 2.3. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
- 2.3.1. International Building Code of the International Code Council, latest addition, and the California Code of Regulations, title 24, including amendments.
- 2.3.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.3.3. Americans with Disabilities Act.
- 2.3.4. Education Code of the State of California.
- 2.3.5. Government Code of the State of California.
- 2.3.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.3.7. Public Contract Code of the State of California.
- 2.3.8. U.S. Copyright Act.

- 2.4. **Storm Water.** Architect, through its Consultant(s), shall coordinate its work with the District's Qualified Storm Water Developer (QSD) and shall prepare all documents requested by the QSD or the District related to the District's efforts to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone Consultants, interior designers, food service consultants, acoustical, audio visual, traffic and security consultants licensed as required by the State of California. 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(s) employed by the Architect under terms of the Agreement.
- 2.6. Architect shall coordinate with District personnel and/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.
- 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, 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, State, County and City Fire Marshal, County and City Health Departments and Inspectors, County and/or City 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 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 provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.11. Architect shall coordinate and integrate its work with any of the following information and/or services as provided by District:
- 2.11.1. Ground contamination or hazardous material analysis.
 - 2.11.2. Any asbestos and/or lead testing, design or abatement.
 - 2.11.3. Compliance with the California Environmental Quality Act ("CEQA"). 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. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may submit scope and fees for approval to the District for the work required to incorporate those mitigation measures as Extra Services.

- 2.11.4. Historical significance report.
- 2.11.5. Soils investigation.
- 2.11.6. Geotechnical hazard report, except as indicated in Exhibit "A,"
- 2.11.7. Topographic surveys of existing conditions.
- 2.11.8. State and local agency permit fees.
- 2.11.9. Commissioning Agent and Reports.
- 2.11.10. Testing and Inspection.

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 and consultants shall be associated with the Project in the following capacities:

Architect of Record :	<u>LCA Architects, Carl Campos (CEO)</u>
Consulting Architect:	<u>Quattochi Kwok Architects (QKA)</u>
Civil Engineer:	<u>Calichi Design, SLBE</u>
Major Consultants:	
Electrical:	<u>EDesignC, LBE</u>
Mechanical:	<u>Guttman & Blaeyoet</u>
Structural:	<u>KPW, SLBE</u>
Landscape Architect:	<u>Keller Mitchell, SLBR</u>
Acoustical Engineer:	<u>Shor Acoustical Engineers, SLBR</u>
Cost Estimator:	<u>Laura Luster & Associates, SLBE</u>

- 3.3. The Architect shall not change any of the key personnel listed above without prior notice to and 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 personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be 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 the Services 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, models, specifications and/or estimates 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,"** prepared after execution of this Agreement." 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 and/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 deliver the Project within the Construction Cost Budget.
- 5.3. If any of the following events occur:
 - Ⓐ The lowest responsive base bid or proposal received is in excess of ten percent (10%) of the Construction Cost Budget; or
 - Ⓑ If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget as calculated by the Architect, assuming the District, the District's program manager and the District's construction estimator (if any) did not agree with the most current Construction Cost Budget as calculated by the Architect at the time of the opening of bids or proposals; or
 - Ⓒ 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, economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Direct the Architect to prepare the Project for re-bid within three (3) month's time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) month's 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. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

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 not to exceed Five million, three hundred sixteen thousand dollars and no cents (\$5,316,000.00), which represents an architectural fee of 9% of the current construction budget of \$57.4 million (results in a fee of \$5,166,000.00) plus an allowance of \$150,000.00 for reimbursable expenses, will be the fee including all Consultant(s)' fee(s). If the Construction budget is increased, then the Fee shall be increased at a rate of 9% based on the revised construction budget.

- 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 **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 negligent 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. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

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 program or 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 program or 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 (2) 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, models, 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, models, 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) Technology (e.g., AutoCAD, Building Information Modeling software). The Architect shall deliver to the District, on request, a "thumb" drive, and/or compact disc with these documents and that is compatible with the most current version of the CADD Technologies used by the Architect. 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.
- 8.4. In order to evidence what CADD information was provided 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. The Architect shall have a copy of each Building Information Model Archive held in escrow for the duration of the Project. Those copies held in escrow will evidence what information was provided to the District. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided 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") in an

electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:

- 8.5.1. One (1) 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 (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) 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.
 - 8.5.4. One (1) copy, in electronic format, of each Building Information Model Archive for the Project, inclusive of all related files.
 - 8.5.5. All finished or unfinished documents, studies, meeting minutes, program documents, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. 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 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 any changes 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 9. Termination of Agreement

- 9.1. If Architect fails to perform the Services to the reasonable 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 date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 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 date of District's written 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 on the date District receives written notice of the termination from Architect. 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 performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of 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 the notice of 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 eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

Article 10. Architect Indemnity

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), arising from Claim(s) by third parties and only to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect shall not be obligated to indemnify or defend Indemnified Parties for the active negligence or willful misconduct of the Indemnified Parties, their agents, servants, or independent contractors retained by the District or Indemnified Parties. Irrespective of any language to the contrary in this Agreement, the Architect has no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall reimburse those reasonable attorneys fees incurred by the District to the extent caused by the negligence, recklessness, or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents, and only to the extent, if any, Architect failed to defend Claim(s) caused

by the negligence, recklessness, or willful misconduct of architects, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents.

10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

10.2.1. The cost of Project delays. Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect may be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, Inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, only to the extent that the Project delays are caused by the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services which falls below the applicable standard of care of Architects engaged in similar public education projects and are not caused by the negligence, recklessness or willful misconduct of the District, its agents, servants, or independent contractors.

10.2.2. The cost of construction change orders for errors and omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect may be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, provided the change order(s) result from any error or omission of Architect in the performance of Services which falls below the applicable standard of care of Architects engaged in similar public education projects.

Nothing contained in this Agreement shall be construed to require perfection in the Construction Documents or Services of the Architect and the District shall maintain a reasonable allowance for contingencies and changes that result in extra costs during construction.

10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Mandatory Mediation for Claims

11.1. 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.

11.2. 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, unless the Parties agree to extend the time for commencing mediation.

- 11.3. 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. Evidence of anything said, any admissions made, and 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, 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.

Article 12. Fingerprinting

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services, that Architect, Contractors, 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 13. Responsibilities of the District

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. 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.
- 13.3. 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 these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.

- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

Article 14. Liability of District

- 14.1. 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 or Architect 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.
- 14.2. 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 and Consultants, even though such equipment may be furnished or loaned to Architect by District.
- 14.3. Architect's and its consultants' and subcontractors' liability arising from or in connection with this Agreement is limited to the available proceeds of insurance coverage at the time of settlement, award, or judgment and District waives any right to recover for any claim against any principal, manager, officer, director, or employee of Architect, or its consultants or subconsultants.

Article 15. Nondiscrimination

- 15.1. 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.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 16. Insurance

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in Exhibit "E."
- 16.2. 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 17. 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 Fee or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 18. 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.

Article 19. Non-Assignment of Agreement

This Agreement is intended to secure the Professional Services of the Architect, therefore, 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 20. Law, Venue

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.

Article 21. Alternative Dispute Resolution

21.1. Architect's Invoices.

- 21.1.1. 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,

f

with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the 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").

21.1.2. 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 the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

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

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

21.2.1. **Negotiation.** Within fifteen (15) days following the receipt of a request to meet, the parties shall meet and attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

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

21.2.3. **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.

21.3. Architect shall neither rescind nor stop the performance of its Services and the District shall neither rescind nor stop payments to the Architect pending the outcome of any dispute that occurs during the Construction Administration Phase.

Article 22. 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 23. Employment Status

23.1. 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; provided always, however, that the Services to be provided by Architect are to be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 23.2. 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.
- 23.3. 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.
- 23.4. Should a relevant taxing authority determine a liability for 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).
- 23.5. A determination of employment status pursuant to the preceding two (2) 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.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certification of Architect

- 24.1. Architect certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. 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.

- 24.3. 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 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 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

Article 26. Notices and 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

Architect:
LCA Architects, Inc.
1970 Broadway, Suite 800
Oakland, CA 94612

Attn: Tadashi Nakadegawa

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. Any notice by email shall be effective upon acknowledgment of receipt, if so requested.

Article 27. 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 paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect's good faith efforts to meet these DVBE goals.

Article 28. District's Right to Audit

- 28.1. 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 Audit Right"). The District's Audit Right includes the right to inspect, photocopy, scan, and to retain copies, outside of the Architect's premises, of any and all Project-related records, documents 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.

- 28.2. The District's Audit 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 the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit 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.
- 28.4. 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.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. 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 documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

Article 29. 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 30. Other Provisions

- 30.1. 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 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.


- 30.2. 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.
- 30.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee equal to one hundred percent (100%) of the tax deduction and/or credit the Architect receives based on the Project per Internal Revenue Code Section 179(D).
- 30.4. 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.
- 30.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 30.6. **Exhibits A through E** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

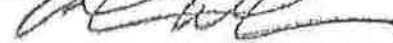
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions 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

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 4/14/16
Date


Antwan Wilson, Superintendent & Secretary, Board of Education 4/14/16
Date


Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 3-14-16
Date

ARCHITECT


By: CARL CAMPOS, CEO 3/3/16
Its: LCA ARCHITECTS Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 3.4.16
Date

File ID Number: 16-0232

Introduction Date: 4/13/16

Enactment Number: 16-0485

Enactment Date: 4/13/16

By: 

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

1.	BASIC SERVICES	2
2.	MASTER PLANNING SERVICES.....	9
3.	PRE-DESIGN AND START-UP SERVICES	11
4.	SCHEMATIC DESIGN PHASE.....	14
5.	DESIGN DEVELOPMENT PHASE.....	19
6.	CONSTRUCTION DOCUMENTS PHASE	23
7.	BIDDING PHASE.....	30
8.	CONSTRUCTION ADMINISTRATION PHASE	31
9.	CLOSEOUT PHASE.....	34
10.	MEETINGS / SITE VISITS / WORKSHOPS – Architect Participation Requirements.....	35

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

1. BASIC SERVICES

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, models, specifications and other services, including Collaborative for High Performance Schools (CHPS) program registration and compliance per 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, models, specifications and other services.
- 1.2. 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;
 - 1.2.1. Physical characteristics;
 - 1.2.2. Legal limitations and utility locations for the Project site(s);
 - 1.2.3. Written legal description(s) of the Project site(s);
 - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 1.2.5. Adjacent drainage;
 - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - 1.2.9. Surveys, reports, as-built drawings; and
 - 1.2.10. Subsoil data, chemical data as encountered and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to

the Project, 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 subsoll 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 Information is deemed necessary for the project's effective execution, architect shall not proceed with affected project components until required information is secured. Should architect proceed without the required information, and the Information when received, causes a change, architect shall make all necessary changes and engage the resources necessary to keep the project on schedule, at no cost to the District. 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.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology and Security Department and/or the District's technology and security consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. 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 and security consultant as appropriate to the level of design completion.
- 1.4. **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 Project equipment, materials, supplies, and furnishings to ensure 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.
- 1.5. **District Standards.** Architect and its Consultants shall incorporate into the Work all adopted District product standards for facilities and construction. Architect and its Consultants shall not incorporate any specific products, items, systems, or materials unless allowing an "or equal" item, or if it is a District-adopted sole source product standard.
- 1.6. **Mandatory Assistance.** Except for Claims as defined in this Agreement, 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, 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"). The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

- 1.7. **Collaborative for High Performance Schools (CHPS).** If this Project is to be designed to a specific Collaborative for High Performance Schools ("CHPS") standard the Parties shall indicate (by checking the appropriate box) for the specific section that is applicable for this specific Project.

1.7.1. **CHPS VERIFIED PLUS HPI INCENTIVE WITH OPSC ELIGIBILITY TRACK** ☐

1.7.1.1. **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 CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per 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 District 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.

- 1.7.1.1.1. The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's 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 phase submittal. The status of Project compliance and documentation submitted in relation to CHPS Verified and HPI credits shall be assessed with the

District at the end of each phase of the work.

- 1.7.1.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California 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.

The Architect shall assist the District in a timely manner, in preparing applications to DSA and the Office of Public School Construction which shall meet DSA/HPI submission requirements, including calculations demonstrating Acoustic Performance standards per CHPS guidelines, 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 CHPS Program Manager.

1.7.2. CHPS VERIFIED ONLY/ NO OPSC HPI ELIGIBILITY TRACK □

- 1.7.2.1. **CHPS Criteria, CHPS Verified Program** As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per 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 its CHPS Program Manager to confirm CHPS Verified review path and verify that the District's project meets the District's Project Requirements and the District's CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

- 1.7.2.1.1. The Architect and Consultants shall participate

early on in two CHPS Integrated design workshops, led by the District's CHPS Program Manager to establish the District's 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.

- 1.7.2.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California 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.

- 1.7.2.1.3. 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 CHPS guidelines are met, and forward electronic pdf copies of all submissions and communications with CHPS, concurrently, to the District's Project Manager and CHPS Program Manager.

1.7.3. CHPS DESIGNED ONLY/CHPS GUIDELINES / MINOR MODERNIZATION ☐
SCOPE ONLY/ NO OPSC HPI ELIGIBILITY TRACK

- 1.7.3.1. **CHPS Criteria, and CHPS Guidelines** As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS-2009 Criteria (or latest version per 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 CHPS Program Manager to verify that the District's project meets the Owner's Project Requirements and CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

1.7.3.1.1. The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's 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.

1.7.3.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California 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.

1.8. Oversight and Inspection Requirements

The Architect acknowledges that the Division of the State Architect (DSA) Inspection, approval and certification process for projects was revised in 2012-2013 and that the Architect must comply with the requirements of the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process).

1.9. Building Information Modeling (BIM). □

The Architect shall produce a Building Information Model, if the Parties so indicate by checking the adjacent box. The Building Information Model shall be created in accordance with Autodesk® BIM 360™ Building Information Modeling software and file format. The Architect shall utilize the Building Information Model to minimize costs of Services under this Agreement.

1.9.1. Model Requirements. The Architect shall make the Building Information Model in accordance to the current version of the "National BIM Standard - United States" ("NBIMS") of the National Institute of Building Sciences. The Architect shall develop each BIM Element to the Level of Development in accordance with generally accepted industry practice by the end of each Project phase.

1.9.2. Model Management and Coordination. The Architect shall manage the Model and coordinate efforts with Consultants to detect and resolve all Clashes. The Architect must require all applicable Consultants engage in Clash detection. In management of the Model, the Architect is responsible for facilitating and establishing the following: the Model coordinate system and units; file storage locations; processes for transferring and accessing Model files; Clash detection procedures; and Model access rights. Furthermore, the Architect is responsible for the following: maintaining record copies of each file received for the Building Information Model; aggregating Building Information Model files; performing Clash detection in accordance with established procedures; maintain Building Information Model Archive and backups; manage Building Information Model access rights; and any additional responsibilities set forth in NBIMS. In the event a Clash is detected, the Architect shall timely resolve the Clash in the Building Information Model, and the Architect shall timely make corresponding corrections to any plan, specification, drawing, model, analysis, estimate, file, document, or item produced under the Services of this Agreement.

1.9.3. Building Information Model Archive. At the end of each Project phase, up to the end of the Construction Document Phase the Architect is responsible for and shall produce a Building Information Model Archive that cannot be altered for any reason. Each Building Information Model Archive shall consist of two sets of files. The first set shall be a collection of all files the Architect received for the Building Information Model during that Project phase, in both the file format received and all converted file formats. The second set shall consist of the Building Information Model as developed at the end of that Project phase. In the

event this Agreement is terminated, the Architect shall create a Building Information Model Archive for the current Project phase up to the date of termination.

2. MASTER PLANNING SERVICES

2.1. Project Initiation

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

- 2.1.1. 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 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 regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2.2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. 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.
- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between subconsultants.

2.3. Construction Cost Budget

2.3.1. 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 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 advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:

2.3.1.1. 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.

2.3.1.2. 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.

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

2.3.1.4. 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.

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

2.3.1.6. 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.

2.3.2. 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.

2.4. 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.

2.5. Deliverables

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

- 2.5.1. Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.5.2. Conceptual Design/Site Plan and Phasing Plan.
- 2.5.3. Revised Construction Cost Budget.
- 2.5.4. Final Schedule of Work; , showing also Project Phasing
- 2.5.5. Meeting Reports/Minutes from Kick-off and other meetings;
- 2.5.6. Electronic copy and/or one rendering provided to District for public presentation.

2.6. Meetings

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

3. PRE-DESIGN AND START-UP SERVICES

3.1. Project Initiation

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

- 3.1.1. 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, Model Management and Coordination, 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 regulatory agencies and additional definition of deliverables.

- 3.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3.2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- 3.2.1. 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.
- 3.2.2. Review DSA codes pertaining to the proposed Project design.
- 3.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 3.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 3.2.5. Administer Project as required to coordinate work with the District and between subconsultants.
- 3.2.6. Construction Cost Estimate
 - 3.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Estimate within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Estimate are to be based on the developed functional architectural programs as approved by the District with input by the District's Lease Leaseback contractor. The following conditions apply to the Construction Cost Estimate prepared by the Architect:
 - 3.2.6.1.1. 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.
 - 3.2.6.1.2. 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.

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

3.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Estimate.

3.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate with the District's Construction Budget.

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

3.2.6.2. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.

3.3. 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.

3.4. Deliverables

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

3.4.1. Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

3.4.2. Site Plan;

3.4.3. Revised Construction Cost Estimate;

3.4.4. Final Schedule of Work;

- 3.4.5. Meeting Reports/Minutes from Kick-off and other meetings;
- 3.4.6. Renderings provided to District for public presentation.
- 3.4.7. Preliminary CHPS/HPI scorecard(s).
- 3.4.8. The Building Information Model Archive for this Project phase.

3.5. Meetings

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

4. SCHEMATIC DESIGN PHASE

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, with input from the District's Lease Leaseback contractor, for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 4.1. 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, programming, concepts, Model Management and Coordination 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.
- 4.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- 4.3. Architectural
 - 4.3.1. Develop Owner's Project Requirements ("OPR") Documents to establish and document the Project goals, measurable performance criteria, and requirements for system function, performance, and maintainability. The OPR can be used as the basis of commissioning work should that be requested by the District. The OPR will serve as the Basis of Design for the Project as it moves forward and will address the 38 categories set forth on Page 6 of Exhibit AA.
 - 4.3.2. 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 typical layouts of major equipment or operational layout.

- 4.3.3. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 4.3.4. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 4.3.5. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 4.3.6. Identify code requirements, include occupancy classification(s) and type of construction. This information shall be incorporated into the program document.
- 4.3.7. Update CHPS/HPI scorecard and credit documentation to reflect Schematic Design. This information shall be incorporated into the program document.

4.4. Structural

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

4.5. Mechanical

- 4.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 4.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 4.5.3. Show selected system on drawings as follows:
 - 4.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - 4.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - 4.5.3.3. Schematic piping.
 - 4.5.3.4. Temperature control zoning.
- 4.5.4. Provide design criteria to include the intent base of design for the projects. This information shall be incorporated into the program document.

- 4.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.6. Electrical

- 4.6.1. Calculate overall approximate electrical loads.
- 4.6.2. 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.
- 4.6.3. Show system(s) selected on drawings as follows:
 - 4.6.3.1. Single line drawing(s) showing major distribution system.
 - 4.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
 - 4.6.3.2.1. Load centers.
 - 4.6.3.2.2. Main panels.
 - 4.6.3.2.3. Switch gear.
- 4.6.4. Provide design criteria to include the intent base of design for the projects. This information shall be incorporated into the program document.
- 4.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.7. Civil

- 4.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 4.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 4.7.3. Coordinate finish floor elevations with architectural site plan.

4.8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

4.9. 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 District 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.

4.10. Construction Cost Estimate

Revise the Construction Cost Estimate for the Project with input from the District's Lease Leaseback contractor. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Estimate:

4.10.1. 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.

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

4.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District detailed cost estimating format for prior review and approval.

4.10.3. 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).

4.10.4. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.

4.10.5. The Architect shall submit its proposed Construction Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate, including review of District-provided cost estimate.

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

4.11. Meetings

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

4.12. Deliverables

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

- 4.12.1. OPR Document
- 4.12.2. Breakdown of Construction Cost Estimate as prepared for this Phase;
- 4.12.3. Meeting Reports/Minutes;

- 4.12.4. Schematic Design Package with alternatives;
- 4.12.5. Statement indicating changes made to the Architectural Program and Schedule;
- 4.12.6. CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documentation for CHPS credit EQ 1.1 updated to reflect Schematic Design.
- 4.12.7. 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.
- 4.12.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

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

4.13. Presentation

- 4.13.1. Architect shall present and review with the District the detailed Schematic Design and CHPS documentation.
- 4.13.2. 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.
- 4.13.3. 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.
- 4.13.4. 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.

5. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase and with input from the District's Lease Leaseback contractor, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

5.1. Architectural

- 5.1.1. Scaled, dimensioned floor plans with final room locations including all openings, and preliminary fixtures, furnishings and fixed equipment

("FF&E") plans and assist District with selection of furniture and coordination with vendors for FF&E.

5.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

5.1.3. Identification of all fixed equipment to be installed in contract.

5.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.

5.1.5. Preliminary development of details and large scale blow-ups.

5.1.6. Legend showing all symbols used on drawings.

5.1.7. Floor plans identifying all fixed and major movable equipment and furniture.

5.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

5.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

5.1.9.1. Light fixtures.

5.1.9.2. Ceiling registers or diffusers.

5.1.9.3. Access Panels.

5.1.10. Update CHPS/HPI scorecard and credit documentation to reflect Design Development. This information shall be incorporated into the program document.

5.1.11. Update and refinement of OPR Document for architectural, structural, mechanical, electrical, civil, and landscape manuals, systems and equipment.

5.2. Structural:

5.2.1. Structural drawing with all major members located and sized.

5.2.2. Establish final building and floor elevations.

5.2.3. Preliminary specifications.

5.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center. This information shall be incorporated into the program document.

5.3. Mechanical

- 5.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 5.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 5.3.3. Ductwork and piping should be substantially located and sized.
- 5.3.4. Devices in ceiling should be located.
- 5.3.5. Legend showing all symbols used on drawings.
- 5.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 5.3.7. Control Systems to be identified. This information shall be incorporated into the program document.
- 5.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase. This information shall be incorporated into the program document.

5.4. Electrical

- 5.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space, with photometrics, and clear lighting controls for CHPS/HPS credit EQ 1.3 Electric Lighting documentation meeting CHPS Guidelines.
- 5.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 5.4.3. 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. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.4.4. Legend showing all symbols used on drawings
- 5.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 5.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5.5. CIVIL

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

5.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

5.6. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

5.7. Bid Documents

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.

5.8. Construction Cost Estimate

5.8.1. Revise with input from the District's Lease Leaseback contractor, the Construction Cost Estimate for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Estimate.

5.8.2. 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.

5.8.3. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.8.4. The Architect shall submit its proposed Construction Cost Estimate and FF&E Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.8.5. 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.

5.9. Deliverables

5.9.1. Updated Owner's Project Requirements (OPR) Documents;

- 5.9.2. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 5.9.3. Specifications;
- 5.9.4. Revised Construction Cost Estimate and FF&E Cost Estimate;
- 5.9.5. DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- 5.9.6. 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.
- 5.9.7. Updated T24 whole building energy analysis reflecting Design Development plus list of Energy Conservation Measures (ECMs) incorporated.
- 5.9.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

The Design Development deliverables 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.

5.10. Meetings

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

6. CONSTRUCTION DOCUMENTS PHASE

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 and with input from the District's Lease Leaseback Contractor, the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

6.1. Construction Documents ("CD") 50% Stage:

6.1.1. General

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall reasonably verify the availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings. BIM Modeling by the Architect and its consultants is concluded at the end of the Construction Documents Phase.

6.1.2. Architectural

- 6.1.2.1. Site plan developed to show building location, and major site elements.
- 6.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- 6.1.2.3. Architectural details and large blow-ups started.
- 6.1.2.4. Well developed finish, door, and hardware schedules.
- 6.1.2.5. Fixed equipment details and identification started.
- 6.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical, fire protection, systems.

6.1.3. Structural

- 6.1.3.1. Structural floor plans, elevations, and sections with detailing well advanced.
- 6.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- 6.1.3.3. Completed cover sheet with general notes, symbols and legends.

6.1.4. Mechanical

- 6.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
- 6.1.4.2. Large scale mechanical details started.
- 6.1.4.3. Mechanical schedule for equipment substantially developed.
- 6.1.4.4. Complete design of Emergency Management System ("EMS").

6.1.5. Electrical

- 6.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- 6.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

6.1.5.3. All electrical equipment schedules started.

6.1.5.4. Special system components approximately located on plans.

6.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

6.1.6. Civil

6.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.

6.1.6.2. Site utility plans started.

6.1.7. Landscape

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

6.1.8. Construction Cost Budget

6.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

6.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

6.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

6.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

6.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

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

6.1.9.1.1. 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

6.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

6.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

6.1.9.3. Specifications shall be in CSI format.

6.1.10. 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:

6.1.11. Updated program document

6.1.12. Two copies of reproducible copies of working drawings;

6.1.13. Two copies of specifications;

6.1.14. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

6.1.15. Two copies of 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.

6.1.16. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

6.2. Construction Documents – 100% / Completion Stage:

6.2.1. Architectural

6.2.1.1. Completed site plan.

- 6.2.1.2. Completed floor plans, elevations, and sections.
- 6.2.1.3. Architectural details and large blow-ups completed.
- 6.2.1.4. Finish, door, and hardware schedules completed, including all details.
- 6.2.1.5. Fixed equipment details and identification completed.
- 6.2.1.6. Reflected ceiling plans completed.
- 6.2.1.7. Finalize FF&E plans and specifications.

6.2.2. Structural

- 6.2.2.1. Structural floor plans and sections with detailing completed.
- 6.2.2.2. Structural calculations completed.

6.2.3. Mechanical

- 6.2.3.1. Large scale mechanical details complete.
- 6.2.3.2. Mechanical schedules for equipment completed.
- 6.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.
- 6.2.3.4. Complete energy conservation calculations and report.

6.2.4. Electrical

- 6.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed. Include any updated photometrics to demonstrate meeting of EQ 1.1 Daylighting.
- 6.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- 6.2.4.3. All electrical equipment schedules completed.
- 6.2.4.4. Special system components plans completed.
- 6.2.4.5. Electrical load calculations completed.

6.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

6.2.6. Construction Cost Estimate

6.2.6.1. Revise the Construction Cost Estimate with input from the District's Lease Leaseback Contractor for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Estimate.

6.2.6.2. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.

6.2.6.3. The Architect shall submit its proposed Construction Cost Estimate and FF&E Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate.

6.2.6.4. At this stage of the design, the Construction Cost Estimate shall not include any design contingencies in excess of the cost estimates.

6.2.7. Specifications

6.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

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

6.2.7.2.1. 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

6.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

6.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

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

6.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

6.2.7.6. Specifications shall be in CSI format.

6.2.8. Constructability Review

The District and/or its designee shall conduct a construction 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.

6.2.9. Deliverables

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

6.2.9.1. Updated OPR Document

6.2.9.2. Reproducible copies of working drawings;

6.2.9.3. Specifications;

6.2.9.4. 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.

6.2.9.5. 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.

6.2.9.6. Engineering calculations;

6.2.9.7. Revised Construction Cost Estimate and Revised FF&E Cost Estimate;

6.2.9.8. Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

6.2.9.9. DSA file including all correspondence, meeting, back check comments, checklists to date;

6.2.9.10. 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.

6.2.9.11. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

6.3. Construction Documents (CD) Final Back-Check Stage

6.3.1. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' 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.

6.3.1.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

6.3.2. 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:

6.3.2.1. **Drawings:** Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

6.3.2.2. **Specifications:** Original word-processed technical specifications on reproducible masters in CSI format.

6.3.3. Architect shall update and refine the consultants' completed Construction Documents.

6.3.4. 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.

6.4. Meetings

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

7. BIDDING PHASE

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 the Lease Leaseback construction project delivery method

for District for both the Project Building and Site Contract and for the FF&E Contract as follows:

- 7.1. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 7.2. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 7.3. Attend bid walk(s) as scheduled.
- 7.4. 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.
- 7.5. 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.
- 7.6. Attend bid opening.
- 7.7. Coordinate with subconsultants.
- 7.8. Respond to District questions and clarifications.
- 7.9. Deliverables

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

- 7.9.1. Meeting report/minutes from kick-off meeting;
- 7.9.2. Meeting report/minutes from pre-bid site walk;
- 7.9.3. 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, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.
- 7.9.4. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

8. CONSTRUCTION ADMINISTRATION PHASE

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 up to a period of 30 months, as follows:

8.1. 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.

8.2. **Change Orders**

8.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.

8.2.2. 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.

8.3. **Submittals**

8.3.1. Architect shall review and approve or take other 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.

8.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

8.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of 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 ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-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.

8.4. **RFIs**

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) business days from the receipt by the Architect, unless the complexity of the RFI or information sought in the RFI warrants a longer time period for the review to be mutually agreed upon by both parties. 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.

8.5. 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. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

8.6. **As-Built Drawings.** Architect shall review and evaluate for District the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.

8.6.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.

8.7. **Record Drawings.** Only if requested specifically by the District, Architect shall review the final Record Drawings prepared by the Contractor for the District for general completeness and compliance with the District's and Architect's requirements. The Record Drawings prepared by Contractor shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. 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.

8.8. **O&M Manuals / Warranties.** Architect shall review the equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems prepared and/or assembled by the Contractor, for general conformance with the requirements of the plans and specifications.

8.9. Architect will provide, at the District's request, 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.

8.10. 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.

8.11. Deliverables

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

- 8.11.1. Meeting report/minutes from kick-off meeting;
- 8.11.2. Observation reports;
- 8.11.3. Weekly meeting reports that reflect substantive Architectural, Commissioning or CHPS/HPI issues discussed.
- 8.11.4. Final acoustics performance testing report and CHPS/HPS documentation to verify CHPS EQ 3.1 is met.
- 8.11.5. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

8.12. Meetings

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

9. CLOSEOUT PHASE

- 9.1. As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:
 - 9.1.1. Architect shall review the Project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - 9.1.2. Architect shall review, and forward to the District all written warranties, operation manuals, lien waivers, and Certificates of Inspection and Occupancy prepared and/or assembled by the Contractor for general conformance with the Architect's and District's requirements.
 - 9.1.3. Architect shall use its diligent efforts to prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - 9.1.4. Architect shall obtain all required DSA approval on construction change directives and addenda to the contractor's contract that have not already received DSA approval.
 - 9.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).

- 9.1.6. Architect shall review the Record Drawings prepared by the Contractor for the Project, as requested by the District.
- 9.1.7. Architect shall review the package of all warranty and M&O documentation prepared by the Contractor.
- 9.1.8. Architect shall review the electronic files, plans and Project binder prepared by the Contractor.
- 9.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 9.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 9.3. **Deliverables**
 - 9.3.1. Punch lists for each building;
 - 9.3.2. Upon completion of the Project, Architect to review all related project documents, including As-Built, Record Drawings. These are the sole property of the District.
 - 9.3.3. DSA Project Certification

9.4. **Meetings**

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

10. MEETINGS / SITE VISITS / WORKSHOPS - Architect Participation Requirements

- 10.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct, take, and distribute minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). 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.
- 10.2. **General Meeting, Site Visit and Workshop Requirements**
 - 10.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
 - 10.2.2. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the

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.

10.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

10.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

10.3. Meetings During Project Initiation Phase (One (1) meeting(s))

10.3.1. 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:

10.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

10.3.1.2. 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.

10.3.1.3. During this meeting, the Architect shall:

10.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

10.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

10.3.1.3.3. 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.

10.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

10.3.2. Participate in initial CHPS workshop facilitated by District CHPS Program Manager to develop preliminary CHPS/HPI scorecard(s) and review Owner's Project Requirements.

10.4. Initial Site Visits (One (1) meeting(s))

10.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

10.4.2. Access to site and associated areas shall be coordinated in advance with the District. If additional site visits are required, they shall occur at the architect's sole expense.

10.5. Meetings During Architectural Program (Eighteen (18) meeting(s))

10.5.1. 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.

10.5.2. Architect shall conduct one site visit/meeting, 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.

10.5.3. 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.

10.6. Meetings During Schematic Design Phase (Four (4) meeting(s))

10.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop, per site, with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:

10.6.1.1. Architect shall designate its team member duties and responsibilities;

10.6.1.2. Architect and District shall review District goals and expectations;

10.6.1.3. District shall provide input and requirements;

10.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget;

10.6.1.5. 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;

10.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

10.6.1.7. CHPS Integrated design update and status.

10.7. Meetings During Design Development Phase (Five (5) meeting(s))

10.7.1. At the time designated for completion of the Design Development package, Architect shall conduct one meeting, per package of submittal, with the District to review the following:

10.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

10.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

10.7.2. Value Engineering Workshop (Two (2) meeting(s))

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

10.8. Meetings During Construction Documents Phase (Nine (9) meeting(s))

10.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct one meeting, per package of submittal, with the District to revise the Design Development package and receive comments.

10.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

10.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

10.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

10.8.2.3. CHPS review, which shall include mandatory attendance by all of the Architect's 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% Construction Document phase.

10.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one

meeting, per package or submittal, with the District to review the following:

10.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

10.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

10.9. Meetings During Bidding Phase (One (1) meeting(s))

10.9.1. Attend and take part in one Pre bid coordination meeting with District.

10.9.2. Attend and take part in one meeting, per package of submittal, with all potential bidders, District staff, and Construction Manager.

10.9.3. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10.10. Meetings During Construction Administration Phase

10.10.1. Unless otherwise reasonably agreed to by the Parties, 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 construction of the Project, for a period of 30 months, after which time Construction Administration Phase Services, Meetings, and related tasks will be performed and billed as Extra Services. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.

10.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work.

10.10.3. Architect shall ensure that consultant(s) visit the site in conformance with this agreement.

10.11. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

10.12. Governing Board Meetings

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.



245 YGNACIO VALLEY ROAD WALNUT CREEK, CA 94596 TEL 925 444 1620 FAX 925 914 1666
1936 BROADWAY, SUITE 400 OAKLAND, CA 94612 TEL 510 272 1041 FAX 510 272 1044

November 19, 2015

EXHIBIT "AA"

Saya Nhin
Facilities Planning & Management Dept.
Oakland Unified School District
955 High Street
Oakland, CA 94601

to Agreement for Architectural Services by and between
Oakland Unified School District and LCA for
Fremont High School Replacement Project

Subject: New Fremont High School – Phase I
Oakland, California | LCA #14019

Dear Saya,

1. I am pleased to present this proposal for professional services to assist the District with Phase I for the New Fremont High School located on two and a half acres at 4610 Foothill Boulevard, Oakland California.
2. Our understanding of the project is as follows:
 - A. According to the Quality School Development Proposal (QSDP) prepared by the high school and given to us by the District on 8/12/15, the long term plan for the existing Fremont High School is to replace the entire campus with a new, state-of-the-art, CHPS Verified, Net Zero Energy (ZNE) high school (grades 9 – 12).
 - B. The construction budget is currently set at \$57.4 million utilizing Measure J funds, and will be for a high school campus of 1,200 students. Planning for the campus will anticipate the potential increase of student population beyond 1,200 students. During the campus programming phase, the Design Team will study and prepare schemes that address a 1,200+ student population and, as much as possible, work within the current construction budget. Some of the proposed programming options may exceed the current construction budget and require multiple phases. The Design Team will prepare construction drawings for the scope of work based on the current construction budget (Phase I). If the construction budget is increased, then the OUSD Master Agreement Fee proposed by the Design Team in this fee proposal will be increased as a percentage of construction budget as identified in Exhibit C.
 - C. The academic instructional approach and organization will include collaborative teams, project based learning and interdisciplinary projects across content areas, blended learning, station rotation model, advisory curriculum and small learning communities. Students will start in a 9th Grade House and take a course to introduce them to the school's four pathways, study skills, and instructional strategies. The four pathways will include Engineering and Architectural Design, Digital Media and Technology, Global Studies and Public Service, and Science, Health and Forensics. The Newcomers and students in Special education will be integrated into the pathways. Design thinking and technology will be integrated into the pathways as well. Advanced placement classes will

be offered. All 9th grade students will take computer science.

12. According to the QSDP, the high school campus will incorporate the following:

- **General: Net Zero Energy**

All new buildings will be built as energy efficient buildings with sustainability a key theme. Green roofs, gray water usage, and other environmentally friendly aspects will be included in the design of the building as appropriate.

- **9th Grade Small Learning Community (200 students)**

A wing with a central hub that breaks out into classrooms, complete with a computer lab, administrative offices, and conference rooms. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments.

- **Newcomer Program (200 students)**

A wing allowing for growth with a language lab, offices for a director and counselors. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments.

- **(4) Learning Pathways (200 student per Pathway):**

Each pathway to have a separate wing, and each a distinct character. Each wing to have space for administrative offices and counseling. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments. Science laboratories will be built for each pathway.

- *Digital Media and Technology*

- Provide computer labs for career-technical classes

- *Science, Health and Forensics*

- Provide several science/forensic labs for career-technical classes

- Provide space for student garden (ecology, sustainability, food economics)

- *Engineering and Architectural Design*

- Provide computer labs, a robotics lab, and a building design classroom

- *Global Studies and Public Service*

- Provide computer lab and language lab

- **School Administration Offices**
Provide main office for public visitors, reception desk, offices for principal and assistant principals, conference room, and several offices for counselors, and administrators for extended day program.
- **New Cafeteria**
Serve up to 600 students with 5-6 lunch lines and outside stands
- **New Auditorium**
Includes state-of-the-art lighting, sound, and projection systems
- **Parent & College Resource Center**
One large space for shared resources, along with a classroom, meeting space, and offices for college resource counselors
- **Gymnasium** (potentially include indoor track)
- **Athletic Stadium**
Combined field for football / baseball, bleachers, sports lighting, scoreboard.
Provide access to public swimming pool across the street.
- **Athletic Locker Rooms**
- **Community Health Center**
Located so that the community will have access. Facility to include offices for behavioral health staff and interns, as well as multipurpose room for community meetings & health workshops
- **Child Care Center**
A child care center for parents, students, teachers, and community members to be built adjacent to the community health center
- **Electronic Marquee**
Located at the corner of Foothill and High Street.
- **Campus Quad**
A central outdoor area for all students and staff, includes green space
- **Library**
Refurbish existing historic structure and updated to current codes, including earthquake retrofitting.

Board Office Use: Legislative File Info.	
File ID Number	16-0232
Introduction Date	4/13/16
Enactment Number	16-0485
Enactment Date	4/13/16



OAKLAND UNIFIED
SCHOOL DISTRICT

Central Office Administration

Memo

To Board of Education

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

Board Meeting Date ~~January 27, 2016~~ **APRIL 13, 2016**

Subject Agreement for Architectural Services - Loving and Campos (LCA) Architects - Fremont High School Replacement Project

Action Requested Approval by the Board of Education of an Agreement for Architectural Services with Loving and Campos (LCA) Architects for Design Services on behalf of the Fremont High School Replacement Project, in an amount not-to exceed \$5,316,000.00. The term of this Agreement shall commence on ~~January 27, 2016~~ **March 23, 2016** and shall conclude no later than December 31, 2020.

Background The scope of the project is to provide masterplan, programming, design and engineering services for the new, state-of-the-art Fremont Net Zero Energy (ZNE) High School. Scope includes, but is not limited to designing a CHPS performance verified project for 1,200 students maximum; preparing construction documents to be submitted to the Division of State Architect; provide bidding assistance, construction administration and closeout services; modernization of existing buildings; interim housing and potential relocation of the existing health clinic; and project management and procurement of the furniture, fixtures and equipment (FF&E) for the project.

Discussion The existing buildings at Fremont High School are in poor condition and require replacement and/or possible modernization. Current design of buildings do not meet programmatic needs such as the existing turf field and other facility spaces that require further improvements.

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

LBP (Local Business Participation Percentage) 73.00%

Recommendation Approval by the Board of Education of an Agreement for Architectural Services with Loving and Campos (LCA) Architects for Design Services on behalf of the Fremont High School Replacement Project, in an amount not-to exceed \$5,316,000.00. The term of this Agreement shall commence on ~~January 27, 2016~~ **March 23, 2016** and shall conclude no later than December 31, 2020.

Fiscal Impact

Measure J

Attachments

- Agreement Architectural Services including scope of work
- Certificate of Insurance
- Consultant Proposal



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-0282

Department: Facilities

Vendor Name: LCA Architects

Project Name: Fremont High School Modernization & New Construction Project No.: 13158

Contract Term: Start Date: 1/1/16 End Date: 12/31/20

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 5,316,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the
Local Business Policy? Yes ☒ No ☐

Why was this Vendor selected?

This vendor was selected through a formal Request for Proposals for Architectural Services for Fremont High School. They were selected based on a set of criteria based on experience, cost and local business participation.

Summarize the services this Vendor will be providing.

Scope of services includes, but not limited to providing design for a modernization and new construction of a zero net energy (ZNE) Fremont High School facility that will be a California High Performance School (CHPS) certified building for a maximum of 1200 students. Services includes providing design and engineering services for the new campus, management of furniture, fixture and equipment, interim housing and relocation of various departments.

Was this contract competitively bid? Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

The price for service is competitive compared to projects of similar size, complexity, phasing and community engagement.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (Increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

LBU EVALUATION FOR FREMONT HS ARCHITECTURAL DESIGN

RFP

December 2015

FIRM/TEAM	LBE/SLBE/SLRBE Firms Names	RESPONSIVE Y/N	PERCENTAGE	Preference Points	NOTES
LCA Architects		Y	72.6%	2pt	
	LCA Architects	LBE	39.1%		
	Calichi Design Group	SLBE	5.7%		
	KPW Structural Engineers	SLBE	9.8%		
	EDesignC, Inc.	LBE	8.5%		
	Keller Mitchell	SLRBE	5.0%		
	L. Luster & Associates	SLBE	3.4%		
	Shor Acoustical Engineers	SLRBE	1.2%		

**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
LOVING AND CAMPOS (LCA) ARCHITECTS
FOR
FREMONT HIGH SCHOOL REPLACEMENT PROJECT**

TABLE OF CONTENTS

Article 1. Definitions	1
Article 2. Scope, Responsibilities, and Services of Architect	3
Article 3. Architect Staff	5
Article 4. Schedule of Services	6
Article 5. Construction Cost Budget	6
Article 6. Fee and Method of Payment	7
Article 7. Payment for Extra Services or Changes	8
Article 8. Ownership of Data	8
Article 9. Termination of Agreement	9
Article 10. Architect Indemnity	10
Article 11. Mandatory Mediation for Claims	11
Article 12. Fingerprinting	12
Article 13. Responsibilities of the District	12
Article 14. Liability of District	13
Article 15. Nondiscrimination	13
Article 16. Insurance	13
Article 17. Covenant Against Contingent Fees	14
Article 18. Entire Agreement/Modification	14
Article 19. Non-Assignment of Agreement	14
Article 20. Law, Venue	14
Article 21. Alternative Dispute Resolution	14
Article 22. Severability	15
Article 23. Employment Status	15
Article 24. Certification of Architect	16
Article 25. Cost Disclosure - Documents and Written Reports	17
Article 26. Notices and Communications	17
Article 27. Disabled Veteran Business Enterprise Participation	17
Article 28. District's Right to Audit	17
Article 29. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE)	18
Article 30. Other Provisions	18
EXHIBIT "A" - RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "AA" - LCA NOVEMBER 19, 2015 PROPOSAL	AA - 1
EXHIBIT "B" - CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" - SCHEDULE OF SERVICES	C-1
EXHIBIT "D" - PAYMENT SCHEDULE	D-1
EXHIBIT "E" - INSURANCE REQUIREMENTS	E-1

CERTIFICATES

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of the 16th day of December 2015, between the **Oakland Unified School District**, a California public school district ("District"), and Loving and Campos (LCA) ("Architect") (individually a "Party" and collectively the "Parties"), for the following project ("Project"):

Modernization and/or New Construction of Fremont High School located at 4610 Foothill Blvd., Oakland, CA 94601

See **Exhibit "A"** for detailed Project scope and Exhibit "AA" for Architect and District's current understanding and basis of design for the Project.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

WITNESSETH, 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 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-BUILTS"):** 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. **Building Information Model ("BIM"):** The digital representation of the physical and functional characteristics of the Project. Whereas, "Building Information Modeling" means the process and technology used to create the Model. The Building Information Model includes without limitation all BIM Elements and non-geometric information.

1.1.6. **BIM Element(s):** The portion of the Building Information Model representing a component, system, or assembly within the Project. A BIM

Element can be comprised of several BIM Elements.

- 1.1.7. **Clash(es)**: Any type of conflict or discrepancy in the Building Information Model, including without limitation hard conflicts between two BIM Elements and soft conflicts between a BIM Element and a required clearance.
- 1.1.8. **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. **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 Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.10. **District**: The Oakland Unified School District.
- 1.1.11. **DSA**: The Division of the State Architect.
- 1.1.12. **Level(s) of Development**: The description of the level of completeness to which the Architect must develop each applicable BIM Element by the end of a particular Project phase. Each Level of Development includes the characteristics of all lower Levels of Development, where LOD100 is the lowest Level of Development. For example, LOD400 includes the characteristics described in LOD300.
 - 1.1.12.1. **LOD100**: The overall massing of BIM Elements indicative of area, height, volume, location, and orientation may be modeled in three dimensions.
 - 1.1.12.2. **LOD200**: BIM Elements are depicted in three dimensions to the approximate quantity, size, shape, location, and orientation. BIM Elements' object-oriented and parametric relations are completed so that the Building Information Model is dimensionally sound.
 - 1.1.12.3. **LOD300**: BIM Elements' three dimensional object geometry and location are confirmed.
 - 1.1.12.4. **LOD400**: BIM Elements include shop/fabrication drawing details.
 - 1.1.12.5. **LOD500**: BIM Elements' three dimensional object geometry and location exactly match that information depicted in the As-Builts.
- 1.1.13. **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.

- 1.1.14. **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-Builts, sketches, details, and clarifications.
- 1.1.15. **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.
- 1.1.16. **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,"** and prepared after execution of this Agreement."
- 2.2. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would 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.
- 2.3. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:
- 2.3.1. International Building Code of the International Code Council, latest addition, and the California Code of Regulations, title 24, including amendments.
- 2.3.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.3.3. Americans with Disabilities Act.
- 2.3.4. Education Code of the State of California.
- 2.3.5. Government Code of the State of California.
- 2.3.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.3.7. Public Contract Code of the State of California.
- 2.3.8. U.S. Copyright Act.

- 2.4. **Storm Water.** Architect, through its Consultant(s), shall coordinate its work with the District's Qualified Storm Water Developer (QSD) and shall prepare all documents requested by the QSD or the District related to the District's efforts to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone Consultants, interior designers, food service consultants, acoustical, audio visual, traffic and security consultants licensed as required by the State of California. 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(s) employed by the Architect under terms of the Agreement.
- 2.6. Architect shall coordinate with District personnel and/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.
- 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, 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, State, County and City Fire Marshal, County and City Health Departments and Inspectors, County and/or City 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 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 provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.11. Architect shall coordinate and integrate its work with any of the following information and/or services as provided by District:
- 2.11.1. Ground contamination or hazardous material analysis.
 - 2.11.2. Any asbestos and/or lead testing, design or abatement.
 - 2.11.3. Compliance with the California Environmental Quality Act ("CEQA"). 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. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may submit scope and fees for approval to the District for the work required to incorporate those mitigation measures as Extra Services.

- 2.11.4. Historical significance report.
- 2.11.5. Soils investigation.
- 2.11.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
- 2.11.7. Topographic surveys of existing conditions.
- 2.11.8. State and local agency permit fees.
- 2.11.9. Commissioning Agent and Reports.
- 2.11.10. Testing and Inspection.

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 and consultants shall be associated with the Project in the following capacities:

Architect of Record :	<u>LCA Architects, Carl Campos (CEO)</u>
Consulting Architect:	<u>Quattochi Kwok Architects (QKA)</u>
Civil Engineer:	<u>Calichi Design, SLBE</u>
Major Consultants:	
Electrical:	<u>EDesignC, LBE</u>
Mechanical:	<u>Guttman & Blaevoet</u>
Structural:	<u>KPW, SLBE</u>
Landscape Architect:	<u>Keller Mitchell, SLBR</u>
Acoustical Engineer:	<u>Shor Acoustical Engineers, SLBR</u>
Cost Estimator:	<u>Laura Luster & Associates, SLBE</u>

- 3.3. The Architect shall not change any of the key personnel listed above without prior notice to and 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 personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be 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 the Services 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, models, specifications and/or estimates 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,"** prepared after execution of this Agreement." 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 and/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 deliver the Project within the Construction Cost Budget.
- 5.3. If any of the following events occur:
- The lowest responsive base bid or proposal received is in excess of ten percent (10%) of the Construction Cost Budget; or
 - If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget as calculated by the Architect, assuming the District, the District's program manager and the District's construction estimator (if any) did not agree with the most current Construction Cost Budget as calculated by the Architect at the time of the opening of bids or proposals; or
 - 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, economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Direct the Architect to prepare the Project for re-bid within three (3) month's time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) month's 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. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

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 not to exceed **Five million, three hundred sixteen thousand dollars and no cents (\$5,316,000.00)**, which represents an architectural fee of 9% of the current construction budget of \$57.4 million (results in a fee of \$5,166,000.00) plus an allowance of \$150,000.00 for reimbursable expenses, will be the fee including all Consultant(s)' fee(s). If the Construction budget is increased, then the Fee shall be increased at a rate of 9% based on the revised construction budget.

- 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 **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 negligent 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. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

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 program or 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 program or 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 (2) 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, models, 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, models, 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) Technology (e.g., AutoCAD, Building Information Modeling software). The Architect shall deliver to the District, on request, a "thumb" drive, and/or compact disc with these documents and that is compatible with the most current version of the CADD Technologies used by the Architect. 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.
- 8.4. In order to evidence what CADD information was provided 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. The Architect shall have a copy of each Building Information Model Archive held in escrow for the duration of the Project. Those copies held in escrow will evidence what information was provided to the District. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided 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") in an

electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:

- 8.5.1. One (1) 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 (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
- 8.5.3. One (1) 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.
- 8.5.4. One (1) copy, in electronic format, of each Building Information Model Archive for the Project, inclusive of all related files.
- 8.5.5. All finished or unfinished documents, studies, meeting minutes, program documents, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. 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 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 any changes 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 9. Termination of Agreement

- 9.1. If Architect fails to perform the Services to the reasonable 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 date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 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 date of District's written 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 on the date District receives written notice of the termination from Architect. 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 performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of 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 the notice of 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 eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

Article 10. Architect Indemnity

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), arising from Claim(s) by third parties and only to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect shall not be obligated to indemnify or defend Indemnified Parties for the active negligence or willful misconduct of the Indemnified Parties, their agents, servants, or independent contractors retained by the District or Indemnified Parties. Irrespective of any language to the contrary in this Agreement, the Architect has no duty to provide or to pay for an up-front defense against unproven claims or allegations, but shall reimburse those reasonable attorneys fees incurred by the District to the extent caused by the negligence, recklessness, or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents, and only to the extent, if any, Architect failed to defend Claim(s) caused

by the negligence, recklessness, or willful misconduct of architects, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents.

10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

10.2.1. The cost of Project delays. Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect may be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, Inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, only to the extent that the Project delays are caused by the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services which falls below the applicable standard of care of Architects engaged in similar public education projects and are not caused by the negligence, recklessness or willful misconduct of the District, its agents, servants, or independent contractors.

10.2.2. The cost of construction change orders for errors and omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect may be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, provided the change order(s) result from any error or omission of Architect in the performance of Services which falls below the applicable standard of care of Architects engaged in similar public education projects.

Nothing contained in this Agreement shall be construed to require perfection in the Construction Documents or Services of the Architect and the District shall maintain a reasonable allowance for contingencies and changes that result in extra costs during construction.

10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Mandatory Mediation for Claims

11.1. 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.

11.2. 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, unless the Parties agree to extend the time for commencing mediation.

- 11.3. 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. Evidence of anything said, any admissions made, and 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, 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.

Article 12. Fingerprinting

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services, that Architect, Contractors, 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 13. Responsibilities of the District

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. 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.
- 13.3. 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 these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.

- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

Article 14. Liability of District

- 14.1. 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 or Architect 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.
- 14.2. 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 and Consultants, even though such equipment may be furnished or loaned to Architect by District.
- 14.3. Architect's and its consultants' and subcontractors' liability arising from or in connection with this Agreement is limited to the available proceeds of insurance coverage at the time of settlement, award, or judgment and District waives any right to recover for any claim against any principal, manager, officer, director, or employee of Architect, or its consultants or subconsultants.

Article 15. Nondiscrimination

- 15.1. 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.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 16. Insurance

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 16.2. 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 17. 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 Fee or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 18. 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.

Article 19. Non-Assignment of Agreement

This Agreement is intended to secure the Professional Services of the Architect, therefore, 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 20. Law, Venue

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.

Article 21. Alternative Dispute Resolution

21.1. Architect's Invoices.

- 21.1.1. 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, the portion or amount of the Architect's invoices that are disapproved for payment, the 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").

21.1.2. 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 the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

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

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

21.2.1. **Negotiation.** Within fifteen (15) days following the receipt of a request to meet, the parties shall meet and attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

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

21.2.3. **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.

21.3. Architect shall neither rescind nor stop the performance of its Services and the District shall neither rescind nor stop payments to the Architect pending the outcome of any dispute that occurs during the Construction Administration Phase.

Article 22. 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 23. Employment Status

23.1. 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; provided always, however, that the Services to be provided by Architect are to be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 23.2. 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.
- 23.3. 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.
- 23.4. Should a relevant taxing authority determine a liability for 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).
- 23.5. A determination of employment status pursuant to the preceding two (2) 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.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certification of Architect

- 24.1. Architect certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. 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.

- 24.3. 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 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 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

Article 26. Notices and 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

Architect:
LCA Architects, Inc.
1970 Broadway, Suite 800
Oakland, CA 94612

Attn: Tadashi Nakadegawa

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. Any notice by email shall be effective upon acknowledgment of receipt, if so requested.

Article 27. 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 paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect's good faith efforts to meet these DVBE goals.

Article 28. District's Right to Audit

- 28.1. 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 Audit Right"). The District's Audit Right includes the right to inspect, photocopy, scan, and to retain copies, outside of the Architect's premises, of any and all Project-related records, documents 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.

- 28.2. The District's Audit 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 the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit 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.
- 28.4. 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.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. 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 documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

Article 29. 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 30. Other Provisions

- 30.1. 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 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.


- 30.2. 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.
- 30.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee equal to one hundred percent (100%) of the tax deduction and/or credit the Architect receives based on the Project per Internal Revenue Code Section 179(D).
- 30.4. 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.
- 30.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 30.6. **Exhibits A through E** 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

ACCEPTED AND AGREED on the date indicated below:


OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education
4/14/16
Date

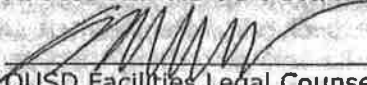

Antwan Wilson, Superintendent & Secretary, Board of Education
4/14/16
Date


Lance Jackson, Interim Deputy Chief, Facilities Planning and Management
3-14-16
Date

ARCHITECT


By: CARL CAMPOS, CEO
Its: LCA ARCHITECTS
3/3/16
Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel
3.4.16
Date

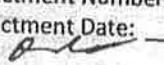
File ID Number: 16-0232
Introduction Date: 4/13/16
Enactment Number: 16-0485
Enactment Date: 4/13/16
By: 

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

1.	BASIC SERVICES	2
2.	MASTER PLANNING SERVICES.....	9
3.	PRE-DESIGN AND START-UP SERVICES	11
4.	SCHEMATIC DESIGN PHASE.....	14
5.	DESIGN DEVELOPMENT PHASE.....	19
6.	CONSTRUCTION DOCUMENTS PHASE	23
7.	BIDDING PHASE.....	30
8.	CONSTRUCTION ADMINISTRATION PHASE	31
9.	CLOSEOUT PHASE.....	34
10.	MEETINGS / SITE VISITS / WORKSHOPS – Architect Participation Requirements.....	35

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

1. BASIC SERVICES

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, models, specifications and other services, including Collaborative for High Performance Schools (CHPS) program registration and compliance per 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, models, specifications and other services.
- 1.2. 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;
 - 1.2.1. Physical characteristics;
 - 1.2.2. Legal limitations and utility locations for the Project site(s);
 - 1.2.3. Written legal description(s) of the Project site(s);
 - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 1.2.5. Adjacent drainage;
 - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - 1.2.9. Surveys, reports, as-built drawings; and
 - 1.2.10. Subsoil data, chemical data as encountered and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to

the Project, 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 information is deemed necessary for the project's effective execution, architect shall not proceed with affected project components until required information is secured. Should architect proceed without the required information, and the information when received, causes a change, architect shall make all necessary changes and engage the resources necessary to keep the project on schedule, at no cost to the District. 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.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology and Security Department and/or the District's technology and security consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. 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 and security consultant as appropriate to the level of design completion.
- 1.4. **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 Project equipment, materials, supplies, and furnishings to ensure 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.
- 1.5. **District Standards.** Architect and its Consultants shall incorporate into the Work all adopted District product standards for facilities and construction. Architect and its Consultants shall not incorporate any specific products, items, systems, or materials unless allowing an "or equal" item, or if it is a District-adopted sole source product standard.
- 1.6. **Mandatory Assistance.** Except for Claims as defined in this Agreement, 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, 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"). The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the negligent acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

- 1.7. **Collaborative for High Performance Schools (CHPS).** If this Project is to be designed to a specific Collaborative for High Performance Schools ("CHPS") standard the Parties shall indicate (by checking the appropriate box) for the specific section that is applicable for this specific Project.

1.7.1. **CHPS VERIFIED PLUS HPI INCENTIVE WITH OPSC ELIGIBILITY TRACK** ☐

1.7.1.1. **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 CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per 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 District 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.

- 1.7.1.1.1. The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's 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 phase submittal. The status of Project compliance and documentation submitted in relation to CHPS Verified and HPI credits shall be assessed with the

District at the end of each phase of the work.

- 1.7.1.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California 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.

The Architect shall assist the District in a timely manner, in preparing applications to DSA and the Office of Public School Construction which shall meet DSA/HPI submission requirements, including calculations demonstrating Acoustic Performance standards per CHPS guidelines, 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 CHPS Program Manager.

1.7.2. CHPS VERIFIED ONLY/ NO OPSC HPI ELIGIBILITY TRACK □

- 1.7.2.1. **CHPS Criteria, CHPS Verified Program** As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per 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 its CHPS Program Manager to confirm CHPS Verified review path and verify that the District's project meets the District's Project Requirements and the District's CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

- 1.7.2.1.1. The Architect and Consultants shall participate

early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's 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.

- 1.7.2.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California 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.

- 1.7.2.1.3. 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 CHPS guidelines are met, and forward electronic pdf copies of all submissions and communications with CHPS, concurrently, to the District's Project Manager and CHPS Program Manager.

1.7.3. CHPS DESIGNED ONLY/CHPS GUIDELINES / MINOR MODERNIZATION □
SCOPE ONLY/ NO OPSC HPI ELIGIBILITY TRACK

- 1.7.3.1. **CHPS Criteria, and CHPS Guidelines** As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per 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 CHPS Program Manager to verify that the District's project meets the Owner's Project Requirements and CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

- 1.7.3.1.1. The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's 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.
- 1.7.3.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California 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.

1.8. Oversight and Inspection Requirements

The Architect acknowledges that the Division of the State Architect (DSA) inspection, approval and certification process for projects was revised in 2012-2013 and that the Architect must comply with the requirements of the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process).

1.9. Building Information Modeling (BIM). ☐

The Architect shall produce a Building Information Model, if the Parties so indicate by checking the adjacent box. The Building Information Model shall be created in accordance with Autodesk® BIM 360™ Building Information Modeling software and file format. The Architect shall utilize the Building Information Model to minimize costs of Services under this Agreement.

1.9.1. Model Requirements. The Architect shall make the Building Information Model in accordance to the current version of the "National BIM Standard – United States" ("NBIMS") of the National Institute of Building Sciences. The Architect shall develop each BIM Element to the Level of Development in accordance with generally accepted industry practice by the end of each Project phase.

1.9.2. Model Management and Coordination. The Architect shall manage the Model and coordinate efforts with Consultants to detect and resolve all Clashes. The Architect must require all applicable Consultants engage in Clash detection. In management of the Model, the Architect is responsible for facilitating and establishing the following: the Model coordinate system and units; file storage locations; processes for transferring and accessing Model files; Clash detection procedures; and Model access rights. Furthermore, the Architect is responsible for the following: maintaining record copies of each file received for the Building Information Model; aggregating Building Information Model files; performing Clash detection in accordance with established procedures; maintain Building Information Model Archive and backups; manage Building Information Model access rights; and any additional responsibilities set forth in NBIMS. In the event a Clash is detected, the Architect shall timely resolve the Clash in the Building Information Model, and the Architect shall timely make corresponding corrections to any plan, specification, drawing, model, analysis, estimate, file, document, or item produced under the Services of this Agreement.

1.9.3. Building Information Model Archive. At the end of each Project phase, up to the end of the Construction Document Phase the Architect is responsible for and shall produce a Building Information Model Archive that cannot be altered for any reason. Each Building Information Model Archive shall consist of two sets of files. The first set shall be a collection of all files the Architect received for the Building Information Model during that Project phase, in both the file format received and all converted file formats. The second set shall consist of the Building Information Model as developed at the end of that Project phase. In the

event this Agreement is terminated, the Architect shall create a Building Information Model Archive for the current Project phase up to the date of termination.

2. MASTER PLANNING SERVICES

2.1. Project Initiation

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

2.1.1. 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 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 regulatory agencies and additional definition of deliverables.

2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2.2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

2.2.1. 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.

2.2.2. Review DSA codes pertaining to the proposed Project design.

2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

2.2.5. Administer Project as required to coordinate work with the District and between subconsultants.

2.3. Construction Cost Budget

2.3.1. 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 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 advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:

2.3.1.1. 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.

2.3.1.2. 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.

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

2.3.1.4. 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.

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

2.3.1.6. 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.

2.3.2. 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.

2.4. 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.

2.5. Deliverables

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

- 2.5.1. Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.5.2. Conceptual Design/Site Plan and Phasing Plan.
- 2.5.3. Revised Construction Cost Budget.
- 2.5.4. Final Schedule of Work;, showing also Project Phasing
- 2.5.5. Meeting Reports/Minutes from Kick-off and other meetings;
- 2.5.6. Electronic copy and/or one rendering provided to District for public presentation.

2.6. Meetings

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

3. PRE-DESIGN AND START-UP SERVICES

3.1. Project Initiation

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

- 3.1.1. 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, Model Management and Coordination, 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 regulatory agencies and additional definition of deliverables.

- 3.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3.2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- 3.2.1. 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.
- 3.2.2. Review DSA codes pertaining to the proposed Project design.
- 3.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 3.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 3.2.5. Administer Project as required to coordinate work with the District and between subconsultants.
- 3.2.6. Construction Cost Estimate
 - 3.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Estimate within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Estimate are to be based on the developed functional architectural programs as approved by the District with input by the District's Lease Leaseback contractor. The following conditions apply to the Construction Cost Estimate prepared by the Architect:
 - 3.2.6.1.1. 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.
 - 3.2.6.1.2. 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.

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

3.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are Intended to be part of the Construction Cost Estimate.

3.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate with the District's Construction Budget.

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

3.2.6.2. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.

3.3. 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.

3.4. Deliverables

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

3.4.1. Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

3.4.2. Site Plan;

3.4.3. Revised Construction Cost Estimate;

3.4.4. Final Schedule of Work;

3.4.5. Meeting Reports/Minutes from Kick-off and other meetings;

3.4.6. Renderings provided to District for public presentation.

3.4.7. Preliminary CHPS/HPI scorecard(s).

3.4.8. The Building Information Model Archive for this Project phase.

3.5. Meetings

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

4. SCHEMATIC DESIGN PHASE

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, with input from the District's Lease Leaseback contractor, for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

4.1. 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, programming, concepts, Model Management and Coordination 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.

4.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

4.3. Architectural

4.3.1. Develop Owner's Project Requirements ("OPR") Documents to establish and document the Project goals, measurable performance criteria, and requirements for system function, performance, and maintainability. The OPR can be used as the basis of commissioning work should that be requested by the District. The OPR will serve as the Basis of Design for the Project as it moves forward and will address the 38 categories set forth on Page 6 of Exhibit AA.

4.3.2. 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 typical layouts of major equipment or operational layout.

- 4.3.3. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 4.3.4. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- 4.3.5. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 4.3.6. Identify code requirements, include occupancy classification(s) and type of construction. This information shall be incorporated into the program document.
- 4.3.7. Update CHPS/HPI scorecard and credit documentation to reflect Schematic Design. This information shall be incorporated into the program document.

4.4. Structural

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

4.5. Mechanical

- 4.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 4.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 4.5.3. Show selected system on drawings as follows:
 - 4.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - 4.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - 4.5.3.3. Schematic piping.
 - 4.5.3.4. Temperature control zoning.
- 4.5.4. Provide design criteria to include the intent base of design for the projects. This information shall be incorporated into the program document.

f

- 4.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.6. Electrical

- 4.6.1. Calculate overall approximate electrical loads.
- 4.6.2. 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.
- 4.6.3. Show system(s) selected on drawings as follows:
 - 4.6.3.1. Single line drawing(s) showing major distribution system.
 - 4.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
 - 4.6.3.2.1. Load centers.
 - 4.6.3.2.2. Main panels.
 - 4.6.3.2.3. Switch gear.
- 4.6.4. Provide design criteria to include the intent base of design for the projects. This information shall be incorporated into the program document.
- 4.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.7. Civil

- 4.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 4.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 4.7.3. Coordinate finish floor elevations with architectural site plan.

4.8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

4.9. 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 District 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.

4.10. Construction Cost Estimate

Revise the Construction Cost Estimate for the Project with input from the District's Lease Leaseback contractor. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Estimate:

- 4.10.1. 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.
 - 4.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- 4.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District detailed cost estimating format for prior review and approval.
- 4.10.3. 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).
- 4.10.4. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.
- 4.10.5. The Architect shall submit its proposed Construction Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate, including review of District-provided cost estimate.
- 4.10.6. At the end of this Phase, the Construction Cost Estimate may include design contingencies of no more than ten percent (10%) in the cost estimates.

4.11. Meetings

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

4.12. Deliverables

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

- 4.12.1. OPR Document
- 4.12.2. Breakdown of Construction Cost Estimate as prepared for this Phase;
- 4.12.3. Meeting Reports/Minutes;

- 4.12.4. Schematic Design Package with alternatives;
- 4.12.5. Statement indicating changes made to the Architectural Program and Schedule;
- 4.12.6. CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documentation for CHPS credit EQ 1.1 updated to reflect Schematic Design.
- 4.12.7. 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.
- 4.12.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

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

4.13. Presentation

- 4.13.1. Architect shall present and review with the District the detailed Schematic Design and CHPS documentation.
- 4.13.2. 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.
- 4.13.3. 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.
- 4.13.4. 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.

5. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase and with input from the District's Lease Leaseback contractor, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

5.1. Architectural

- 5.1.1. Scaled, dimensioned floor plans with final room locations including all openings, and preliminary fixtures, furnishings and fixed equipment

("FF&E") plans and assist District with selection of furniture and coordination with vendors for FF&E.

5.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

5.1.3. Identification of all fixed equipment to be installed in contract.

5.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.

5.1.5. Preliminary development of details and large scale blow-ups.

5.1.6. Legend showing all symbols used on drawings.

5.1.7. Floor plans identifying all fixed and major movable equipment and furniture.

5.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

5.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

5.1.9.1. Light fixtures.

5.1.9.2. Ceiling registers or diffusers.

5.1.9.3. Access Panels.

5.1.10. Update CHPS/HPI scorecard and credit documentation to reflect Design Development. This information shall be incorporated into the program document.

5.1.11. Update and refinement of OPR Document for architectural, structural, mechanical, electrical, civil, and landscape manuals, systems and equipment.

5.2. Structural:

5.2.1. Structural drawing with all major members located and sized.

5.2.2. Establish final building and floor elevations.

5.2.3. Preliminary specifications.

5.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center. This information shall be incorporated into the program document.

5.3. Mechanical

- 5.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 5.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 5.3.3. Ductwork and piping should be substantially located and sized.
- 5.3.4. Devices In ceiling should be located.
- 5.3.5. Legend showing all symbols used on drawings.
- 5.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 5.3.7. Control Systems to be identified. This information shall be incorporated into the program document.
- 5.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase. This information shall be incorporated into the program document.

5.4. Electrical

- 5.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space, with photometrics, and clear lighting controls for CHPS/HPS credit EQ 1.3 Electric Lighting documentation meeting CHPS Guidelines.
- 5.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 5.4.3. 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. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.4.4. Legend showing all symbols used on drawings
- 5.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 5.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5.5. Civil

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

5.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

5.6. Landscape

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

5.7. Bid Documents

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.

5.8. Construction Cost Estimate

5.8.1. Revise with input from the District's Lease Leaseback contractor, the Construction Cost Estimate for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Estimate.

5.8.2. 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.

5.8.3. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.8.4. The Architect shall submit its proposed Construction Cost Estimate and FF&E Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.8.5. 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.

5.9. Deliverables

5.9.1. Updated Owner's Project Requirements (OPR) Documents;

- 5.9.2. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 5.9.3. Specifications;
- 5.9.4. Revised Construction Cost Estimate and FF&E Cost Estimate;
- 5.9.5. DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- 5.9.6. 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.
- 5.9.7. Updated T24 whole building energy analysis reflecting Design Development plus list of Energy Conservation Measures (ECMs) Incorporated.
- 5.9.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

The Design Development deliverables 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.

5.10. Meetings

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

6. CONSTRUCTION DOCUMENTS PHASE

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 and with input from the District's Lease Leaseback Contractor, the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

6.1. Construction Documents ("CD") 50% Stage:

6.1.1. General

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall reasonably verify the availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings. BIM Modeling by the Architect and its consultants is concluded at the end of the Construction Documents Phase.

6.1.2. Architectural

- 6.1.2.1. Site plan developed to show building location, and major site elements.
- 6.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- 6.1.2.3. Architectural details and large blow-ups started.
- 6.1.2.4. Well developed finish, door, and hardware schedules.
- 6.1.2.5. Fixed equipment details and identification started.
- 6.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical, fire protection, systems.

6.1.3. Structural

- 6.1.3.1. Structural floor plans, elevations, and sections with detailing well advanced.
- 6.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- 6.1.3.3. Completed cover sheet with general notes, symbols and legends.

6.1.4. Mechanical

- 6.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
- 6.1.4.2. Large scale mechanical details started.
- 6.1.4.3. Mechanical schedule for equipment substantially developed.
- 6.1.4.4. Complete design of Emergency Management System ("EMS").

6.1.5. Electrical

- 6.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- 6.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

6.1.5.3. All electrical equipment schedules started.

6.1.5.4. Special system components approximately located on plans.

6.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

6.1.6. Civil

6.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.

6.1.6.2. Site utility plans started.

6.1.7. Landscape

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

6.1.8. Construction Cost Budget

6.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

6.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

6.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

6.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

6.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

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

6.1.9.1.1. 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

6.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

6.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

6.1.9.3. Specifications shall be in CSI format.

6.1.10. 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:

6.1.11. Updated program document

6.1.12. Two copies of reproducible copies of working drawings;

6.1.13. Two copies of specifications;

6.1.14. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

6.1.15. Two copies of 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.

6.1.16. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

6.2. Construction Documents – 100% / Completion Stage:

6.2.1. Architectural

6.2.1.1. Completed site plan.

- 6.2.1.2. Completed floor plans, elevations, and sections.
- 6.2.1.3. Architectural details and large blow-ups completed.
- 6.2.1.4. Finish, door, and hardware schedules completed, including all details.
- 6.2.1.5. Fixed equipment details and identification completed.
- 6.2.1.6. Reflected ceiling plans completed.
- 6.2.1.7. Finalize FF&E plans and specifications.

6.2.2. Structural

- 6.2.2.1. Structural floor plans and sections with detailing completed.
- 6.2.2.2. Structural calculations completed.

6.2.3. Mechanical

- 6.2.3.1. Large scale mechanical details complete.
- 6.2.3.2. Mechanical schedules for equipment completed.
- 6.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.
- 6.2.3.4. Complete energy conservation calculations and report.

6.2.4. Electrical

- 6.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed. Include any updated photometrics to demonstrate meeting of EQ 1.1 Daylighting.
- 6.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- 6.2.4.3. All electrical equipment schedules completed.
- 6.2.4.4. Special system components plans completed.
- 6.2.4.5. Electrical load calculations completed.

6.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

6.2.6. Construction Cost Estimate

- 6.2.6.1. Revise the Construction Cost Estimate with input from the District's Lease Leaseback Contractor for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Estimate.
- 6.2.6.2. The Construction Cost Estimate for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Estimate shall be the responsibility of the Architect.
- 6.2.6.3. The Architect shall submit its proposed Construction Cost Estimate and FF&E Cost Estimate to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Estimate.
- 6.2.6.4. At this stage of the design, the Construction Cost Estimate shall not include any design contingencies in excess of the cost estimates.

6.2.7. Specifications

- 6.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- 6.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - 6.2.7.2.1. 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
 - 6.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.
- 6.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- 6.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

6.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

6.2.7.6. Specifications shall be in CSI format.

6.2.8. Constructability Review

The District and/or its designee shall conduct a construction 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.

6.2.9. Deliverables

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

6.2.9.1. Updated OPR Document

6.2.9.2. Reproducible copies of working drawings;

6.2.9.3. Specifications;

6.2.9.4. 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.

6.2.9.5. 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.

6.2.9.6. Engineering calculations;

6.2.9.7. Revised Construction Cost Estimate and Revised FF&E Cost Estimate;

6.2.9.8. Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

6.2.9.9. DSA file including all correspondence, meeting, back check comments, checklists to date;

6.2.9.10. 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.

6.2.9.11. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

6.3. Construction Documents (CD) Final Back-Check Stage

6.3.1. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' 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.

6.3.1.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

6.3.2. 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:

6.3.2.1. **Drawings:** Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

6.3.2.2. **Specifications:** Original word-processed technical specifications on reproducible masters in CSI format.

6.3.3. Architect shall update and refine the consultants' completed Construction Documents.

6.3.4. 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.

6.4. Meetings

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

7. BIDDING PHASE

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 the Lease Leaseback construction project delivery method

for District for both the Project Building and Site Contract and for the FF&E Contract as follows:

- 7.1. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 7.2. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 7.3. Attend bid walk(s) as scheduled.
- 7.4. 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.
- 7.5. 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.
- 7.6. Attend bid opening.
- 7.7. Coordinate with subconsultants.
- 7.8. Respond to District questions and clarifications.
- 7.9. Deliverables

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

- 7.9.1. Meeting report/minutes from kick-off meeting;
- 7.9.2. Meeting report/minutes from pre-bid site walk;
- 7.9.3. 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, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.
- 7.9.4. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

8. CONSTRUCTION ADMINISTRATION PHASE

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 up to a period of 30 months, as follows:

8.1. 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.

8.2. Change Orders

8.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.

8.2.2. 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.

8.3. Submittals

8.3.1. Architect shall review and approve or take other 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.

8.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

8.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of 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 ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-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.

8.4. RFIs

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) business days from the receipt by the Architect, unless the complexity of the RFI or Information sought in the RFI warrants a longer time period for the review to be mutually agreed upon by both parties. 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.

8.5. 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. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

8.6. **As-Built Drawings.** Architect shall review and evaluate for District the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.

8.6.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.

8.7. **Record Drawings.** Only if requested specifically by the District, Architect shall review the final Record Drawings prepared by the Contractor for the District for general completeness and compliance with the District's and Architect's requirements. The Record Drawings prepared by Contractor shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. 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.

8.8. **O&M Manuals / Warranties.** Architect shall review the equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems prepared and/or assembled by the Contractor, for general conformance with the requirements of the plans and specifications.

8.9. Architect will provide, at the District's request, 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.

8.10. 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.

8.11. Deliverables

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

- 8.11.1. Meeting report/minutes from kick-off meeting;
- 8.11.2. Observation reports;
- 8.11.3. Weekly meeting reports that reflect substantive Architectural, Commissioning or CHPS/HPI issues discussed.
- 8.11.4. Final acoustics performance testing report and CHPS/HPS documentation to verify CHPS EQ 3.1 is met.
- 8.11.5. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

8.12. Meetings

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

9. CLOSEOUT PHASE

9.1. As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:

- 9.1.1. Architect shall review the Project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
- 9.1.2. Architect shall review, and forward to the District all written warranties, operation manuals, lien waivers, and Certificates of Inspection and Occupancy prepared and/or assembled by the Contractor for general conformance with the Architect's and District's requirements.
- 9.1.3. Architect shall use its diligent efforts to prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 9.1.4. Architect shall obtain all required DSA approval on construction change directives and addenda to the contractor's contract that have not already received DSA approval.
- 9.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).

- 9.1.6. Architect shall review the Record Drawings prepared by the Contractor for the Project, as requested by the District.
- 9.1.7. Architect shall review the package of all warranty and M&O documentation prepared by the Contractor.
- 9.1.8. Architect shall review the electronic files, plans and Project binder prepared by the Contractor.
- 9.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 9.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 9.3. **Deliverables**
 - 9.3.1. Punch lists for each building;
 - 9.3.2. Upon completion of the Project, Architect to review all related project documents, including As-Built, Record Drawings. These are the sole property of the District.
 - 9.3.3. DSA Project Certification

9.4. Meetings

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

10. MEETINGS / SITE VISITS / WORKSHOPS – Architect Participation Requirements

- 10.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct, take, and distribute minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). 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.

10.2. General Meeting, Site Visit and Workshop Requirements

- 10.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.

- 10.2.2. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the

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.

10.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

10.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

10.3. Meetings During Project Initiation Phase (One (1) meeting(s))

10.3.1. 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:

10.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

10.3.1.2. 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.

10.3.1.3. During this meeting, the Architect shall:

10.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

10.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

10.3.1.3.3. 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.

10.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

10.3.2. Participate in initial CHPS workshop facilitated by District CHPS Program Manager to develop preliminary CHPS/HPI scorecard(s) and review Owner's Project Requirements.

10.4. Initial Site Visits (One (1) meeting(s))

10.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

10.4.2. Access to site and associated areas shall be coordinated in advance with the District. If additional site visits are required, they shall occur at the architect's sole expense.

10.5. Meetings During Architectural Program (Eighteen (18) meeting(s))

10.5.1. 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.

10.5.2. Architect shall conduct one site visit/meeting, 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.

10.5.3. 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.

10.6. Meetings During Schematic Design Phase (Four (4) meeting(s))

10.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop, per site, with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:

10.6.1.1. Architect shall designate its team member duties and responsibilities;

10.6.1.2. Architect and District shall review District goals and expectations;

10.6.1.3. District shall provide input and requirements;

10.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget;

10.6.1.5. 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;

10.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

10.6.1.7. CHPS Integrated design update and status.

10.7. Meetings During Design Development Phase (Five (5) meeting(s))

10.7.1. At the time designated for completion of the Design Development package, Architect shall conduct one meeting, per package of submittal, with the District to review the following:

10.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

10.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

10.7.2. Value Engineering Workshop (Two (2) meeting(s))

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

10.8. Meetings During Construction Documents Phase (Nine (9) meeting(s))

10.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct one meeting, per package of submittal, with the District to revise the Design Development package and receive comments.

10.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

10.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

10.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget;

10.8.2.3. CHPS review, which shall include mandatory attendance by all of the Architect's 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% Construction Document phase.

10.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one

meeting, per package or submittal, with the District to review the following:

10.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

10.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

10.9. Meetings During Bidding Phase (One (1) meeting(s))

10.9.1. Attend and take part in one Pre bid coordination meeting with District.

10.9.2. Attend and take part in one meeting, per package of submittal, with all potential bidders, District staff, and Construction Manager.

10.9.3. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10.10. Meetings During Construction Administration Phase

10.10.1. Unless otherwise reasonably agreed to by the Parties, 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 construction of the Project, for a period of 30 months, after which time Construction Administration Phase Services, Meetings, and related tasks will be performed and billed as Extra Services. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.

10.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work.

10.10.3. Architect shall ensure that consultant(s) visit the site in conformance with this agreement.

10.11. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

10.12. Governing Board Meetings

- Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.



243 YGNACIO VALLEY ROAD
1970 BROADWAY, SUITE 800

WALNUT CREEK, CA 94596
OAKLAND, CA 94612

TEL 925 944 1620
TEL 510-272-1060

FAX 925 944 1666
FAX 510-272-1066

November 19, 2015

EXHIBIT "AA"

Saya Nhim
Facilities Planning & Management Dept.
Oakland Unified School District
955 High Street
Oakland, CA 94601

**to Agreement for Architectural Services by and between
Oakland Unified School District and LCA for
Fremont High School Replacement Project**

**Subject: New Fremont High School – Phase I
Oakland, California | LCA #14019**

Dear Saya,

1. I am pleased to present this proposal for professional services to assist the District with Phase 1 for the New Fremont High School located on two and a half acres at 4610 Foothill Boulevard, Oakland California.
2. Our understanding of the project is as follows:
 - A. According to the **Quality School Development Proposal (QSDP)** prepared by the high school and given to us by the District on 8/12/15, the long term plan for the existing Fremont High School is to replace the entire campus with a new, state-of-the-art, CHPS Verified, Net Zero Energy (ZNE) high school (grades 9–12).
 - B. The construction budget is currently set at **\$57.4 million** utilizing Measure J funds, and will be for a high school campus of **1,200 students**. Planning for the campus will anticipate the potential increase of student population beyond 1,200 students. During the campus programming phase, the **Design Team** will study and prepare schemes that address a 1,200+ student population and, as much as possible, work within the current construction budget. Some of the proposed programming options may exceed the current construction budget and require multiple phases. The Design Team will prepare construction drawings for the scope of work based on the current construction budget (Phase 1). If the construction budget is increased, then the OUSD Master Agreement Fee proposed by the Design Team in this fee proposal will be increased as a percentage of construction budget as identified in **Exhibit C**.
 - C. The academic instructional approach and organization will include collaborative teams, project based learning and interdisciplinary projects across content areas, blended learning, station rotation model, advisory curriculum and small learning communities. Students will start in a 9th Grade House and take a course to introduce them to the school's four pathways, study skills, and instructional strategies. The four pathways will include Engineering and Architectural Design, Digital Media and Technology, Global Studies and Public Service, and Science, Health and Forensics. The Newcomers and students in Special education will be integrated into the pathways. Design thinking and technology will be integrated into the pathways as well. Advanced placement classes will

be offered. All 9th grade students will take computer science.

D. According to the QSDP, the high school campus will incorporate the following:

- **General: Net Zero Energy**
All new buildings will be built as energy efficient buildings with sustainability a key theme. Green roofs, gray water usage, and other environmentally friendly aspects will be included in the design of the building as appropriate.
- **9th Grade Small Learning Community (200 students)**
A wing with a central hub that breaks out into classrooms, complete with a computer lab, administrative offices, and conference rooms. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments.
- **Newcomer Program (200 students)**
A wing allowing for growth with a language lab, offices for a director and counselors. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments.
- **(4) Learning Pathways (200 student per Pathway):**
Each pathway to have a separate wing, and each a distinct character. Each wing to have space for administrative offices and counseling. All classrooms to be outfitted with LCD projectors, interactive white boards, white boards, built-in cabinetry, and be designed for flexibility to support open classroom / blended learning environments. Science laboratories will be built for each pathway.
 - *Digital Media and Technology*
Provide computer labs for career-technical classes
 - *Science, Health and Forensics*
Provide several science/forensic labs for career-technical classes
Provide space for student garden (ecology, sustainability, food economics)
 - *Engineering and Architectural Design*
Provide computer labs, a robotics lab, and a building design classroom
 - *Global Studies and Public Service*
Provide computer lab and language lab

- **School Administration Offices**
Provide main office for public visitors, reception desk, offices for principal and assistant principals, conference room, and several offices for counselors, and administrators for extended day program.
- **New Cafeteria**
Serve up to 600 students with 5-6 lunch lines and outside stands
- **New Auditorium**
Includes state-of-the-art lighting, sound, and projection systems
- **Parent & College Resource Center**
One large space for shared resources, along with a classroom, meeting space, and offices for college resource counselors
- **Gymnasium** (potentially include indoor track)
- **Athletic Stadium**
Combined field for football / baseball, bleachers, sports lighting, scoreboard.
Provide access to public swimming pool across the street.
- **Athletic Locker Rooms**
- **Community Health Center**
Located so that the community will have access. Facility to include offices for behavioral health staff and interns, as well as multipurpose room for community meetings & health workshops
- **Child Care Center**
A child care center for parents, students, teachers, and community members to be built adjacent to the community health center
- **Electronic Marquee**
Located at the corner of Foothill and High Street.
- **Campus Quad**
A central outdoor area for all students and staff, includes green space
- **Library**
Refurbish existing historic structure and updated to current codes, including earthquake retrofitting.

3. Our services to assist in these District objectives are as follows:

A. **Campus Programming**

To successfully complete the replacement of existing Fremont High School as a multi-phase project, it will be necessary to prepare a comprehensive Campus Plan prior to beginning the design of the Phase 1.

LCA+QKA propose the following scope of work for the Campus Plan phase:

1. **Preliminary Analysis:**

LCA+QKA will review existing documentation and site conditions to familiarize our team with the current conditions of the facility as well as previous planning work. We will review of the Geotechnical & Geohazards Reports, Phase 1 ESA, (Easements, Culverts, and Neighboring Creeks), Title Report, and available record drawings of the existing campus, utility and topographic survey documents, and HAZMAT reports (lead & asbestos). We will review the ZNE Master Plan completed in 2012, and review of the QSDP prepared by the High School. We will visit the site to understand the existing conditions, and organize a site visit to the campus with our entire Design Team of Consultants.

2. **Develop Phasing Options:**

Based on initial research, LCA+QKA will develop multiple options for how to phase the replacement work at Fremont High School, and review these options with OUSD staff. These options will include identifying existing buildings to remain in operation, buildings to be removed, new buildings to be constructed, interim housing, and all proposed renovations and major site work features, such as the football field, solar panel arrays, monument signs, trash enclosures, etc. Each option will include a **Conceptual Cost Estimate**. A comparison of conceptual cost for renovating or replacing the existing historic library will be provided to the District. The existing health clinic needs to remain operational throughout the phasing. It is understood that some programs may have to be relocated multiple times during the phasing of the work. After reviewing the options with OUSD staff, a final scheme will be identified (may be a combination of options) and agreed upon. We understand the design process is not a linear process, and anticipate the final scheme selected by the District will potentially change depending on the budget and/or programming changes.

3. **Develop Campus Program:**

Based on the selected phasing option, LCA+QKA will develop a Campus Plan for the Fremont High School campus. The Campus Plan will provide a clear description of the scope of work to be included in each phase and a plan diagram showing the expected configuration of the site at the conclusion of each phase of work. These plans will be diagrammatic with building foot prints shown only for the purposes of establishing area.

The Campus Plan will include (1) **Conceptual Cost Estimate** that addresses each Phase of work, with special attention given to the estimated cost for Phase I work—that it remains within the District's \$57.4 million budget.

4. **Review and Finalize Campus Program:**

LCA+QKA will work with OUSD staff to review the Campus Plan with the appropriate school and community stakeholders. Any comments or revisions to the Campus Plan from these meetings will be incorporated into the final document, which will serve as the basis for the Owner's Project Requirements Document (see next phase).

B. **Phase I – Schematic Design**

1. Develop Designs for Phase I based upon the approved Campus Plan and the District's direction for Phase I. Prepare a **Schematic Design Study**, including, but not limited to: interviews, data collection, analysis, report preparation, planning, programming, concepts, Model Management and Coordination CHPS/HPI scorecard with design credit documentation updates and schematic design preparation and estimating.
2. Identify 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.
3. Prepare scaled floor plan 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 typical layouts of major equipment or operational layout.
4. Prepare preliminary building exterior elevations and sections.
5. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
6. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
7. Identify code requirements, include occupancy classification(s) and type of construction. This information shall be incorporated into the program document.
8. Prepare CHPS/HPI scorecard and credit documentation to reflect Schematic Design. This information shall be incorporated into Owner's Project Requirements (see below).
9. Coordinate with consultants, conform the work to the current OUSD Design Standards, and coordinate with OUSD staff.

10. Conduct DSA Preliminary Design Meeting.
11. Coordinate with District for the current OUSD Standards:
 - OUSD Design Standards
 - OUSD IT / Security Standards
 - OUSD Fire Alarm Standards
 - OUSD Maintenance & Operations
 - OUSD BIM Standards & District Review
 - OUSD Net Zero Standards & Preferred Strategies
 - FF&E standards / Preferred Vendors

-
12. Develop Owner's Project Requirements (OPR) Document to establish and document the project goals, measurable performance criteria, and requirements for system function, performance, and maintainability. This document can be used as the basis of commissioning work should that be requested by the District. This document will serve as the Basis of Design for the project as it moves forward, and it will address the following categories:

GENERAL

- 1) Project Design Goals (Executive Summary)
- 2) Project Budget
- 3) Project Schedule
- 4) CHPS / HPI Scorecard
- 5) Campus Program

SITE

- 6) Site Program
- 7) Transportation & Parking
- 8) Security & Access
- 9) Fire Department Access
- 10) Fire Protection Systems
- 11) Trash & Recycling
- 12) Site Circulation
- 13) Site Maintenance
- 14) Water Management
- 15) Earthwork
- 16) Utilities
- 17) Landscape
- 18) Irrigation

BUILDINGS

- 19) Building Programs
- 20) Occupancy and Scheduled Use
- 21) Structural Systems & Safety
- 22) Fire Protection & Life Safety
- 23) Accessibility

- 24) Energy Efficiency Goals
- 25) Environmental Sustainability Goals
- 26) Building Envelope
- 27) Light (Natural & Artificial)
- 28) Indoor Environmental Quality
- 29) Acoustics
- 30) Furnishings & Equipment
- 31) Durability / Maintenance Requirements
- 32) Mechanical Systems
- 33) Plumbing Systems
- 34) Fire Protection Systems
- 35) Electrical Systems
- 36) Communication Systems
- 37) Electronic Safety & Security
- 38) Fire Alarm Systems

-
- 13. Provide District with **50% Schematic Design Set**; address review comments.
 - 14. Provide District with **100% Schematic Design Set**; address review comments.
 - 15. All printing, including sets both for District and Design Team coordination, will be billed against the Reimbursable Budget included in the fee.

C. **Phase I – Design Development**

- 1. **Develop BIM Model of Site and Buildings**
BIM modeling to commence at start of Design Development.

General: The Architect and the Design Team of Consultants shall produce a Building Information Model (BIM). The Building Information Model shall be created in accordance with Autodesk® BIM 360™ Building Information Modeling software and file format.

Model Requirements: The Architect and the Design Team of Consultants shall make the Building Information Model in accordance to the current version of the "National BIM Standard – United States" ("NBIMS") of the National Institute of Building Sciences. The Architect shall develop each BIM Element to the **Level of Development (LOD)** in accordance with generally accepted industry practice by the end of each Project phase.

Modeling of Existing Conditions to be at LOD-100 Standard:

Model Elements are generic graphic representations of walls, floors, ceilings, roofs, openings, and major elements), and exclude field-verified modeling of existing structural systems, mechanical systems, plumbing systems, fire protection systems, etc.

Modeling of Modernization Areas to be developed to LOD-200 Standard:

For specific areas within existing parts of the campus to be modernized, model elements will be generic graphic representations of systems, objects, or assemblies with approximate quantity, size, shape, location, and orientation.

Modeling of New Construction to be developed to LOD-300 Standard:

Model Elements are graphically represented within the Model with specific systems, objects or assemblies in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to Model Elements. Objects do not show interfaces with other building systems (LOD 350), detailing, fabrication, assembly, installation information (LOD 400), and/or field verified representations (LOD 500).

BIM Model prepared by Architect & Design Team of Consultants will not include cost information or detailed system descriptions. These attributes can be determined and assigned by the Design-Assist General Contractor.

Model Management and Coordination: The Architect shall manage the Model and coordinate efforts with Consultants to detect and resolve all Clashes. The Architect must require all applicable Consultants engage in Clash detection. In management of the Model, the Architect is responsible for facilitating and establishing the following: the Model coordinate system and units; file storage locations; processes for transferring and accessing Model files; Clash detection procedures; and Model access rights. Furthermore, the Architect is responsible for the following: maintaining record copies of each file received for the Building Information Model; aggregating Building Information Model files; performing Clash detection in accordance with established procedures; maintain Building Information Model Archive and backups; manage Building Information Model access rights; and any additional responsibilities set forth in NBIMS. In the event a Clash is detected, the Architect shall timely resolve the Clash in the Building Information Model, and the Architect shall timely make corresponding corrections to any plan, specification, drawing, model, analysis, estimate, file, document, or item produced under the Services of this Agreement.

Building Information Model Archive: At the end of each Project phase, the Architect is responsible for and shall produce a Building Information Model Archive that cannot be altered for any reason. Each Building Information Model Archive shall consist of two sets of files. The first set shall be a collection of all files the Architect received for the Building Information Model during that Project phase, in both the file format received and all converted file formats. The second set shall consist of the Building Information Model as developed at the end of that Project phase. In the event this Agreement is terminated, the Architect shall create a Building Information Model Archive for the current Project phase up to the date of termination.

2. Prepare scaled, dimensioned floor plans for Phase I with final room locations including all openings.

3. Prepare building sections showing dimensional relationships, materials and component relationships.
4. Prepare **FF&E plans** for all furniture and fixed equipment to be installed in contract. Assist District with selection of furniture and coordinate with vendors. Provide **FF&E Cost Estimate**.
5. Prepare Site plan completely drawn with beginning notes and dimensions including grading and paving.
6. Prepare preliminary development of details and large scale blow-ups.
7. Prepare legend showing all symbols used on drawings.
8. Prepare floor plans identifying all fixed and major movable equipment and furniture.
9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing: Light fixtures. Ceiling registers or diffusers. Access Panels.
10. Perform further refinement of **Owner's Project Requirements (OPR)** Document for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment. Update CHPS/HPI scorecard and credit documentation to reflect Design Development.
11. Additional meetings with DSA as needed.
12. Coordinate with **City of Oakland** for off-site work, public right-of ways, and utility easements running through the site (e.g. Courtland Creek Culvert).
13. Coordinate with **Health Department** for cafeteria commercial kitchen.
14. Assist District with coordination with **PG&E, Savings by Design, CDE, OPSC, and Grant Funding sources** (potentially HPI funds and AB-300 seismic retrofit) by providing the necessary documentation.
15. Provide District with **50% Design Development Set**; address review comments.
16. Provide District with **100% Design Development Set**; address review comments.
17. Provide District with **100% Design Development Cost Estimate**.
18. Provide District with **100% Design Development BIM Archive**.
19. Renderings will be provided at this phase.
20. Daylighting and energy modeling to be developed.

21. All printing, including sets both for District and Design Team coordination, will be billed against the Reimbursable Budget included in the fee.

D. **Phase I – Construction Documents**

1. **Develop BIM Model of Site and Buildings**
2. Prepare plans and specifications for the programmatic components of the design. This work will result in having documents suitable for DSA processing, and in preparation for subsequent approvals and bidding.
3. Prepare site plan developed to show building location, and major site elements, elevations (exterior and interior), sections and floor plans corrected to reflect any design development review comments, Architectural details, finish, door, and hardware schedules, fixed equipment details and identification, and reflected ceiling plans coordinated with floor plans.
4. Furnishing of classroom tech equipment to be per District standards.
5. Finalize **FF&E plans and specifications** for all furniture and fixed equipment to be installed in contract. Assist District with selection of furniture and coordinate with vendors. Provide updated **FF&E Cost Estimate**.

Moveable Furniture will not be shown on the DSA Submittal.
6. Coordinate consultant team.
7. **Stormwater Pollution Prevention Plan (SWPP)** to be developed and finalized.
8. Finalize **Owner's Project Requirements (OPR)** Document for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment. Update CHPS/HPI scorecard and provide CHPS Verified Documentation to reflect Construction Documents.
9. Provide District with **50% Construction Drawing Set**; address review comments.
10. Provide District with **50 % CD Cost Estimate**.
11. Provide District with **90% Construction Drawing Set**; address review comments.
12. Provide District with **DSA Submittal Cost Estimate** after submissions of documents to DSA for processing.
13. Provide District with **90% CD (DSA Submittal) BIM Archive**.

14. All printing, including sets both for District and Design Team coordination, will be billed against the Reimbursable Budget included in the fee.

15. BIM Modeling is concluded at the end of the Construction Document phase.

E. Phase I – Agency Approvals

1. Coordination of consultant team, District Project Manager, and agency representatives, preparation of submittal packages, and response to backcheck, incorporating all regulatory agencies' comments into the drawings, specifications, and estimate.
2. Payment of required submittal fees are not included.
3. Cost for the required scanning of DSA approved documents not included in the fees, but separately as reimbursable.
4. All printing, including sets both for District and Design Team coordination, will be billed against the Reimbursable Budget included in the fee.

F. Phase I – Bidding

1. Assist District with bidding 1) the Project Contract (Buildings and Site), and 2) the FF&E Contract.
2. Prepare Conformed Set of Construction Documents that incorporate all Addenda.
3. The construction project delivery method will be a Lease-Lease-Back, with the Design Team assisting the District during negotiations.
- 4.
5. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
6. Attend bid walk(s) as scheduled.
7. 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.
8. 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.
9. Attend bid opening.

10. Coordinate with subconsultants.
11. Respond to District questions and clarifications.
12. Printing of construction documents (plans and specifications) for bidding purposes is not included in the fee. It is assumed that OUSD will manage the printing and distribution process to interested contractors.

G. Phase I – Construction Administration

1. **Construction Administration for both 1) the Project Contract (Buildings and Site), and 2) the FF&E Contract.**
2. Fee assumes up to **30 months of construction**. If construction extends beyond 30 months of construction, then construction administration will be provided on an hourly basis of compensation.
3. Review submittals and shop drawings as required by the specifications.
4. Respond to requests for information (RFI's).
5. Conduct weekly construction meetings.
6. Issue construction meeting agendas, notes, and keep current set of logs.
7. District's Construction Management team to respond to Change Orders; Design Team to provide limited review related to design intent.
8. Final Punch List & Site Observation
9. **Conformed Documents & Record Drawings**
General Contractor to maintain up-to-date 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 in CAD format 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 Contractor's responsibility to prepare the record drawings per the recommendations of the Design Team and requirements of the District.

H. Phase I – Closeout

1. Preparation of closeout documentation. Prior work performed to Campuses and buildings is assumed to be closed out through DSA. Close out of prior work/projects by others is not included in this scope of work

I. Services Not Included

1. The following services are not included in the Proposal. 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. We require that any consultants hired by you be "software compatible" with LCA Architects Inc. or we will add fees for delay and interface. Additional consultants retained by us at your request will be billed as additional services.
 - a. Topographical Maps and/or Boundary Surveys
 - b. Geotechnical Engineering
 - c. Destructive Testing
 - d. Hazardous Material Abatement
 - e. Resolution of Unforeseen Conditions
 - f. Traffic Studies
 - g. 3rd Party Commissioning
 - h. Conformed-to-Construction CAD Construction Drawings
 - i. Construction Management Software, subscription and management
 - j. Any other consultant, engineer, or discipline not specifically identified in this proposal.
4. Our fees for this scope of work are attached as **Exhibit C: Compensation of Design Professionals.**

NOTES PERTAINING TO FEES

- A. **All billings to be issued from the LCA Oakland Office.**
- B. These fees will be billed monthly in keeping with our progress of work. They are due and payable in **30 days**.
- C. This proposal is based on the project commencing immediately and construction being completed by **Spring 2020**
- D. This fee proposal is good for **30 days**.
- E. **Reimbursable Budget:** Copies, prints, CADD plots, preparing and compiling PDF sets, scanning, colored printing, mounting, and other direct expenses will be billed against the **Reimbursable Budget** included in the Fee.

No travel mileage will be billed to the project.

All monies not spent remain with the District. If, through the course of the project, expenses exceed the initial budget, Architect will notify District in writing and ask for additional funds.

- F. **Extra Services:** Copies, prints, CADD plots, preparing and compiling PDF sets, scanning, colored printing, mounting, and other direct expenses will be billed on a reimbursable basis: at **cost plus 15%**.

5. Our Team:

- A. Architect of Record: **LCA Architects, LBE**
- B. Consulting Architect: **Quattocchi Kwok Architects (QKA)**
- C. Civil Engineer: **Calichi Design, SLBE**
- D. Structural Engineer: **KPW, SLBE**
- E. Mechanical Engineer: **Guttman & Blaevoet**
- F. Electrical Engineer: **EDesignC, LBE**
- G. Landscape Architect: **Keller Mitchell, SLBR**
- H. Cost Estimator: **Laura Luster & Associates, SLBE**
- I. Acoustical Engineer: **Shor Acoustical Engineers, SLBR**

6. Design Team Schedule:

See attached **Design Team Project Schedule, dated 11/5/2015**

In terms of the overall project schedule, we assume the District will initiating the bidding phase while the contract documents are being reviewed by DSA, and that any changes through the DSA review and approval process will be incorporated into a bidding Addendum prior to opening of bids.

We conceptually anticipate the following:

- DSA Review & Approval Process is estimated at 6 months *
- District Bidding – 1 month
- Contract Negotiations & Award – 1 month
- NTP for Construction to be issued **Fall 2017**
- Construction to be completed by no later than **Spring 2020**

** Time duration is an estimate and will be determined by DSA.*

7. 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. In the event of cancellation of architectural services, the Owner shall be billed only for that portion of work completed.
- C. 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.
- D. Arbitration: All questions in dispute under this agreement may be submitted to arbitration in accordance with the Provisions of the American Arbitration Association.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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 and BRENT RANDALL the Project Manager.
- J. 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.

- K. 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.
- L. 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.
- M. 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.

Saya Nhim
November 19, 2015
New Fremont High School - Phase I
Page 17 of 17

Thank you for the opportunity to be of service on your project.

Please sign and return a copy of this proposal to initiate the Agreement.

Best regards,



Carl E. Campos
Chief Executive Officer
LCA Architects Inc.

CEC:ed:prop47

Attachments:

- Exhibit C - Compensation of Design Professionals, dated 11/5/2015
- Fremont High School Fee Worksheet, dated 11/5/2015 (illustrates local business percentages)
- ~~Fremont High School - Design Team Project Schedule, dated 11/5/2015~~
- Memorandum of Understanding between LCA and QKA
- ~~LCA Architects, Inc. - Hourly Fee Schedule~~
- ~~Quattrocchi Kunko Architects - Hourly Rate Schedule~~

AGREED AND ACCEPTED

Authorized Signature

Date

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

EXHIBIT C: COMPENSATION OF DESIGN PROFESSIONALS

Thursday, November 05, 2015

ESTIMATED CONSTRUCTION BUDGET AS REVISED BY DISTRICT ON 4/28/15	\$57,400,000.00
--	-----------------

DESIGN TEAM FEE AS PERCENTAGE OF CONSTRUCTION BUDGET INCLUDING CAMPUS PROGRAMMING OVERSIGHT PROJECT ALLOCATIONS (DPAL & FEE MANAGEMENT)	9.00%
--	-------

DESIGN TEAM FEE BASED ON PERCENTAGE OF CONSTRUCTION BUDGET	\$5,166,000.00
---	----------------

	LCA-QSA Division of Labor Percentage	Percentage of Total Design Team Fee	Percentage of Construction	AMOUNT
Final Design Professional Fee	63.00%	58.53%	3.5153%	\$3,017,798.37
Consulting Design Professional Fee	31.00%	18.34%	1.6543%	\$1,419,512.33
Remainder of Consultant Fee		42.36%	3.8304%	\$3,198,649.60
TOTAL	100.00%	100.00%	9.0000%	\$5,166,000.00

REIMBURSIBLE BUDGET *	\$150,000.00
-----------------------	--------------

* For all project related direct expenses, primarily for printing and shipping of deliverables. All project and local personal and travel expenses, through the course of the project, expenses exceed the total budget. Architects will notify District in writing and ask for additional funds.

OUSD MASTER AGREEMENT FEE	\$5,316,000.00
---------------------------	----------------

PHASE	OUSD TOTAL FEE PERCENTAGE per Phase	Percentage of Construction	AMOUNT
Campus Master Plan	5.0%	0.4500%	\$258,300.00
Schematic Design	10.0%	0.9000%	\$516,000.00
Design Development	15.0%	1.3500%	\$774,900.00
Construction Drawings	30.0%	2.7000%	\$1,548,600.00
Building	5.0%	0.4500%	\$258,300.00
Construction Administration	15.0%	1.3500%	\$774,900.00
Close Out	10.0%	0.9000%	\$516,000.00
TOTAL	100.0%	9.0000%	\$5,316,000.00
REIMBURSIBLE BUDGET			\$150,000.00
TOTAL *			\$5,466,000.00

* Cost for FTE Management, is \$60,000, and is included in the total fee.

PHASE DESIGN PROFESSIONAL	LCA ARCHITECTS INC.	\$2,017,798.37
---------------------------	---------------------	----------------

PHASE	OUSD TOTAL FEE PERCENTAGE per Phase	LCA-QSA Division of Labor Percentage	Percentage of Total Design Team Fee	Percentage of Construction	AMOUNT
Campus Master Plan	5.0%	25.0%	0.375%	0.0640%	\$137,275.48
Schematic Design	10.0%	25.0%	1.41%	0.2520%	\$258,300.00
Design Development	15.0%	25.0%	2.11%	0.3780%	\$374,925.00
Construction Drawings	30.0%	25.0%	4.22%	0.7560%	\$774,900.00
Building	5.0%	25.0%	0.375%	0.0640%	\$137,275.48
Construction Administration	15.0%	25.0%	1.41%	0.2520%	\$258,300.00
Close Out	10.0%	25.0%	1.41%	0.2520%	\$258,300.00
TOTAL	100.0%	100.0%	20.88%	3.5153%	\$2,017,798.37

CONSTRUCTION DESIGN PROFESSIONAL	Quattrocchi Kwok Architects	\$949,552.13
----------------------------------	-----------------------------	--------------

PHASE	OUSD TOTAL FEE PERCENTAGE per Phase	LCA-QSA Division of Labor Percentage	Percentage of Total Design Team Fee	Percentage of Construction	AMOUNT
Campus Master Plan	5.0%	75.0%	3.15%	0.1810%	\$137,275.48
Schematic Design	10.0%	75.0%	4.31%	0.3870%	\$258,300.00
Design Development	15.0%	75.0%	6.46%	0.5800%	\$374,925.00
Construction Drawings	30.0%	75.0%	12.69%	1.1460%	\$774,900.00
Building	5.0%	75.0%	0.86%	0.0650%	\$137,275.48
Construction Administration	15.0%	75.0%	3.15%	0.2760%	\$258,300.00
Close Out	10.0%	75.0%	3.15%	0.2760%	\$258,300.00
TOTAL	100.0%	100.0%	29.88%	1.6143%	\$949,552.13

REMAINDER OF CONSULTANTS	\$2,198,649.60
--------------------------	----------------

Discipline	Company	Percentage of Total Design Team Fee	Percentage of Construction	AMOUNT
DD2 - Civil Engineer	Caltech Design	5.68%	0.51%	\$273,525.00
DD2 - Structural Engineer	CDM	8.80%	0.81%	\$406,330.00
DD2 - Mechanical Engineer	Quattrocchi & Associates	9.00%		\$449,949.60
DD2 - Electrical Engineer	CDM	8.51%	0.78%	\$402,722.00
DD2 - Landscape Architect	Brilliant Architects	4.87%	0.45%	\$235,834.00
DD2 - Civil Engineer	Stevens & Associates	3.41%	0.31%	\$161,115.00
DD2 - Architectural	Shirley Architects	1.50%	0.14%	\$71,172.00
DD2 - Planning	EPD	0.00%		\$0.00
TOTAL		42.36%	3.8304%	\$2,198,649.60
PHASE	OUSD TOTAL FEE PERCENTAGE per Phase	Percentage of Total Design Team Fee	Percentage of Construction	AMOUNT
Campus Master Plan	5.0%	2.11%	0.1815%	\$108,832.00
Schematic Design	10.0%	4.26%	0.3630%	\$219,864.96
Design Development	15.0%	6.39%	0.5445%	\$329,797.44
Construction Drawings	30.0%	12.77%	1.0890%	\$659,594.88
Building	5.0%	2.11%	0.1815%	\$108,832.00
Construction Administration	15.0%	6.39%	0.5445%	\$329,797.44
Close Out	10.0%	4.26%	0.3630%	\$219,864.96
TOTAL	100.0%	42.36%	3.8304%	\$2,198,649.60

1 LOCAL 73%
\$600,000 100%

Fremont High School Fee Worksheet
9.00%

Thursday, November 05, 2015

CONSTRUCTION CONTRACT AMOUNT
\$57,400,000.00
TOTAL DESIGN TEAM FEE
\$5,166,000.00

Discipline	Company	LBE	\$LBE	\$LDR	Non Local	% Fee	
Architect	LCA Architects	\$2,017,798.27				39.06%	68.0%
Architect	Quattrocchi Kwok Architects				\$949,552.13	18.38%	32.0%
D02 - Civil Engineer	Calichl Design		\$293,525.08			5.68%	
D03 - Structural Engineer	KPW		\$506,330.76			9.80%	
D04 - Mechanical Engineer (HVAC / Plumbing / Fire Sprinklers / T24)	Guttman & Blaevoet				\$464,943.72	9.00%	
D05 - Electrical Engineer (Site / Power / Lighting / Security / Vire / T24)	EDesignC	\$440,727.91				8.53%	
D06 - Landscape Architect	Keller Mitchell			\$256,834.44		4.97%	
D18 - Cost Estimator	Laura Lusier & Associates		\$176,115.05			3.41%	
D14 - Acoustical	Shor Acoustical Engineers		\$60,172.64			1.16%	
3D Printing	Fathom		50.00			0.00%	
TOTAL	\$5,166,000.00	\$2,458,526.18	\$1,036,143.53	\$256,834.44	\$1,414,495.85	100.00%	
		48%	20%	5%	27%		

Local Business
72.6%
\$3,751,504.15
Small Local Business / Resident
25.0%
\$1,292,977.97

*All Design Team Fee Numbers are estimated based on percentages; actual fees will depend on Contract and Fee Proposals

MEMORANDUM OF UNDERSTANDING

Between

LCA Architects, Inc. and Quattrocchi Kwok Architects, Inc.

Regarding Architectural Services for the Fremont High School Zero Net Energy Campus

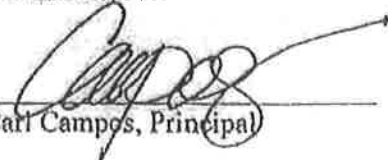
November 10, 2014

It is understood and agreed between LCA Architects, Inc. ("LCA") and Quattrocchi Kwok Architects, Inc. ("QKA") that LCA and QKA shall provide architectural services to the Oakland Unified School District ("OUSD") for the design of the Fremont High School Zero Net Energy Campus, located at 4610 Foothill Boulevard, in Oakland, California ("Project"), as described in OUSD's Request for Proposals Architectural Design Services dated July 17, 2014. It is the intent of LCA and QKA to execute a contract between LCA and QKA whereby LCA shall serve as the Prime Design Professional ("PDP") and QKA shall serve as the Collaborating Design Professional ("CDP") for the Project. The principal terms and conditions of the contract between LCA and QKA are set forth in a draft LCA/QKA contract, attached hereto as Exhibit 1. As of the date of this Memorandum of Understanding, the LCA/QKA contract, incorporates by reference the agreement, which has not yet been completed or executed, between LCA and OUSD ("Prime Agreement"). Accordingly, there are references to the Prime Agreement in the attached LCA/QKA contract which have been left blank and/or are incomplete, and which will be filled in and completed following execution of the Prime Agreement by LCA and OUSD. It is the further intent of LCA and QKA, following execution of the Prime Agreement, to execute a completed LCA/QKA contract whereby LCA shall serve as the Prime Design Professional and QKA shall serve as the Collaborating Professional for the Fremont High School Zero Net Energy Campus.

ACCEPTED AND AGREED:

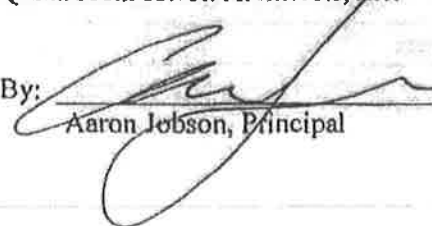
LCA Architects, Inc.

By:


Carl Campos, Principal

Quattrocchi Kwok Architects, Inc.

By:


Aaron Jobson, Principal

LCA ARCHITECTS, INC. CONTRACT
BETWEEN
PRIME DESIGN PROFESSIONAL (PDP)
LCA ARCHITECTS, INC.
AND
COLLABORATING DESIGN PROFESSIONAL (CDP)
QUATTROCCHI KWOK ARCHITECTS, INC.

Owner:	Oakland Unified School District
Project Name:	Modernization and/or New Construction of Fremont High School 4610 Foothill Blvd. Oakland, California 94601
LCA Job No.:	14019
CDP Name:	Quattrocchi Kwok Architects, Inc.
Discipline:	Architectural Consultation
QKA Job No.:	1437.00
CDP Tax I.D. #	68-0378509
QKA Address:	636 Fifth Street Santa Rosa, California 95404

EXHIBIT 1

to Memorandum of Understanding
Between LCA and QKA
Dated November 10, 2014

1. PROJECT

This is the Agreement between the Prime Design Professional (PDP), LCA Architects, Inc. (LCA), and the Collaborating Design Professional (CDP), Quattrocchi Kwok Architects, Inc. (QKA), for the following professional services for the project known as Modernization and/or New Construction of Fremont High School in Oakland, California, LCA Project No. 14019 ("LCA/QKA Agreement").

2. COLLABORATING DESIGN PROFESSIONAL SERVICES AND RESPONSIBILITIES

- A. The Prime Design Agreement between Oakland Unified School District (OUSD) and Architect dated December 16, 2015 is attached hereto as Exhibit A ("Prime Agreement"), and is incorporated by this reference. The CDP's services will be provided during the following phases: Campus Master Plan – Program Development Phase, Schematic Design Phase, Construction Cost Budget Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Administration Phase, and Close Out Phase.
- B. The CDP's professional services to the PDP shall consist of only those services ("Services") set forth in the Responsibility Matrix attached hereto as Exhibit B.
- C. The CDP's Services shall be performed in character, sequence and timing in the same manner and to the same extent as those of the PDP in the Prime Agreement. The CDP shall perform its services with the deadlines and schedules set forth in the Prime Agreement.
- D. The CDP shall designate a Principal-in-Charge of the Project and a Project representative to act on the CDP's behalf with respect the Project as follows:

Principal-in-Charge:	Aaron Jobson
Project Representative:	Camerino Hawing
- E. The CDP shall recommend to the PDP the obtaining of such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the CDP's Services.
- F. The CDP shall cooperate with the PDP for purposes of coordinating its services with those of the PDP for the proper coordination of the Project. The CDP and PDP shall provide their review comments in writing on marked-up reproducible, or digital, drawings. If the CDP or PDP observe or otherwise become aware of any conflict, omission or error with respect to any part of the Project or nonconformance with the Contract Documents, prompt written notice shall be given to each party to this Agreement.

- G. The PDP shall perform a limited review of the CDP's services for general compliance with the Owner's program. The CDP shall perform a limited review of drawings prepared by the PDP for general compliance with the Owner's program. If the PDP or CDP observe or otherwise become aware of any conflict, omission, or error with respect to the part of the Project designed by the other, or becomes aware of nonconformance with the Contract Documents, prompt written notice shall be given by the PDP or CDP, to the other concerning said conflict, omission, error or nonconformance with the Contract Documents. Notwithstanding the above, the CDP shall be solely responsible for the technical accuracy and adequacy of its work product and services and PDP shall be solely responsible for the technical accuracy and adequacy of its work product.
- H. The CDP agrees to provide its Services in compliance with the professional standard of care customarily exercised by a consulting architect in a similar locality under circumstances similar to a CDP's role under the LCA/QKA Agreement.
- I. The CDP is an independent contractor for its Services, responsible for the means and methods used in performing its Services under this Agreement, and is not an employee, agent, joint venturer or partner of the PDP or OUSD. Except as authorized by the PDP, all communications between OUSD, Contractor, or other consultants or subcontractors for the Project shall be forwarded through the PDP.
- J. The CDP shall, at its own expense, revise its work product or any other Services because of errors, omissions, and/or other failures by the CDP to comply with the CDP's requirements and responsibilities under the Prime Agreement.

3. COMPENSATION

- A. Basic Services compensation for the Services provided by the CDP shall be a percentage ("CDP %") of the net Architectural Fee (PDP Total Fee minus consultant expenses) based on a minimum Architectural Fee of nine percent (9%) of OUSD Fifty Seven Million, Four Hundred Thousand (\$57,400,000.00) construction cost budget for the Project. The CDP % fee breakdown by Phase is attached as Exhibit C. Should OUSD's construction cost budget change, then the CDP compensation for Basic Services will be adjusted accordingly.
- B. The CDP shall submit monthly progress invoices to the PDP setting forth the percentage of the CDP's Services complete and Reimbursable Expenses due by Phase. The CDP invoices will be included as an item of reimbursement in the PDP's monthly invoices submitted to OUSD. The PDP shall issue payment to the CDP within seven (7) business days of the PDP receipt of payment from OUSD. The CDP's invoices payable for each Phase shall not exceed the cumulative percentage of the PDP's Total Fee for Basic Services Compensation set forth in the Prime Agreement and listed below as follows:

Programming Development Phase	5%
Schematic Design Phase	10%
Design Development Phase	15%

Construction Documents Phase	30%
Bidding Phase	5%
Construction Administration Phase	25%
Close Out Phase	10%
TOTAL	100%

- C. In order to be included in the PDP's billing cycle to OUSD, the CDP shall submit its monthly progress invoice(s) for Basic Services and Additional Services (if any) to the PDP one week before the OUSD published billing invoice schedule requirements, attached as Exhibit D to the Prime Agreement.
- D. The CDP shall submit invoices for Basic Services, Additional Services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The CDP agrees to fully cooperate and aid the PDP in any collection efforts initiated by the PDP. This subparagraph shall not limit the CDP's mechanic's lien rights, if any, against the Project property or any improvements for amounts due.
- E. If any work designed by the CDP is found to be uncoordinated or requires clarification or does not meet code or is not approved by the regulatory agencies having jurisdiction over the Project, the CDP shall take immediate action to affect proper coordination or clarification or code compliance or agency approval as part of Basic Services.

4. ADDITIONAL SERVICES AND COMPENSATION

- A. Additional Services shall include only those Additional Services allowed under the Prime Agreement, and only when authorized in advance in writing by the PDP and OUSD.
- B. Additional Services compensation shall be paid as follows: on the CDP's monthly progress invoices within approximately thirty (30) days.
- C. The Additional Services rates and multipliers shall be as follows:

Architect – Principal	\$210/hr.
Architect – Associate	\$195/hr.
Project Architect/Designer	\$190/hr.
Job Captain	\$180/hr.
Construction Admin Project Manager	\$180/hr.
Specifications Writer	\$185/hr.
CADD/Drafting/BIM Modeler	\$165/hr.
Construction Admin Technician	\$155/hr.
Clerical	\$105/hr.

The above rates are effective January 1, 2016, and are in effect for the calendar year 2016. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.

5. REIMBURSABLE EXPENSES

- A. Certain expenses, when incurred as a necessary part of the Services are reimbursable. The allowance for reimbursable expenses is set forth Article 6.1 of the Prime Agreement.

6. OUSD'S RIGHT TO AUDIT

- A. OUSD retains the right to review and audit, and the reasonable right of access to CDP's premises to review and audit the CDP's compliance with the provisions of the Prime Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the CDP's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by OUSD in its sole discretion. OUSD shall keep this information confidential, as set forth in Article 28 of the Prime Agreement.

7. PROJECT DATA

- A. The CDP shall obtain all data and information necessary for the proper and complete execution and coordination and code compliance of CDP's Services. The PDP shall provide all information it receives from OUSD for the CDP's use to perform its Services.

8. REPRODUCTION AND INFORMATION

- A. The CDP shall furnish to the PDP and OUSD all progress reproductions and information required for the CDP's Services.
- B. The PDP shall furnish information and progress reproductions of its work required for the execution of the CDP's Services.
- C. Reproductions required by reviewing agencies shall be paid in accordance with the Prime Agreement, subject to the limitations established therein.

9. DELEGATION OF DUTIES AND NON-ASSIGNMENT OF AGREEMENT

- A. The CDP shall not delegate its duties under this Agreement without the written consent of the PDP and OUSD. This Agreement is intended to secure the special Services of the CDP so any assignment, transfer or delegation of duties without the PDP and OUSD's prior written consent shall be considered null and void. Likewise the PDP may not delegate, assign or transfer its duties or interest in this Agreement without the prior written consent of the CDP and OUSD, and any such assignment transfer or delegation without the CDP's and OUSD's consent shall be considered null and void.

10. INSURANCE

- A. The CDP shall maintain the insurance required by the PDP in the Prime Agreement, including providing Certificates of Insurance to OUSD as required in Exhibit E of the Prime Agreement.

11. SUBMITTALS

- A. The CDP agrees to adhere to the submittal review provision contained in the Prime Agreement, and further agrees to follow the PDP's submittal review procedures as set forth in the Contract Documents for the Project. The CDP agrees to review and coordinate the contents of its submittal stamp to be compatible with the submittal review of the PDP.

12. INDEMNITY

The CDP agrees to be bound by the Indemnity provisions set forth in Article 10 of the Prime Agreement in the same manner and to the same extent as the PDP is bound in the Prime Agreement

13. DISPUTES

The CDP shall comply with the Dispute Resolution provisions set forth in Article 11 and Article 21.2 of the Prime Agreement. The PDP and CDP agree to cooperate in any and every way possible on all details of the Project. If any third party claim is asserted against the PDP to this Agreement, the CDP will provide all reasonable assistance with the PDP in the claims and disputes resolution method arising out of or contained in the Prime Agreement.

14. TERMINATION

The CDP agrees to comply with the Termination of Contract provisions set forth in Article 9 of the Prime Agreement

15. LAW

This Agreement has been executed in the State of California and the validity, enforceability and interpretation of any of the provisions or terms in this Agreement shall be determined and governed by the laws of the State of California.

16. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of between LCA and QKA in connection with the Prime Agreement and the Project. This Agreement may not be altered or modified except by a writing duly executed by LCA and QKA.

17. AUTHORITY

Each of the signatories below warrant and represent that he has the full authority to execute this Agreement and bind his company, LCA and QKA, respectively, to the terms and conditions set forth herein.

LCA Architects, Inc. (LCA)

Prime Design Professional

By: _____

Carl E. Campos

Title: Chief Executive Officer

Quattrocchi Kwok Architects, Inc. (QKA)

Collaborating Design Professional

By: _____

Aaron Jobson

Title: Principal

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

1. Making revisions in drawings, specifications, models, or other documents when such revisions are:
 - 1.1. Required to comply with direction from the District that is reasonably determined to be materially different than approvals or instructions previously given by the District.
 - 1.2. Required to provide services in connection with Change Orders and directives not the fault of the Architect.
 - 1.3. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
2. Providing services 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.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s), or extension of construction duration.
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services 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.
6. 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.
7. Providing services as directed by the District that are not part of the Services of this Agreement, or services identified as Extra Services in this Agreement.
8. Providing services 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.

9. Providing training, adjusting, or balancing of systems and/or equipment.
10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

LCA Architects, Inc.	
Job Title	Hourly Rate
Principal	\$210
Principal Emeritus	\$170
Associate	\$190 to \$210
Project Manager	\$190
Project Architect	\$135 to \$180
Quality Control Manager	\$190
Specifications Writer	\$190
Job Captain	\$110 to \$125
Designer	\$90 to \$170
CAD Tech	\$90 to \$135
Project Coordinator	\$95 to \$130
Administration/Research/Presentations	\$90 to \$105
Clerical	\$105
Architectural Animation Preparation of computer generated views, renderings and simulations of architectural interiors and exteriors. Preparation of video "fly-by's," walkthroughs and other simulations.	\$165
Expert Witness Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time.	\$500
Perspective Sketches and Renderings, Visual Simulations	On a Per Drawing Basis
Mileage (outside of the Walnut Creek area) **as adjusted by IRS guidelines	\$.64/mile**
Reimbursable Expenses are charged at cost + 15% Copies, prints, CADD plots, photography, presentation mounting, postage, express mail, courier service (\$20.00 minimum charge per delivery), and travel outside the Walnut Creek area 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.	

Quattrocchi Kwok Architects, Inc.	
Job Title	Hourly Rate
Architect - Principal	\$210
Architect - Associate	\$195
Project Architect/Designer	\$190
Job Captain	\$180
Construction Admin/Project Manager	\$180
Specifications Writer	\$185
CADD/Drafting/BIM Modeler	\$165
Construction Admin Technician	\$155
Clerical	\$105

11. The mark-up to Architect on any approved item of Extra Services shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

1. 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 services 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.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence, as per Article 2 of the Agreement. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules or for events beyond the direct control of the Architect, 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, such extensions shall be authorized in writing by the District. Extension shall not, necessarily, justify or demand additional fees. Architect shall be responsible for appropriate resource and project management.

EXHIBIT "D"

PAYMENT SCHEDULE

1. Compensation

- 1.1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services 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 services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
- 1.2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
- 1.3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	5%
Schematic Design Phase	10%
Design Development Phase	15%
Construction Documents Phase	30%
Bidding Phase	5%
Construction Administration Phase	25%
Closeout Phase (Divided as Indicated below)	10%
Generate Punch List	3%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Closeout Documents	2%
Receiving DSA Certification, unless the delay in DSA Certification is due to the action/inaction of the District	1%

2. Method of Payment

Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

- 2.3. 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:

2.3.1. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of Services 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.

2.3.2. For Schematic Design Phase:

Monthly payments for the percentage of Services 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.

2.3.3. For Design Development Phase:

Monthly payments for the percentage of Services 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.

2.3.4. For Construction Documents Phase:

Monthly payments for percentage of Services 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.

2.3.5. For Bidding Phase:

Monthly payments for the percentage of Services 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.

2.3.6. For Construction Administration Phase:

Monthly payments based on Architect's invoices pursuant to the following:

1. Billed at an hourly rate for Services performed during that Phase, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.
2. The hourly rate(s) and terms of payment shall be as indicated herein including, without limitation, in **Exhibit "B."**
3. Regardless of the Services performed during any given month, the Architect can invoice for no more than the percentage of

construction completed, as reflected on the most current pay application on the Project, plus ten percent (10%), until the Project is seventy percent (70%) complete. (For example, if the construction of the Project is 65% complete at the end of July, the Architect can invoice for no more than 75% of the portion of its Fee for Construction Administration through July.) After the construction of the Project is 70% complete, the Architect can invoice for no more than the percentage of construction completed on the Project. (For example, if the construction of the Project is 85% complete at the end of September, the Architect can invoice for no more than 85% of the portion of its Fee for Construction Administration through September.)

2.3.7. For Closeout:

Individual payment(s) proportionate to the items completed within this Phase.

3. Format and Content of Invoices

- 3.1. Architect acknowledges that the District requires Architect's Invoices for Basic Services must include explanations of the Services performed. For Invoices for Extra Services that are agreed to be performed on a time and material basis, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for Invoices for Extra Services. The times indicated below are just placeholders, provided as examples only:

Review/Respond RFI's, Const Admin Mtgs, Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

EXHIBIT "E"

INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services 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 Services 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.

1. Minimum Scope and limits of Insurance:

Coverage shall be at least as broad as the following scopes and limits:

- 1.1. **Commercial General Liability.** Two million dollars (\$2,000,000) 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.
- 1.2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- 1.3. **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 two million dollars (\$2,000,000) 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.
- 1.4. **Employment Practices 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 two million dollars (\$2,000,000) 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.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of two million dollars (\$2,000,000) per claim limit and two million

dollars (\$2,000,000) aggregate limit, and subject to no more than fifty-five thousand dollars (\$50,000) per claim deductible, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter.

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

2. Deductibles and Self-Insured Retention:

The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$50,000. At the option of the District, either:

- 2.1. The District can accept the higher deductible;
- 2.2. The Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.

3. Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 3.1. The District, the Construction Manager, 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.
- 3.2. 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.
- 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 3.4. 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.
- 3.5. 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. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.

4. 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:

- 4.1. The District, at its discretion, can accept the lower rating;
- 4.2. Require the Architect to procure insurance from another insurer.

5. Verification of Coverage:

Architect shall furnish the District with:

- 5.1. Certificates of Insurance showing maintenance of the required insurance coverage;
- 5.2. 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 Services commence.

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between Oakland Unified School
District ("District" or "Owner") and _____
("Architect / Engineer") ("Contract" or "Project").

I _____,

Name

Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I _____,

Name

Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I _____,

Name

Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"):

Mailing address:

Addresses of branch office used for this Project:

If subsidiary, name and address of parent company:

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date:

CERTIFICATES
AGREEMENT FOR ARCHITECTURAL SERVICES

Proper Name of Architect / Engineer:

Signature:

Print Name:

Title:

**CERTIFICATES
AGREEMENT FOR ARCHITECTURAL SERVICES**

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

I am aware of and hereby certify that neither _____ [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 _____ day of _____ 2014 for the purposes of submission of this Agreement.

By: _____

Signature

Typed or Printed Name

Title

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between Oakland Unified School District ("District" or "Owner") and LCA Architects Inc.
("Architect / Engineer") ("Contract" or "Project").

I Carl Campos, LCA Architects Inc.
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I Carl Campos, LCA Architects Inc.
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I Carl Campos, LCA Architects Inc.
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): Not Applicable.

Mailing address: Not Applicable

Addresses of branch office used for this Project: Not Applicable

If subsidiary, name and address of parent company: Not Applicable

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: January 11, 2016 _____

Proper Name of Architect / Engineer: Carl Campos, LCA Architects Inc

Signature: _____
Print Name: Carl Campos
Title: CEO

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

I am aware of and hereby certify that neither Carl Campos, 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 11th day of January, 2016 for the purposes of submission of this Agreement.

By: _____

Signature

Carl Campos, LCA Architects Inc.

Typed or Printed Name

CEO

Title

CERTIFICATES

AGREEMENT FOR ARCHITECTURAL SERVICES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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 PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: jnelson@dealeyrenton.com														
INSURED LCA Architects, Inc. 590 Ygnacio Valley Road, Ste. 310 Walnut Creek, CA 94596	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Co.</td> <td>29424</td> </tr> <tr> <td>INSURER B: American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER C: Catlin Insurance Company, Inc.</td> <td>19518</td> </tr> <tr> <td>INSURER D: Sentinel Insurance Co. LTD</td> <td>11000</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co.	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:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Casualty Insurance Co.	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:		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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED 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"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WZP81030487	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <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		AED981851216	12/01/2015	12/01/2016	\$2,000,000 per Claim \$4,000,000 Annl Aggr.

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

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

Ref: Modernization and/or New Construction/Fremont High School Replacement Project/4610 Foothill Blvd, Oakland, CA 94601

Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees,
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Division of Facilities Planning & Mgmt 955 High Street Oakland, CA 94601-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Julie L. Nelson</i>
--	---

DESCRIPTIONS (Continued from Page 1)

officers, officials, employees, agents, and volunteers are additional insureds as respects to General Liability per policy form wording. Commercial General Liability Insurance is primary and non-contributory per policy form wording. Severability of Interest: It is agreed that except with respect to the limit of insurance, this coverage shall apply as if each additional insured were the only insured and separately to each insured against whom claim is made or suit is brought. A Waiver of Subrogation applies to Workers Compensation. Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than non-payment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non-payment of premium, 10 days written notice will be sent to the above.

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

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT: Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

(a) In the performance of your ongoing operations;

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

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

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

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

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

E.5. Separation of Insureds

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

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

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

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

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

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

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

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: LCA Architects, Inc.

Policy Number: 57UEGHS9127

Policy Effective Dates: 05/30/2015

Additional Insured:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT: Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE

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

c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance.

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

EXCERPTS FROM HA9916 (0302)

**HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

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

Insured: LCA Architects, Inc.
Policy Number: WZP81030487
Effective Date: 01/01/2016

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

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

Job Description

PERSON(S) OR ORGANIZATION(S), CONT: Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:



AGREEMENT FOR ARCHITECTURAL SERVICES ROUTING FORM

Project Information							
Project Name	Fremont High School Replacement			Site	302		
Basic Directions							
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.							
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider						
Contractor Information							
Contractor Name	Loving and Campos (LCA) Architects		Agency's Contact	Carl Campos			
OUSD Vendor ID #	I010791		Title	Architect of Record			
Street Address	1970 Broadway Street, Suite 800		City	Oakland	State	CA	Zip 94612
Telephone	510-272-1060		Policy Expires	5-30-2016			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	13159						
Term							
Date Work Will Begin	3.23.2016 1-27-2016		Date Work Will End By (not more than 5 years from start date)	12-31-2020			
Compensation							
Total Contract Amount	\$		Total Contract Not To Exceed	\$5,316,000.00			
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			
9350	Measure J	3029905810	6215	\$2,658,000.00			
9450	Measure J	3029905812	6215	\$2,658,000.00			
Approval and Routing (in order of approval steps)							
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.							
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082		
	Director, Facilities Planning and Management						
	Signature	Date Approved		11/5/16			
2.	General Counsel, Department of Facilities Planning and Management						
	Signature	Date Approved		2/4/16			
	Interim Deputy Chief, Facilities Planning and Management						
3.	Signature	Date Approved		3-4-16			
	Chief Operations Officer, Board of Education						
4.	Signature	Date Approved		3-16-16			
	President, Board of Education						
5.	Signature	Date Approved					