| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 25-1159 |
| Introduction Date | 05-28-2025 |
| Enactment Number | 25-0857 |
| Enactment Date | 5/28/2025 os |

# Memo

| | |
|---|---|
| **To** | Board of Education |
| **From** | Kyla Johnson-Trammell, Superintendent<br>Preston Thomas, Chief Systems & Services Officer<br>Kenya Chatman, Executive Director of Facilities |
| **Board Meeting Date** | May 28, 2025 |
| **Subject** | Amendment No. 1 to Master Agreement for Architectural Services – Loving Campos Associates Architects, Inc. dba LCA Architects, Inc. –McClymonds High School Turf Field Replacement Project – Division of Facilities Planning and Management |
| **Action Requested** | Approval by the Board of Education of Amendment No. 1, to the Master Agreement for Architectural Services by and between the District and **Loving Campos Associates Architects, Inc. dba LCA Architects, Inc.**, Oakland CA, for the latter to provide Design and Architectural Services for the **McClymonds High School Turf Field Replacement Project**, in an additional total amount of $281,860.00, increasing the Agreement's total not-to-exceed amount from $0.00 to $281,860.00, with work scheduled to commence on **May 29, 2025**, and scheduled to end on **May 29, 2026**. All other terms and condition of the Agreement remain in full force and effect. |
| **Discussion** | This Amendment is for engineering design services for the McClymonds High School Turf Field Replacement Project for one year period. |
| **LBP** (Local Business Participation Percentage) | 100.00% |
| **Recommendation** | Approval by the Board of Education of Amendment No. 1, to the Master Agreement for Architectural Services by and between the District and Loving Campos Associates Architects, Inc. dba LCA Architects, Inc., Oakland CA, for the latter to provide Design and Architectural Services for the McClymonds High School Turf Field Replacement Project, in an additional total amount of $281,860.00, increasing the Agreement's total not-to-exceed amount from $0.00 to $281,860.00, with work scheduled to commence on May 29, 2025, and scheduled to end on May 29, 2026. All other terms and condition of the Agreement remain in full force and effect. |
| **Fiscal Impact** | Fund 21 Building Fund, Measure Y |
| **Attachments** | • Amendment No 1, including Exhibits<br>• Routing Form<br>• File ID:25-0844 |

OAKLAND UNIFIED SCHOOL DISTRICT
*Community Schools, Thriving Students*

# AMENDMENT NO. 1

# MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment is entered into between the Oakland Unified School District and **Loving Campos Associates Architects, Inc. dba LCA Architects, Inc.** ("Contractor") to amend the **Master Architect Services Agreement** between the District and the Contractor dated **April 24, 2025** ("Agreement"), for the **McClymonds High School Turf Field Replacement Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

   **If scope of work changed:** Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

   The CONTRACTOR shall provide the following amended services: To provide design and architectural services, as outlined in the Proposal dated March 25, 2025, wwhich is attached hereto as Schedule A of Exhibit A of this Amendment.

2. **Terms** (duration): **X** The term of the contract is unchanged. ☐ The term of the contract has changed.

   **If term is changed:** The contract term is_____.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   **If the compensation is changed:** The not to exceed contract price is

   **X** Increased by: **Two Hundred Eighty-One Thousand Eight Hundred Sixty Dollars No/100 ($281,860.00), which includes a contingency fee of $25,000.00.**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not-to-exceed total contract price was **ZERO ($0.00) No/100,** and after this amendment, the not-to-exceed total contract price will be: **Two Hundred Eighty-One Thousand Eight Hundred Sixty Dollars AND No/100 ($281,860.00),**

4. **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) |
|---|---|---|---|
| | | | |

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.



Contract No. | P.O. No.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jennifer Brouhard, President,
Board of Education — 5/29/2025 Date

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education — 5/29/2025 Date

Preston Thomas, Chief Systems & Services Officer — 05/02/2025 Date

Preston Thomas (May 2, 2025 12:45 PDT)

**Approval as to form**:

James Traber
James Traber, Esq.
Facilities Counsel — 05/02/2025 Date

**CONTRACTOR: LOVING CAMPOS ASSOCIATES ARCHITECTS, INC.**

Carl Campos — 5/2/25
Contractor Signature — Date

Carl Campos, CEO
Print Name, Title

**EXHIBIT "A"**
**Scope of Work for Amendment**

**Contractor Name: Loving Campos Associates Architects, Inc. aba LCA Architects, Inc.**

1. Detailed Description of Services to be provided: To provide design and architectural services, as outlined in the Proposal dated March 25, 2025, which is attached to this Amendment as Exhibit A

2. Specific Outcomes:

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

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

**EXHIBIT A**
**TO**
**AMENDMENT NO. 1**

**PROJECT ASSIGNMENT**

This Project Assignment is executed between Oakland Unified School District ("District") and Loving Campos Associates Architects Inc. dba LCA Architects, Inc. ("Architect") pursuant to the Master Agreement for Architectural Services ("Agreement") between the Architect and the District dated April 24, 2025. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Description of Work To Be Performed By Design Consultant**

The Architect will provide design and architectural services, as outlined in the Proposal dated March 25, 2025, which is attached to this Project Assignment as Schedule A.

**2. Project Budget** (District's written statement of funds available to pay for all Project Costs)

Two Hundred Eighty-One Thousand Eight Hundred Sixty Dollars No/100 ($281,860.00), which includes a contingency fee of $25,000.00.

**3. Basic Services.** The Architect will provide the following Basic Services noted below for the above-described Project.

**Basic Services Phases**

- **X** Schematic Design
- ☐ Design Development
  - ☐ Preliminary Plans Value Engineering
  - ☐ Preliminary Plans Phase Constructability Review
- **X** Construction Documents
  - ☐ Construction Drawings Value Engineering
  - ☐ Construction Drawings Constructability Review
- **X** Bidding
- **X** Construction
- **X** Post-Construction

**Design Consultants Included in Basic Services**

- ☐ Structural
- **X** Civil
  - **X** On-Site
  - ☐ Off-Site
- ☐ Mechanical
- ☐ Plumbing
- ☐ Electrical
- ☐ Telecommunications/Data
- ☐ Landscaping
- ☐ Other: _____

**Basic Services Submittal Schedule:**

| | START DATE | FINISH DATE |
|---|---|---|
| **Schematic Design Phase** | April 14, 2025 | May 7, 2025 |
| **Initial Design Development Phase** | N/A | N/A |

| | | |
|---|---|---|
| **Final Design Development Phase** | N/A | N/A |
| **Preliminary Plans Value Engineering; Constructability Review** | Value Engineering: N/A<br>Constructability Review: N/A | Value Engineering: N/A<br>Constructability Review: N/A |
| **Initial Construction Documents Phase** | N/A | N/A |
| **Final Construction Documents Phase** | May 12, 2025 | May 27, 2025 |
| **Construction Drawings Value Engineering; Constructability Review** | Value Engineering: N/A<br>Constructability Review: N/A | Value Engineering: N/A<br>Constructability Review: N/A |
| **Bidding** | June 9, 2025 | June 30, 2025 |
| **Construction** | July 21, 2025 | August 29, 2025 |
| **Post-Construction** | September 1, 2025 | September 19, 2025 |
| | | |

4. **Architect Compensation:**

**A. Payment Method:**

☐ **Method A: Percentage of Computed Cost for New Construction and Additions**

Architect shall provide all the services identified as Basic Services as indicated above using the following fee schedule. To determine the Architect's Fee using this method, the computed cost of the project shall be multiplied by the applicable percentages below. The term "computed cost" is equal to the bid amount or Guaranteed Maximum Price plus any additive alternates not taken plus any change orders for additional scope of work.

a. Nine (9%) percent of the first five hundred thousand dollars ($500,000) of computed cost;
b. Eight and one-half (8 ½ %) percent of the next five hundred thousand dollars ($500,000) of computed cost;

c. Eight (8%) percent of the next One Million Dollars ($1,000,000) of computed cost;
d. Seven (7%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
e. Six (6%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
f. Five (5%) percent of the computed cost in excess of ($10,000,000).

**Factory Built Portables.** Four (4%) percent of the first Thirty-Five thousand Dollars $35,000) of the cost of factory built portables (Building cost only, all non-building costs and building costs beyond Thirty-Five Thousand Dollars shall be calculated per items a-f above).

**(Reuse of Plans)** Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:

a. 35% fee reduction for buildings only during Schematic Design Phase.
b. 35% fee reduction for buildings only during Design Development Phase.
c. 35% fee reduction for buildings only during Construction Document Phase.
d. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
e. All fees related to the site development work shall be full fee.
f. Design and engineering modifications due to program changes as required by the District, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.

Timeline of Payments under Method A

| | |
|---|---|
| Schematic Design (100% Completion): | 10% of Architect Fee |
| Design Development (100% Completion): | 15% of Architect Fee |
| Construction Documents (90% Completion): | 40% of Architect Fee, to be paid monthly based on actual level of completion. |
| DSA Approval of Construction Drawings: | 5% of estimated Architect Fee |
| Procurement Phase: | 5% of estimated Architect Fee as set forth on Attachment “A”, when procurement is completed |

| | |
|---|---|
| Construction Administration: | 25% of estimated Architect Fee, to be paid as follows:<br><br>Procurement complete: 5%<br>Construction 25% complete: 4%<br>Construction 50% complete: 4%<br>Construction 75% complete: 5%<br>Construction 100% complete: 5%<br>Submittal of final records: 2% |

☐ **Method B: Percentage of Computed Cost for Modernization, Renovation & Rehabilitation:**

a. Twelve (12%) percent of the first five hundred thousand dollars ($500,000) of computed cost;
b. Eleven and one-half (11 ½ %) percent of the next five hundred thousand dollars ($500,000) of computed cost;
c. Eleven (11%) percent of the next One Million Dollars ($1,000,000) of computed cost;
d. Ten (10%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
e. Nine (9%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
f. Eight (8%) percent of the computed cost in excess of ($10,000,000).

Billing shall proceed on the same timeline as payments for Method A.

**X** **Method C Stipulated Sum:** The Parties agree to a Stipulated Sum for all basic services and design consultants included in basic services. Billing shall proceed on the same timeline as payments for Method A.

☐ **Method D - Hourly Billing Rates:** Compensation for services rendered by principals and employees shall be based upon the rates as stated on the Design Consultant's Hourly Rate schedule which shall be attached hereto. The rates shall remain the same for the duration of each project. The total cost for the work shall not exceed [***insert not to exceed figure if desired***].

**B. Additional Provisions**

1. Architect shall receive one hundred and ten (110%) percent of all Reimbursable Expenses, expressly authorized in advance by the District in writing, except as specifically excluded, incurred by the Architect, the Architect's employees, and consultants in the interest of the Project.

2. If specialty consultants are required who are not included as part of Basic Services, then the District shall reimburse the Architect one hundred and ten (110%) percent of their actual cost.

3. If any portions of the Project are deleted or otherwise not constructed,

compensation for those portions of the Project shall be payable to the extent services are performed on those portions.

4. Architect shall receive reimbursement at cost for:

   a. Reproduction of drawings and specifications in excess of the copies provided by this Agreement.

   b. Architect shall receive reimbursement at cost for fees advanced for securing approval of authorities having jurisdiction over the Project.

**SCHEDULE A**
**PROPOSAL**

March 25, 2025

**Shivani Moore**
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: **Request for Proposals McClymonds High School Turf Replacement**

Dear Shivani,

LCA Architects, inclusive of consultants, propose a fee for services for scope as estimated on McClymonds Scope Document provided March 20, 2025 and additional documentation provided by District, of:

| | |
|---|---|
| Basic Services | $ 243,860.00 |

Consultant scope included in Basic Services is civil engineering, landscape architecture, and cost estimating (2 estimates).

| | |
|---|---|
| Additional Requested Services* | |
| ~~Geotechnical Investigation~~ | ~~$15,000(allowance)~~ |
| Limited Topo Survey | $13,000 |
| Project Contingency (10%) | $25,000 |

*Mileage (outside of the Oakland area)*
***as adjusted by IRS guidelines 0.53.5/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 Oakland area will be billed on a reimbursable basis at cost plus 15% Overtime - it overtime is required by staff to meet a customer's timing request, additional hourly fee charges may apply. California employment law will apply.*

* Additional Requested Services amounts are outside of industry traditional Basic Services. This fee is a preliminary estimate based solely on the limited information provided and subject to site investigation, DSA requirements and final determination of required scope of work. We reserve the right to adjust, as necessary, based on final determination of specific scope of work, changes to construction budget and required subconsultants.

Sincerely,

**Carl Campos, CEO**/Authorized Representative
LCA Architects, Inc
1970 Broadway Suite 800
Oakland, CA 94612
dyoumans@lca-architects.com
(510)272-1060/(925)963-3320

**Oakland Unified School District**
LSLCRBE Verification
Calculations & Analysis Worksheet (RFQ/P)

Site: McClymonds High School
Project Name: Turf Sports Field Replacement - Design Consultant Services
Project Number: 25009

| Prime | Sub/Prime | Proposed SLBE Status | LBP Credit Given | Proposed Contract % | Minimum LBU Requirement Met | LBU Preference Points | Notes | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LCA Architects | LCA Architects | LBE | LBE | 43.00% | YES | +2 Pts | Alameda County - SLBE | Confirmed | LBE Credit Given | | | |
| | Cupples Keller Designs | SLBE | SLBE | 31.00% | | | City of Oakland - SLBE | Confirmed | SLBE Credit Given | | | |
| | Calichi Design Group | SLBE | SLBE | 20.00% | | | City of Oakland - SLBE | Confirmed | SLBE Credit Given | | | |
| | Micro Estimating | LBE | LBE | 6.00% | | | Alameda County - SLBE | Confirmed | LBE Credit Given | | | |
| | | | | | | | | | | | | |
| | Total Proposed LBU Participation: | | | 100.00% | | 4 Pts | SLRBE % | 0.00% | SLBE % | 51% | LBE % | 49.00% |
| | | | | | | | This firm meets the minimum OUSD LBU requirements. | | | | | |
| DSK Architects | DSK Architects | SLBE | LBE | 51.00% | NO | | Alameda County - SLBE | Confirmed | LBE Credit Given | | | |
| | Langan | LBE | LBE | 3.00% | | | Port of Oakland - LIA | Confirmed | LBE Credit Given | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Total Proposed LBU Participation: | | | 54.00% | | 0 Pts | SLRBE % | 0.00% | SLBE % | 0.00% | LBE % | 51.00% |
| | | | | | | | This firm does not meet the minimum OUSD LBU requirements. | | | | | |
| Verde Design | K2A Architecture | SLBE | .BE | 34.60% | NO | | Alameda County - SLBE | Confirmed | LBE Credit Given | | | |
| | Sandis | LBE | .BE | 4.90% | | | Port of Oakland - LIA | Confirmed | LBE Credit Given | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Total Proposed LBU Participation: | | | 39.50% | | 0 Pts | SLRBE % | 0.00% | SLBE % | 0.00% | LBE % | 39.50% |
| | | | | | | | This firm does not meet the minimum OUSD LBU requirements. | | | | | |

**BU Justification**

- ☑ **Full LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.
- ☐ **LBU Modification** - Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with 50% cumulative local business participation utilization (inclusive of SLBE and/or LBE participation.)
- ☐ **Complete LBU Waiver** - The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

**Responsive:** Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

**.CA Architects**

**Non Responsive:** Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

**DSK Architects**
**Verde Design**

Approval - **LBU Compliance Officer**

Prepared by 360 Total Concept
LBU Calculations - McClymonds - Turf Sports Field Replacement - Design Consultant Services [03.2025]
Professional Services
(06b)

OAKLAND BUILT

Oakland Unified School District
Local Business Utilization

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

| | | | |
|---|---|---|---|
| **Prime** | Loving Campos Associates Architects Inc (LCA Architects Inc) | **Bid Opening Date** | 03/25/25 |
| **Project Name** | McClymonds High School Turf Replacement | **Time:** | 12:00 PM |
| **Project Number** | | **Project Manager:** | |
| **Proposed Total Contract Amount** | | **Architect:** | LCA Architects Inc |

**BASE BID AMOUNT** $243,860

**Proposed Total SLBE Amount (%)** 51 %

| Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s) | | Total Amount of Contract (list a $ amount) | Local Business Enterprise (LBE) | Small, Local Business Enterprise (SLBE) | Small, Local Resident Business Enterprise (SLRBE) |
|---|---|---|---|---|---|
| Company Name: LCA | Certifying Agency: Alameda Co | $104,650.00 | 43 | | |
| Address, City/State: 1970 Broadway #800 Oakland | Certification No. (if available): 23-00068 | | | | |
| Company Name: Cupples Keller | Certifying Agency: City of Oakland | $76,210.00 | | 31 | |
| Address, City/State: 1970 Broadway #800 Oakland | Certification No. (if available): 102471 | | | | |
| Company Name: CaliChi | Certifying Agency: City of Oakland | $48,000.00 | | 20 | |
| Address, City/State: 3240 Peralta St #3 Oakland | Certification No. (if available): 106058 | | | | |
| Company Name: MicroEstimating | Certifying Agency: Alameda Co | $15,000.00 | 6 | | |
| Address, City/State: 3055 Alvarado St San Leandro | Certification No. (if available): 17-00041 | | | | |
| Company Name: | Certifying Agency: | | | | |
| Address, City/State: | Certification No. (if available): | | | | |
| Company Name: | Certifying Agency: | | | | |
| Address, City/State: | Certification No. (if available): | | | | |
| TOTAL PARTICIPATION | | $ NaN | 49 % | 51 % | 0 % |

$243,860.00

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

Revised 08-2022

# ALAMEDA COUNTY
# AUDITOR-CONTROLLER AGENCY
# MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

August 8, 2024 Certification No. 23-00068

LCA Architects Inc.
1970 Broadway, Suite 800
Oakland, CA 94612

Delivered via email: dyoumans@lca-architects.com

Attention: Carl Campos

Congratulations on the successful completion of your recertification application for Alameda County's Small, Local, Emerging Business (SLEB) Program!

You have been recertified as a SMALL business for the period of August 1, 2024 through July 31, 2026 for the following NAICS code(s): 541310.

When permitted by law, the County's procurement policy is to solicit bids and proposals from certified SLEBs, and if none are available, then from local Alameda County firms. Other benefits of being a certified SLEB include:

1. LCA Architects Inc. will be added as a certified supplier to Alameda County's Local Vendor Database.
2. SLEBs competing for County contracts over $25,000 may be eligible to receive a 5% SLEB bid preference on qualified goods and services contracts and an additional 5% local preference (for a total 10% bid preference) when submitting sealed bids.
3. Non-SLEB certified firms are required to partner a minimum 20% with certified SLEBs for most goods and services contracts with the County.
4. As a certified SLEB, you may elect to receive e-mail information from the County about contracting opportunities and outreach/training events. You can register and select the type of messages you receive by visiting the County's main website at www.acgov.org and scroll down to the envelope icon at the bottom of the page for eSubscribe.

Alameda County reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the County of Alameda and U.S. Small Business Administration size standards and definitions.

You are required to report any changes in your business. If you are named as a SLEB prime or sub-contractor in an Alameda County contract, you must maintain your SLEB certification status as active during the term of the contract. Please be advised that becoming decertified may impact any current contracts that you are participating in and future contracts that you may want to bid on. County contract terms may also require that you utilize the County's online web-based contract compliance application, Elation Systems at www.elationsys.com. Failure to comply with the requirements stated in this letter could jeopardize your SLEB certification status and impact County contracting opportunities.

LCA Architects Inc. will be notified 90, 60 and 30 days prior to the expiration of this certification. Please contact us to update any changes in your email address.

If you have any questions, please contact the SLEB Certification office at (510) 891-5500 or by e-mail at ACSLEBcertification@acgov.org. Please refer to your certification number as it appears on this letter.

Thank you for your interest in the SLEB program and doing business with Alameda County!

Sincerely,

*Susan Wewetzer*
SLEB Certification Unit

**Office of the Auditor-Controller**
1221 Oak St., Suite 249
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 272-6502

**Central Collections Division**
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 208-9900
Fax: (510) 208-9932

**Clerk-Recorder's Office, Oakland**
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 272-6362
Fax: (510) 208-9858

**Clerk-Recorder's Office, Tri-Valley**
7600 Dublin Blvd.
Dublin, CA 94568
Tel: (510) 272-6362
Fax: (510) 208-9858

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

| Project Information | | | |
|---|---|---|---|
| **Project Name** | **McClymonds High School Turf Field Replacement Projects Various Sites** | **Site** | **303** |

**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 | **x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000<br>**x** 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 | 1970 Broadway, Suite 800 | City | Oakland | State | CA | Zip | 94612 | |
| Telephone | 925-944-2767 | Policy Expires | | | | | | |
| Contractor History | Previously been an OUSD contractor? ☒Yes ☐No | Worked as an OUSD employee? ☐ Yes ☒ No | | | | | | |
| OUSD Project # | 25009 | | | | | | | |

| Term of Original/Amended Contract | | | |
|---|---|---|---|
| Date Work Will Begin (i.e., effective date of contract) | 05-29-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | |
| | | New Date of Contract End (If Any) | 5-29-2026 |

| Compensation/Revised Compensation | | | |
|---|---|---|---|
| If New Contract, Total Contract Price (Lump Sum) | $ | If New Contract, Total Contract Price (Not To Exceed) | $ |
| Pay Rate Per Hour (If Hourly) | $ | If Amendment, Change in Price | $281,860.00 |
| Other Expenses | | Requisition Number | |

**Budget Information**

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

| Resource # | Funding Source | Org Key | Object Code | Amount |
|---|---|---|---|---|
| **9656/9000** | **Fund 21 Measure Y** | **210-9656-0-9000-8500-6215-303-9180-9906-9999-25009** | **6215** | **$281,860.00** |

**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 |
| | **Executive Director of Facilities** | | | | |
| | **Signature** Kanya Chatman (May 2, 2025 12:31 PDT) | | Date Approved | 05/02/2025 | |
| 2. | **General Counsel, Facilities** | | | | |
| | **Signature** James Traber | | Date Approved | 05/02/2025 | |
| 3. | **Chief Systems & Services Officer** | | | | |
| | **Signature** Preston Thomas (May 2, 2025 12:45 PDT) | | Date Approved | 05/02/2025 | |
| 4. | **Chief Financial Officer** | | | | |
| | **Signature** | | Date Approved | | |
| 5. | **President, Board of Education** | | | | |
| | **Signature** | | Date Approved | | |



**THIS FORM IS NOT A CONTRACT**

| Board Office Use: **Legislative File Info.** | |
|---|---|
| File ID Number | 25-0844 |
| Introduction Date | 04-23-2025 |
| Enactment Number | 25-0592 |
| Enactment Date | 4/23/2025 os |

# Memo

| | |
|---|---|
| **To** | Board of Education |
| **From** | Kyla Johnson-Trammell, Superintendent<br>Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management – Kenya Chatman, Executive Director of Facilities |
| **Board Meeting Date** | April 23, 2025 |
| **Subject** | Design Consultant Services Master Agreement For Various School Projects – Loving Campos Associates Architects Inc. dba LCA Architects, Inc. -Turf Field Replacement Projects Various Sites – Division of Facilities Planning and Management |
| **Action Requested** | Approval by the Board of Education of Design Consultant Services Master Agreement For Various School Projects, by and between the District and Loving Campos Associates Architects Inc. dba LCA Architects, Inc. Oakland, CA for the latter to provide design and architectural services for the District's Turf and Field Replacement Projects at various school sites, in the not-to-exceed amount of $0, with work scheduled to commence on April 24, 2025, and scheduled to end on April 1, 2028. Future projects under this Master Agreement will be executed through amendments for the Turf and Field Replacement at Various Sites Project. |
| **Discussion** | Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.) |
| **LBP** (Local Business Participation Percentage) | 50% |
| **Recommendation** | Approval by the Board of Education of Design Consultant Services Master Agreement For Various School Projects, by and between the District and Loving Campos Associates Architects Inc. dba LCA Architects, Inc. Oakland, CA for the latter to provide design and architectural services for the District's Turf and Field Replacement Projects at various school sites, in the not-to-exceed amount of $0, with work scheduled to commence on April 24, 2025, and scheduled to end on April 1, 2028. Future projects under this Master Agreement will be executed through amendments for the Turf and Field Replacement at Various Sites Project. |
| **Fiscal Impact** | Fund 21 – Building Fund Measure Y |
| **Attachments** | • Justification Form<br>• Agreement, including Exhibits<br>• Certificate of Insurance<br>• Routing Form |

**CONTRACT JUSTIFICATION FORM**
**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**Legislative File ID No.** **25-0844**

**Department: Division of Facilities Planning and Management**

**Vendor Name:** **Loving Campos Associates Architects Inc. dba LCA Architects, Inc.**

**Project Name:** **Turf Field Replacement Projects Various Sites** **Project No.:** **918**

**Contract Term:** Intended Start: 04-24-2025 Intended End: 04-01-2028

**Total Cost Over Contract Term:** $0.00

**Approved by:** **Preston Thomas**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?** ☒ Yes (No if Unchecked)

**How was this contractor or vendor selected?**

RFQ was issued on March 3, 2025, to select competitive and qualified design consultants and architectural firms for inclusion in a pool dedicated to the successful and timely execution of specialty turf field projects across various sites. This process ensures that only experienced professionals, capable of delivering high-quality design and construction solutions, are chosen to contribute to the development of these projects, meeting both the technical and logistical demands of each location.

**Summarize the services or supplies this contractor or vendor will be providing.**

The master agreement will encompass a range of tasks for turf field replacement projects. This includes the removal of existing turf, preparation of the base to support the new turf, and the installation of the new field. Additionally, the scope of services will ensure compliance with drainage requirements to maintain optimal field conditions and adhere to ADA accessibility standards, ensuring safe and inclusive access for all users.

**Was this contract competitively bid?** ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.).

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $109,300 or less (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.).

## DESIGN CONSULTANT SERVICES MASTER AGREEMENT FOR VARIOUS SCHOOL PROJECTS

This Design Consultant Services Agreement ("Agreement") is entered into this **April 24, 2025,** ("Effective Date") by and between **OAKLAND UNIFIED SCHOOL DISTRICT** ("District") and **LOVING CAMPOS ASSOCIATES ARCHITECTS INC. dba LCA ARCHITECTS, INC.** ("Design Consultant" or "Architect"). District and/or Design Consultant may be referred to individually herein as a "Party," or collectively as the "Parties."

### RECITALS

A. The District is a California school district duly organized and validly existing under the laws of the state of California.

B. The Design Consultant is a professional services firm duly organized under the laws of the state of California. The Design Consultant represents it has the background, knowledge, licensing, experience and skill necessary to provide the services set forth in this Agreement.

C. The District and Design Consultant desire to enter into an agreement for the Design Consultant to provide the District with professional services on selected projects (each hereinafter referred to as a "Project") as requested and authorized by specific authorization prepared and submitted by the Design Consultant for approval by the District, each hereinafter referred to as the "Project Authorization."

D. It is the intention of the Parties that the Design Consultant provide the District, pursuant to each executed Project Authorization, architectural and engineering services under the management and oversight of the District's staff for the Project.

E. As required by applicable law, personnel of the Design Consultant and its Subconsultants shall be duly licensed as architects and/or registered as engineers under the laws of the state of California and are otherwise qualified and capable of providing and performing the Basic Services and its other obligations under this Agreement in accordance with the terms hereof.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned Parties as follows:

### ARTICLE 1.
### GENERAL PROVISIONS

#### 1.1. SCOPE OF SERVICES

A. The District shall authorize the Design Consultant to proceed on each Project with a written Project Authorization which:

1. Provides a description of the type, size and scope of the Project;
2. States the Project Budget;
3. Specifies the Basic Services and/or Additional Services required of the Design Consultant;
4. Identifies the services and responsibilities of the District or others for the Project;
5. States method and/or amount of compensation to be paid to the Design Consultant for its services;
6. Identifies the key Personnel to be used for the project;
7. Identifies the specific Subconsultants to be used for the project;
8. States the Preliminary Project Schedule;
9. Indicates additional or special provisions related to the Project and/or modifications to this Agreement that may pertain to the Project.

B. A Project Authorization, when signed by the District and the Design Consultant, shall become an effective and integral part of this Agreement with each and all of the provisions of one such

document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the Project Authorization.

C. The District and Design Consultant have endeavored to delineate the scope of the Basic Services to be provided by Design Consultant in Article 2, below. Such descriptions are not intended to be comprehensive, it being understood that Design Consultant shall be required, without adjustment or addition to the fixed rates or maximum compensation agreed to herein, to provide any services, whether or not listed in Article 2 that are within the scope of its field of professional practice and that are reasonably inferable as being necessary, or that would be customarily furnished by other providers of professional services of the type and nature provided for in this Agreement, to accomplish the Basic Services set forth in Article 2. Should the District proceed to perform the Project in multiple phases, such Scope of Services, as further described herein, shall be applicable to all phases of the Project. To the extent there are any ambiguities and/or conflicting terms and provisions as between the Design Consultant's Proposal and this Agreement, this Agreement shall control and govern.

## 1.2. PERFORMANCE STANDARDS

All services performed under this Agreement shall be performed by the Design Consultant and its Subconsultants in a manner consistent with the standard of care under California law applicable to those who provide similar services for projects of the type, scope and complexity of the Project subject to this Agreement in the locality of the Project; the Applicable Laws; the terms of this Agreement; and using their professional skill and judgment (hereinafter "Standard of Care"). Design Consultant shall strictly comply with all the terms of this Agreement.

## 1.3. AUTHORITY OF THE DESIGN CONSULTANT

Design Consultant's authority to act on behalf of District is limited to its scope of authority set forth in this Agreement. Notwithstanding anything else stated in this Agreement or any Contract Documents, Design Consultant does not have the express or implied authority to obligate District to any expenditure of money or extension of contractual time periods, including, without limitation, any adjustment to the price or time of performance of any contract between District and its Contractors, Separate Contractors, Specialty Consultants, Program Manager or other third persons or parties. The Design Consultant shall be liable to the District and third parties for the consequences of the Design Consultant's actions or conduct exceeding the limited scope of the Design Consultant's authority to act on behalf of the District.

## 1.4. KEY PERSONNEL

**1.4.1. Of Essence.** The services to be provided by Design Consultant under this Agreement shall be performed or directed by the Key Personnel, as identified in the Project Authorization.

**1.4.2. Commitment, Cooperation.** Recognizing the necessity of a close working relationship with the District, the Design Consultant's principals and employees shall furnish the skill, efforts and judgment of its organization in the performance of their duties and responsibilities under this Agreement, subject at all times to District's discretion, and provide their knowledge, ideas, experience and abilities relating to the efficient design and construction of the Project and to cooperate fully with all members of the Project Team.

**1.4.3. Additions, Removals, Replacements.**

1. **Additions.** It is contemplated that from time to time individuals will be added to the list of Key Personnel as necessary and appropriate to the stages of planning, programming, designing and constructing of the Project. Design Consultant shall anticipate the need for such additions by submitting to the District no later than seven (7) Days prior to the need therefore, a proposed amendment to the list of Key Personnel setting forth the Design Consultant's proposed additions and the reasons

for such additions. The District shall promptly review the proposed additions and either approve or disapprove thereof in writing, along with a statement of the reasons for any disapproval. Design Consultant shall not employ any individual to perform the functions as Key Personnel without the advance approval of the District, which approval may be granted or withheld in their sole discretion.

2. **Removals.** Design Consultant shall not, for so long as any person serving as Key Personnel is employed by Design Consultant, remove, substitute or reduce the level of effort of such person without the District's prior written approval, which may be granted or withheld in its sole discretion. If District is dissatisfied with the services rendered by any Key Personnel, Design Consultant shall promptly recommend a substitute person.

3. **Replacements**. If any Key Personnel ceases employment with Design Consultant or is requested to be removed pursuant to Paragraph 1.4.3.2 above, then Design Consultant shall promptly notify District of a proposed substitute person of at least equal qualifications to perform the same functions to be approved by District, which approval may be granted or withheld in its sole discretion. Design Consultant shall bear, at its own expense and without reimbursement by District, all costs associated with replacing, for any reason, any Key Personnel.

**1.4.4. Engagement by District**. In the event Design Consultant ceases its business operations altogether or this Agreement is terminated by District for cause, District shall have the right, but not the obligation, without liability or obligation to Design Consultant or any other person or entity, to directly engage the services of any of the Key Personnel in accordance with the provisions of this Paragraph 1.4.4. In the event that Design Consultant learns that any of the Key Personnel will be leaving the employ of Design Consultant, Design Consultant shall promptly notify District. District shall then have the rights described in this Paragraph 1.4.4 to engage directly the services of such persons.

**1.4.5. Project Representative**. The Design Consultant's designated project representative has the authority to act on behalf of the Design Consultant in respect to all matters that are the subject of this Agreement, including, without limitation, the power and authority to enter into agreements or modifications to agreements that contractually bind Design Consultant. Authority to enter into agreements or modifications to agreements that contractually bind and/or change the terms and conditions of the contract with the District shall remain with the District's Facilities Director or his/her designee.

**1.4.6.**

**Design Consultant's Employees**. All persons employed by Design Consultant shall be the employees of Design Consultant and not of District. Design Consultant shall be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance and any other employer obligations with respect to all employees working for Design Consultant.

## 1.5. SUBCONSULTANTS

For Subconsultants other than those designated and included in the Agreement, Design Consultant may, with prior approval by District, enter into written contracts with Subconsultants to perform portions of the services provided for in this Agreement. Design Consultant's request for hiring of a Sub consultant shall be submitted in a writing that describes the scope of services to be contracted, the name of the proposed Sub consultant and the estimated total cost and/or hourly rates for the Sub consultant's services. The District shall have reasonable discretion in approving any Sub consultant and such approval must be in writing to be effective. The District shall use its best efforts to approve or disapprove of proposed Subconsultants within seven (7) Days of Design Consultant's request. Design Consultant shall remain responsible to the District for the quality and performance of all

Subconsultants' services. Design Consultant may, upon advance written notice to ethe District, terminate and replace the services of any Sub consultant, subject in all cases to the prior written approval of the District, not to be unreasonably withheld. Every subcontract or agreement of any kind entered into between Design Consultant and Sub consultant (or between any Sub consultant and other independent contractor Subconsultants) shall contain appropriate language whereby Sub consultant, without creating any contractual obligation on the part of the District to the Sub consultant or anyone working under contract to Sub consultant, accepts and agrees to be bound by all of the obligations of this Agreement, including, without limitation, those obligations pertaining to indemnification, insurance, accounting records, audit and ownership of documents, and agrees to include in its contracts with its Subconsultants a contingent assignment of those contracts to the District or its designee, effective only upon written acceptance by the District or its designee.

## 1.6. OWNERSHIP OF DESIGN DOCUMENTS

**1.6.1. Property of the District.** All materials, including CAD and BIM files, images, presentations, reports, media, documents, specifications, records, calculations and digital and analog files and materials employed in the creation of same (collectively, "Design Documents") prepared by the Design Consultant and its Sub- consultants, the designs depicted in them, and any presentation materials, shall become, upon their creation and services paid, the property of the District whether the Project for which they are made is executed or not. Without limitation to the foregoing, the District shall hold, and Design Consultant shall be deemed to have been irrevocably assigned to the District in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights or other intellectual property rights relating to the Design Documents. The District hereby grants to Design Consultant and its Subconsultants a license, revocable at will of the District, to use and copy such documents during the term of this Agreement for the sole purpose of performing the services required under this Agreement. With the exception of standard and generic details in the Drawings, the Design Documents shall not be used as a whole, or in substantial part, by the Design Consultant on other projects without prior agreement.

**1.6.2. Use of Design Documents**. The District may use the Design Documents, without the Design Consultant's consent, in connection with the Project, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of a Project. The District may reuse the Design Documents for other Projects at no additional cost, provided however, that the District shall hold harmless and indemnify the Design Consultant against any losses arising from the District's use of the Design Documents for any other purpose, including use of the Design Documents on other projects, and District shall defend Design Consultant from and against any claims arising from any unauthorized use.

**1.6.3. Bidding**. The Design Consultant, upon request, shall provide copies of the Design Documents in the number required by the District for bidding and construction purposes in connection with the Project as part of its Basic Services. The District reserves the right to select the type of document reproduction and to establish where the reproduction will be accomplished.

**1.6.4. Termination**. In the event of termination of this Agreement by either Party for any reason, the District reserves the right to receive, and the Design Consultant shall promptly provide to the District upon payment of all undisputed monies due, all Drawings, Specifications, models, and other Design Documents prepared under this Agreement prior to the date of termination by the Design Consultant and its Subconsultants for this Project. The foregoing shall include without limitation, all drafts and all electronic files of the Design Documents. Unless otherwise agreed to by the District, the Design Consultant shall deliver all such Design Documents to the District within fifteen (15) Days of the date of the exercise of the termination rights under this Agreement. Design Consultant shall be permitted, at its sole cost and expense to retain copies,

including reproducible copies, of the Design Documents for information and reference purposes only. Any dispute regarding the amount of any payment to be made by the District under this Agreement shall be resolved per Article 6.3 of the Agreement.

### 1.7. COMPLIANCE WITH APPLICABLE LAWS

Design Consultant shall, at all times in its performance of its obligations under this Agreement, be responsible to comply with the Standard of Care in the application of Applicable Laws, including, without limitation, those rules or regulations enacted or issued by the District.

### 1.8. TIME OF ESSENCE

All time limits set forth in this Agreement pertaining to the performance of any obligation or act are of the essence to this Agreement.

## ARTICLE 2.
## BASIC SERVICES

The Design Consultant's professional services relative to a Project, as specifically identified and authorized on a Project Authorization, shall be performed within certain Phases of Work. The Phases, generally described below, outline the possible services contained within the Phases. These general Phase descriptions are intended to be solely for the convenience of reference and not as a determinative of the services to be actually performed or authorized for a specific project.

The Basic Services shall include but may not be limited to Basic Planning Services, Schematic Design, Design Development, Construction Documents, Construction Administration and the Project Closeout Phases. Such services may include but may not be limited to the following disciplines: Civil, Architectural, Structural, Mechanical including HVAC, Plumbing, Fire Protection, Electrical, Acoustical, Audio Visual and Hardware. The required deliverables may include but may not be limited to Drawings, Specifications, Basis of Design Report and Cost Estimating Report. Design Consultant shall perform the following Basic Services as set forth below for a Project. Should the District proceed to perform the Project in multiple phases, Design Consultant may be required to provide Basic Services, as specified in this Article 2, for each of the identified phases, as is necessary to complete the Project.

### 2.1. GENERAL

**2.1.1. Project Construction Budgets.** It is the obligation of the Design Consultant to design the Project in a manner that will enable each Project to be constructed for a Construction Cost that does not exceed the Project Construction Budget for the Project. Should the District proceed to perform a Project in multiple phases, Design Consultant may be required to provide a Project Construction Budget for each phase of the Project. No adjustments shall be made to a Project Construction Budget except for: (i) significant fluctuations in general levels of prices in the construction industry as reflected by the ENR Index after the Project Budget is prepared; or (ii) material changes requested in writing by the District to a Project's Schedule or scope; or (iii) other adjustments increasing the Project Construction Budget that the District determines, in its sole discretion, are appropriate or necessary. Design Consultant shall notify the District promptly upon becoming aware of any circumstance that Design Consultant knows or should have known in the exercise of the Standard of Care required by this Agreement, may require an adjustment in a Project Construction Budget. Failure by Design Consultant to provide such timely written notice may result in its waiving the right to an adjustment of a Project Construction Budget on account of such circumstance. Wherever it is stated in this Agreement that the District has the right to direct that Design Consultant, at its own expense, furnish design services to reduce the scope of the Project while maintaining the District Design Standards, to meet the requirements of the agreed-upon Project Construction Budget, such right shall not be interpreted as creating an obligation on the part of the District to extend such

opportunity for redesign to Design Consultant nor as a waiver of, or limitation on, the District's right, in lieu of requesting the performance of such redesign services, to exercise its other rights provided for at law or under this Agreement, including, without limitation, the right to terminate this Agreement or a Project Assignment for cause or for convenience. The District's **Project Construction Budget** shall be set forth in each project assignment.

In preparing estimates of the Cost of Work, the Design Consultant shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the District's Project Construction Budget. The Design Consultant's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

**2.1.2. Review of Work Product**. Design Consultant shall use its skills and experience to review the work product and information furnished by the District and Design and Construction Project Team members and advise the District of known errors or omissions and to report its findings to the District, with an appropriate recommendation; provided, however, that failure by Design Consultant to give such notice shall not relieve the District and Design and Construction Project Team members of their liability or responsibility, therefore. Notwithstanding the foregoing, the Design Consultant shall have no liability to the District or any other party arising out of the Design Consultant's failure to identify errors or omission in the information furnished to the Design Consultant.

**2.1.3. Selection of Specialty Consultants**. Design Consultant shall advise the District on the appropriate time for retention of Specialty Consultants whose services are necessary for the Project, being certain to allow sufficient time in advance for prequalification and selection of Specialty Consultants in accordance with Applicable Laws and the guidelines, practices and procedures of the District, and Design Consultant and, at points in time appropriate to the stage and status of the Project, and shall assist the District with the following: (i) preparation of prequalification criteria; (ii) preparation of requests for qualifications; (iii) conduct of pre-qualification award conferences and responses to questions by proposers; (iv) evaluation of proposers; (v) establishment of a list of pre-qualified professionals; and (vi) preparation of a definitive scope of services.

**2.1.4. Project Schedules and General Deliverables**. Design Consultant shall, promptly after execution of this Agreement, prepare and continuously update a Project Schedule for this Project, and for the Project overall, which integrates the activities of the District, Design Consultant, and other Project Team members, depicting the detailed activities necessary to complete the design and construct each applicable Project, and the Project overall. Each such Project Schedule shall, without limitation: (i) coordinate and integrate the planning, programming and design activities in appropriate detail to the District's satisfaction; (ii) show estimated commencement, duration, responsible parties and sequence for planning, programming, design and bidding, and displacement of operations activities; (iii) be prepared and presented in a critical path for (CPM) format or using Microsoft Project, showing the interdependencies of the activities and a clearly highlighted critical path; and (iv) deadlines and estimates of time for a review and receipt of all approvals, decisions and other information to be provided by the District. Design Consultant shall, no less frequently than monthly, update and expand the level of detail as the Project progresses, indicating current status of scheduled activities, projections of potential completion of major tasks, if significant variance from planned activities occurs, Design Consultant shall recommend recovery plans to the District and, upon obtaining the District's approval thereto, modify the Project Schedule to incorporate such recovery plans. Should the

District proceed to perform the Project in multiple phases, Design Consultant may be required to provide a Project Schedule for each phase of the Project, as further described in this Section 2.1.4. The Project Schedule shall include the following deadlines, which shall not be thereafter adjusted except as permitted by Article 3 of this Agreement with the understanding the District and other necessary parties shall maintain schedule and deadlines per agreement:

Design Consultant shall include a general schedule of the Project progress with key milestones as part of the Project Authorization. The Project Schedule will be updated with increased detail at each phase of construction, critical milestones or when scope changes occur that impact the schedule. Each such Project Schedule shall, without limitation: (i) coordinate and integrate the planning, programming and design activities in appropriate detail to the District's satisfaction; (ii) show estimated commencement, duration, responsible parties and sequence for planning, programming, design and bidding, and displacement of operations activities; (iii) be prepared and presented in a critical path (CPM) format or using software acceptable to the District showing the interdependencies of the activities and a clearly highlighted critical path; and (iv) deadlines and estimates of time for a review and receipt of all approvals, decisions and other information to be provided by District.

**2.1.5.** **Communications.** The Design Consultant shall comply with all written procedures issued by the District for conduct of communications among the Design and Construction Project Team members to deal with administrative matters relating to the planning, programming, design and construction of the Project.

**2.1.6.** **Meetings**. Design Consultant shall attend regularly scheduled meetings with the District, and/or other Project Team members and shall respond promptly with respect to matters assigned to Design Consultant for action or resolution. Design Consultant to produce and distribute meeting minutes of each meeting and shall promptly review and provide any requests for corrections to meeting minutes no later than five (5) Days after receipt. All such meetings shall be deemed to be part of Basic Services.

1. **Meeting Agendas**: For any meeting that Design Consultant organizes, schedules and/or intends to conduct with the District, other Project Team members and/or any other persons connected with a Project or the District, the Design Consultant shall provide a meeting agenda two (2) days prior to the meeting.

**2.1.7.** **Summarizations**. Except as otherwise directed by the District, Design Consultant shall receive, review and take appropriate action with respect to all information, reports, notices, requests and other materials provided or available to Design Consultant by or from Subconsultants and when requested shall prepare summaries of such materials for presentation to the District, together with the materials summarized and Design Consultant's recommendations and advice with respect to the matters to which such materials relate.

**2.1.8.** **Overlapping, Duplicative Services**. Design Consultant shall promptly advise the District if there appears to be an overlap or duplication of services being provided by or among Project Team members, along with Design Consultant's recommendations for eliminating such duplication or overlapping of services.

**2.1.9.** **Sustainable Designs and Energy Standards.** Design Consultant shall prepare its designs in accordance with the Sustainable Building Principles, Standards and Processes**.** Those Sustainable Design and Energy Standards services associated with projects that are determined to be eligible for LEED™ certification shall be undertaken only as authorized in accordance with the provisions of Article 3, Additional Services. The Design Consultant

acknowledges that it is the District's goal to achieve a high level of energy efficiency and sustainability to be defined for each project. The Design Consultant shall work with the District to balance functional, sustainable and financial design parameters toward meeting the District's goal.

**2.1.10. District Committees**. Design Consultant shall, when requested by the District: (i) attend meetings of District Committees; (ii) assist District in preparing design presentations to and responding to questioning by District Committees; and (iii) provide necessary follow-up so that recommendations or directions of District Committees related to design matters are appropriately addressed.

**2.1.11. Compliance with California Code of Regulations**. Design Consultant shall, in connection with its services performed during all Phases of Basic Services and, if applicable, any Additional Services, be responsible to comply with the Standard of Care in the application of the California Code of Regulations, including, without limitation Title 24, California Code of Regulations, relating to design and construction generally and construction of public schools specifically and shall fully cooperate with the Project Inspector assigned to the Project pursuant to said provisions of the California Code of Regulations and other Applicable Laws.

**2.1.12. Design Safety**. Design Consultant is responsible for the safety of the design of the Project and for the interpretation of and any necessary amplification of the Drawings and Specifications prepared by it or its Subconsultants for the Project. The Design Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods techniques, sequences or procedure, or for safety in, on or about the site, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**2.1.13. Prevailing Wages**. Design Consultant and its Subconsultants shall, to the extent applicable to work or services performed under this Agreement, comply with the provisions of the California Labor Code (including, without limitation, California Labor Code sections 1720, 1735, 1775, 1777.5 and 1776.6) applicable to persons performing services or work for "construction," including but not limited to inspection and land surveying work, as defined in California Labor Code section 1720. Pursuant to California Labor Code section 1773, the Department of Industrial Relations has determined the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this Agreement is to be performed, for persons performing such work or services and said rates are on file with the District at its principal office and available to any interested party upon request.

## 2.2. SCHEMATIC DESIGN PHASE

**2.2.1. Project Program**. The Design Consultant shall, in conjunction with the District and any of the District's other Specialty Consultants in the areas of planning and programming, familiarize itself with the District's plans and goals for any Project assigned and make any recommendations for revisions that, based on Design Consultant's professional judgment, will produce the Project that is designed in a manner that is in conformance with the requirements of the Project Construction Budget and Project Schedule. The Project Construction Budget and Project schedule will be adjusted as necessary to accommodate the changes upon mutual agreement.

**2.2.2. Alternate Approaches**. The Design Consultant shall review and recommend to the District alternative approaches to the design of each Project assigned and recommend alternative contracting modes for the District to evaluate which is best suited to the Project, the Project Schedule, Applicable Laws and Project Construction Budget for the Project assigned. The

selection of a lease-leaseback, multi-prime, or design-bid-build method shall not affect the compensation due to the Design Consultant for the Project.

**2.2.3. Schematic Documents**. The Design Consultant shall prepare for review and approval by the District, Schematic Design Documents for each Project including site plans, floor plans, elevations, sections, 3-dimensional perspective views, and other sketches or graphic materials needed to describe the Project in three dimensions. Schematic Design Documents shall be consistent with the Project Construction Budget and Project Schedule for the Project and shall be submitted upon fifty (50%) percent completion for review and again upon one hundred (100%) percent completion for final revisions and review and approval by the District.

**2.2.3.1. Schematic Design Phase Deliverables.**

1. **Site Documentation:** scaled preliminary Civil grading plan(s) including cut/fill calculations, and topographic contours; Landscape Architecture plan(s) including proposed plant species and materials; plans. Architectural site plan(s) illustrating major built site features.
2. **Architectural Building Plans:** scaled floor plan(s) of all buildings including room names, general dimensions, and net square footage
3. **Interior Design:** preliminary finish plans and materials palettes; reflected ceiling plans including anticipated finishes and materials; three-dimensional perspective views of selected spaces indicating materials and lighting; furniture and equipment plans; interior elevations of selected spaces.
4. **Engineering and Systems Disciplines:** Mechanical systems diagrams; Electrical systems diagrams; Structural floor plan(s) and design diagrams including locations and rough sizing of columns, braced frames, trusses and other distinct structural elements; Acoustic design narrative; Audio/Visual design narrative; Data systems design narrative; Kitchen design plan(s) including equipment layouts and preliminary equipment list(s); Architectural design narrative.
5. **Cost Estimate:** preliminary cost estimate, including mark-ups for contractor fees, O&P, insurance, bonds, contingencies, escalation and the like, coordinated and reconciled with the District.

**2.2.4. Estimated Project Construction Cost**. The Design Consultant shall submit a preliminary written Estimated Project Construction Cost for the Project based on the Schematic Phase Design Documents submitted to the District for review and approval. The estimate shall address separately site work with utilities and building structures. The site work utilities estimate shall be itemized into major cost components. The building structure estimate shall be based on square foot cost reflective of the type of structure and systems involved. If the preliminary Estimated Project Construction Cost for the Project exceeds the Project Construction Budget for such Project, the District may, at its sole discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, either: (i) give written approval of an adjustment in the Project Construction Budget, or (ii) require the Design Consultant, at its own cost and without additional compensation or reimbursement by the District, to revise the Schematic Design Documents in cooperation with the District so as to revise the Estimated Project Construction Cost to an amount that is within the Project Construction Budget.

## 2.3. DESIGN DEVELOPMENT PHASE

**2.3.1. Design Development Documents**. Upon the District's written authorization to proceed and based on Schematic Design Documents approved in writing by the District, the Design Consultant shall prepare, for review and approval by the District, Design Development Documents for the Project consisting of Models, Drawings, outline Specifications and

narratives as needed to establish and describe the function, size and character of the Project, elaborating and further developing the previously approved Schematic Design Documents. The Design Development Documents shall be submitted upon fifty (50%) percent completion for review and again upon one hundred (100%) percent completion for final revisions and review and approval by the District. The Design Consultant shall incorporate into the Design Development Documents architectural, civil, landscape, structural, mechanical, plumbing, electrical, audio/visual, security, communication and information technology, fire and life safety, and access control systems, materials, and such other elements and other systems appropriate to the Project. The Design Development Phase Documents shall be consistent with and conform to any existing or approved District Standards during the term of the Project and shall be consistent with the Project Construction Budget and the Project Schedule. Should the District proceed to perform the Project in multiple phases, Design Consultant may be required to provide Design Development Documents, and all related deliverables as further described herein, for each phase of the Project.

**2.3.1.1. Design Development Phase Deliverables.**

1. **Site Documentation.** Scaled Civil rough and fine grading plan(s) including cut/fill calculations and topographic contours, vehicle and pedestrian circulation and parking; Landscape Architecture plan(s) including proposed plant species and materials, hardscape; plans; irrigation plans; site utility plans; Architectural site plan(s) illustrating major built site features and buildings.
2. **Architectural Building Plans.** Overall, partial, and enlarged floor plan(s), reflected ceiling plan(s).
3. **Building Envelope.** Building sections; typical wall sections and related details; exterior elevations.
4. **Interior Design.** Finish floor plans; interior partition plans and key details; interior elevations; sections and elevations.
5. **Vertical Circulation.** Enlarged floor plans and sections for stairs and elevators.
6. **Engineering and Systems Disciplines:** Mechanical systems plans; Plumbing systems plans; Electrical systems plans; Structural floor plan(s) and calculations; Acoustic design narrative; Audio/Visual design narrative; Data systems design narrative; Kitchen design plan(s) including equipment layouts and preliminary equipment list(s); Architectural design narrative; Security and Access Control systems narrative and plans.
7. **Cost Estimates:** updated cost estimates organized by specification section/trade/discipline, including mark-ups for contractor fees, O&P, insurance, bonds, contingencies, escalation and the like, coordinated and reconciled the District.

**2.3.2. Systems Criteria**. The Design Consultant shall submit documentation supporting the design criteria for the structural elements (including structural loading); HVAC, plumbing, electrical, lighting and communication systems; and other specialized building systems.

**2.3.3. Certification Re Financial Relationships Disclosure.** In accordance with Public Contract Code § 3000, *et seq*., Design Consultant and/or any of its Subconsultants including, without limitation, engineers or roofing consultants, who provide professional services related to the roofing portion of the Project shall prior to engaging in such professional services, complete, sign and deliver to the District the Certification Re Financial Relationships Disclosure, attached as **Exhibit "B"** to this Agreement. Any person who knowingly provides false information or fails to disclose a financial relationship shall be subject to civil liability and penalties as set forth in Public Contract Code 3006.

**2.3.4. Estimated Project Construction Cost**. The Design Consultant shall submit a written Estimated Project Construction Cost for each Project based on the Design Development Phase

Documents submitted to the District for review and approval. Including, if so required, a separate Estimated Project Construction Cost for each phase of the Project. If the Estimated Project Construction Cost for the Project exceeds the Project Construction Budget for such Project, the District may, at its discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, either: (i) give written approval of an increase in that Project Construction Budget, or (ii) require the Design Consultant, at its own cost, and without additional compensation or reimbursement by the District, to revise the Design Development Phase documents in cooperation with the District so as to reduce the Estimated Project Construction Cost to an amount that is within the Project Construction Budget, in which case the District agrees to accept the Design Consultant's reasonable revisions in the Project to lower the Estimated Project Construction Cost so long as the proposed revisions do not, in the District's sole and reasonable judgment, materially compromise the objectives of the Project.

## 2.4. CONSTRUCTION DOCUMENTS PHASE

**2.4.1. Construction Documents.** Upon the District's written authorization to proceed and based on Design Development Documents reviewed and approved in writing by the District, the Design Consultant shall prepare Construction Documents for the Project consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project suitable for review and approval by all authorities having jurisdiction, bidding, and construction. Should the District proceed to perform the Project in multiple phases, Design Consultant may be required to provide Construction Documents, and all related deliverables as further described herein, for each phase of the Project. The Construction Documents shall describe the quality, configuration, size, location and relationships of all components to be incorporated into the Project. The Construction Documents shall be consistent with the Project Construction Budget and Project Schedule for the Project. Upon fifty (50%) percent, and ninety-five (95%) percent completion of the Construction Documents, Design Consultant shall provide, in addition to the Construction Documents, a statement of the basis of the design, which includes the following: (i) an outline of Applicable Laws that apply to the Project; (ii) an outline of the criteria used as a basis of the design, including criteria for sustainability, civil, landscaping, architectural, structural, mechanical, plumbing and fire protection and electrical.

**2.4.1.1. Construction Documents Phase Deliverables.**

1. **Site Documentation.** Civil plans, Landscape Architecture and irrigation plans; site utility plans; Architectural site plans; signage and wayfinding plans and details; fire and emergency access plans.
2. **Architectural Building Plans.** Overall, partial, and enlarged floor plans, code analysis plans; reflected ceiling plans; all related and required Architectural details.
3. **Building Envelope.** Building sections; wall sections and related details; exterior elevations; roof plans and details.
4. **Interior Design.** Finish floor plans; interior partition plans and typical details, including Acoustic requirements; interior elevations; typical interior details; typical and specific millwork plans, sections and elevations; FF&E plans and specifications.
5. **Vertical Circulation.** Enlarged floor plans, sections, and details for stairs and elevators.
6. **Engineering and Systems Disciplines:** Mechanical systems plans and details; Plumbing systems plans and details; Electrical systems plans and details; Lighting system and controls plans and details; Structural floor plans, details, and calculations; Acoustic design integrated into Architectural plans; Audio/Visual system plans and details; Data systems plans and details; Kitchen design plans including equipment layouts and equipment lists with associated details; Security and Access Control systems plans and details; Fire alarm systems plans and specifications; Fire sprinkler system plans, details and specifications
7. **Standard Building Elements:** Door schedules; hardware schedules; window schedules

8. **Cost Estimates:** Updated cost estimates organized by CSI specification section/trade/discipline, including mark-ups for contractor fees, O&P, insurance, bonds, contingencies, escalation and the like, coordinated and reconciled with the District.
9. **Project Manual:** CSI-format specifications including Division 1, integrated with District front-end project manual documents.

**2.4.2.** **Review**. The Design Consultant shall submit Construction Documents to the District for review and approval by the District upon fifty (50%) percent completion, ninety-five (95%) percent completion and one hundred (100%) percent completion. Such submittal shall be in electronic format and shall include, the Construction Documents, a summary of the calculations for the structural, HVAC, electrical, plumbing, communications and other specialized building system calculations. Unless directed otherwise in writing by the District, the Construction Document Phase shall not be considered 100% complete until all approvals by Review Agencies have been received by the Design Consultant.

**2.4.3.** **Content, Coordination, Completeness**. The Design Consultant shall be responsible for the content of all Construction Documents prepared by it and its Subconsultants. Consistent with the Standard of Care, all final Construction Documents prepared and signed by the Design Consultant or its Subconsultants shall be complete, coordinated and contain directions as will (i) enable a competent contractor to carry them out; (ii) require a minimum of corrections by Review Agencies; and (iii) be sufficiently complete and free of conflicts so as to be capable of definitive pricing by Contractor with a minimum of further clarifications or detailing by Design Consultant or its Subconsultants.

**2.4.4.** **Corrections**. Construction Document submittals shall either incorporate any corrections required by the District or Review Agencies or be accompanied by a written statement as to why such changes were not incorporated. The District may, in its sole and reasonable discretion, reject or challenge the Design Consultant's explanation and require the Design Consultant to make the changes or corrections and/or provide additional supporting documentation regarding the Design Consultant's determination not to incorporate the changes to the Construction Documents as previously requested by the District or Review Agencies. Except with respect to a change in Program or a change in law, where such change could not have been reasonably foreseen by Design Consultant, such corrections shall not constitute grounds for adjustment of any Project Construction Budget or Project Schedule.

**2.4.5.** **Constructability and Design Review; Value Engineering**. The District reserves the right to conduct, or cause to be conducted, constructability reviews and/or value engineering of the Construction Documents. If applicable, such constructability reviews and/or value engineering to meet the District's established budget may be required at each phase of the Project. If the District elects to conduct either constructability reviews or value engineering, the District shall notify the Design Consultant of the same and the Design Consultant shall submit Construction Documents to the District for such constructability reviews and/or value engineering. The District and Design Consultant will confer and consult with each other to arrive at mutual understandings and agreements as to which of the constructability review and/or value engineering comments are to be incorporated into the Construction Documents. The Construction Documents shall incorporate mutually agreed upon comments and the Design Consultant shall submit revised Construction Documents to the District for approval. Design Consultant shall revise Construction Documents as necessary to obtain the District's reasonable approval thereof.

**2.4.6.** **Final Approval**. When all District and Review Agency required corrections have been incorporated by the Design Consultant, the corrected, one hundred (100%) percent complete

Construction Documents approved by the Review Agency will be deemed to be final and ready for competitive pricing. The Design Consultant shall provide to the District three (3) full sized printed sets (or other mutually agreed upon quantity) of approved (stamped/signed) prints. The Drawings and Specifications shall also be submitted by the Design Consultant to the District in an electronic form acceptable to the District.

**2.4.7. Estimated Project Construction Costs.**

**1.** Upon fifty (50%) percent, ninety-five (95%) percent DSA Submittal set and final one hundred (100%) percent completion of the Construction Documents, the Design Consultant shall prepare and submit for the District's review and approval, the Design Consultant's then-current Estimated Project Construction Cost for the Project, including, if so required, a separate Estimated Project Construction Cost, as detailed herein, for each phase of the Project.

**2.** If the Estimated Project Construction Cost of the Project upon fifty (50%) percent completion of Construction Documents for such Project exceeds the Project Construction Budget for such Project, either the District may, in its sole discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, either: (i) give written approval of an adjustment in the Project Construction Budget, or (ii) require the Design Consultant, at its own cost and without any additional compensation or reimbursement by the District, to revise the Construction Documents in cooperation with the District so as to reduce the Estimated Project Construction Cost to within the Project Construction Budget, in which case the District agrees to accept the Design Consultant's reasonable revisions in the Project to lower the Estimated Project Construction Costs, so long as the proposed revisions do not, in the District's sole and reasonable judgment, materially compromise the aesthetic, structural or functional elements of the Project.

If the Estimated Project Construction Cost for the ninety-five (95%) percent Construction Documents for the Project exceeds the Project Construction Budget for such Project, the District may, in their sole discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, either: (i) give written approval of an adjustment in the Project Construction Budget, (ii) authorize the solicitation of bids, (iii) require the Design Consultant, at its own cost and without additional compensation or reimbursement by the District, to revise the Construction Documents in cooperation with the District so as to reduce the Estimated Project Construction Cost to within the Project Construction Budget, in which case the District agrees to accept the Design Consultant's reasonable revisions in the Project to lower the Estimated Project Construction Costs, so long as the proposed revisions are consistent with Building Program for that Project and do not, in the District's sole and reasonable judgment, materially compromise the aesthetic, structural or functional elements of the Project or the overall Project.

**2.4.8. Permits, Governmental Approvals.** The Design Consultant shall assist the District in obtaining all necessary approvals or permits for the Construction Documents from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work including without limitation, approvals by DSA. Without adjustment of the Compensation, Design Consultant shall revise Working Drawings as required by DSA or other governmental agencies with jurisdiction over the Project to obtain their respective approval(s) or permit issuance. Design Consultant shall notify the District in writing upon receipt of such approvals or permits specifying in detail the scope of Work covered thereby and recommend to the

District whether and when all approvals and permits that Design Consultant is aware are required by Applicable Laws have been obtained such that the District may proceed to let contracts for the Work. Design Consultant shall notify the District ninety (90) Days prior to the date that any approval or permit by a Government Authority may expire.

## 2.5. BIDDING PHASE

**2.5.1. Prequalification**. If prequalification of bidders for construction of the Project is required by the District, the Design Consultant shall assist in preparation of the prequalification documents. If requested, the Design Consultant shall participate with the District in evaluation of prequalification submittals by proposed bidders.

**2.5.2. Bidder Inquiries; Bid Addenda, Site Visits.** The Design Consultant shall review bidder inquiries, participate in discussions relating to responses to bidders' inquiries, participate in development of necessary modifications to the Design Documents to respond to bidder inquiries and assist in development and issuance of addenda during the bidding process. The Design Consultant and its Subconsultants, as appropriate, shall attend all scheduled pre-bid conferences and Site visits. The District shall be responsible for the scheduling of all pre-bid conferences and Site visits as well as the recordation, preparation and distribution of minutes.

**2.5.3. Bid Evaluations**. The Design Consultant shall assist the District in the review and evaluation of bids.

**2.5.4. Project Construction Budget Overrun**. If the lowest price received from a responsible and responsive bidder (as the terms "responsible" and "responsive" bidder are interpreted under Applicable Laws) for the Project exceeds the Project Construction Budget for such Project by more than ten (10%) percent for Projects costing less than seven million dollars ($7,000,000), or by more than five (5%) percent for Projects costing seven million dollars ($7,000,000) or more, the District may, at its sole discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, do any of the following: (i) give written approval of an increase in the Project Construction Budget, (ii) authorize rebidding within a reasonable period of time, (iii) require the Design Consultant to modify the Construction Documents in order to reduce the Estimated Project Construction Cost to a level that falls within the Project Construction Budget, or (iv) abandon the Project. If the District requires the Design Consultant to revise the approved Construction Documents pursuant to Clause (iii) above, revisions proposed by the Design Consultant shall be consistent with the District's objectives for such Project, and shall not, as determined by the District in the District's sole and reasonable judgment, materially compromise the aesthetic, structural or functional elements of the Project. Compensation to the Design Consultant, if any, for such revisions shall be determined as follows: The District shall obtain an independent estimate of the Construction Cost. If such independent estimate is within the Project Construction Budget, and if the lowest responsible and responsive bid price nevertheless exceeds the Project Construction Budget, then Design Consultant shall be entitled to receive compensation for executing such revisions in an amount not exceeding 100% of the total Additional Services. If the District's independent estimate exceeds the Project Construction Budget prior to bid, and if the lowest responsible and responsive bid price exceeds the Project Construction Budget and if the District elects to require the Design Consultant to revise the Construction Documents, the Design Consultant shall perform any such revisions at its own expense and without additional compensation or reimbursement by the District.

**2.5.5. Basic Services Fee.** If the lowest bid or proposal meets or exceeds one hundred and five (105%) percent of the amount designated as the Project Construction Budget at the time of bid, the "Computed Cost" for Design Consultant's Fee for Basic Services shall be based on such Project

Construction Budget amount, plus any additive alternates not taken, plus any change orders for additional scope of work, unless Design Consultant can demonstrate good cause to the District.

**2.5.6.** Should the District proceed to perform the Project in multiple phases, Design Consultant may be required to provide all services related to the Bidding Phase as set forth in this Section 2.5, and any and all related deliverables as further described herein, for each phase of the Project.

## 2.6. CONSTRUCTION PHASE

**2.6.1.** Duration. For the Project that is let to a Contractor the Construction Phase will commence on the date the Construction Contract is signed by the District and will terminate upon Final Completion of the Work covered by such Construction Contract.

**2.6.2.** Administration. The Design Consultant's responsibilities shall include, without limitation, as outlined in Section 2.6.8 below, interpretation of the design requirements of the Contract Documents; periodic Site observations; review of Submittals; responding to requests for information or clarification by Contractors and Separate Contractors; preparation of documents for Change Orders; general consultation on design matters; and administration of the Construction Contract as provided in the General Conditions. Design Consultant shall maintain, and furnish to the District upon request, written digital logs documenting the status of project correspondence related to the above-described responsibilities.

**2.6.3.** Notices. Design Consultant shall provide such notices as may be required by Applicable Laws to Governmental Authorities and are customarily provided by Design Consultants on behalf of clients, including, without limitation DSA, that Work is being, or is about to be, carried on at the Site and any required information concerning the identity of the Contractor and other required information concerning performance of the Work.

**2.6.4.** Attendance at Meetings. The Design Consultant shall attend all necessary pre-construction and regular construction meetings with the Contractor. Attendees shall be the Project Design Consultant, its Subconsultants, Contractor, the District, and others as deemed necessary by the Design Consultant. The regular construction meetings shall, unless otherwise directed by the District, occur weekly. The Design Consultant shall prepare and distribute construction meeting notes.

**2.6.5.** Communications. The District will furnish the Design Consultant with copies of written communications from the District to a Contractor. With respect to matters relating to design that may be addressed in such communications, unless the Design Consultant, within ten (10) Days of receipt of a written communication to the Contractor provides written notification to the District that the Design Consultant disagrees with the content of the written communication, specifying the reason for the disagreement, the Design Consultant shall be deemed to agree with the content of such communication. The Design Consultant shall advise and consult with the District and shall keep them informed of the observed progress of the Work. Design Consultant shall render written or graphic interpretations and decisions that are consistent with the intent of, and reasonably inferable from, the Contract Documents; review and recommend any action to be taken regarding Submittals; and evaluate and advise the District on the equivalence of proposed substitutions for materials, products, or services specified by brand or trade names in the Contract Documents and recommend either approval or rejection of the substitutions as being equal in quality, utility and appearance.

**2.6.6.** No Delay. The Design Consultant shall not delay its interpretations, decisions, reviews or other functions pursuant to this Agreement or otherwise cause or contribute to a disruption of

construction

or a delay to the Project, consistent with the applicable Standard of Care. Toward this end, Contractor's Request(s) for Information (RFI) shall be responded to within a maximum of ten (10) Days from receipt of the RFI, and Contractor's submittals of shop drawings and product data shall be reviewed and returned within a maximum of twenty-one (21) Days from submittal. In accordance with the approved submittal schedule, the Design Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but for the purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Design Consultant shall only be responsible for a review that complies with the applicable Standard of Care, and an approval by the Design Consultant shall not relieve the Contractor from its responsibility to comply with the Contract Documents. The Design Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Consultant, of any construction means, methods, techniques, sequences, or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**2.6.7.** **Corrections**. The Design Consultant shall, at no cost to the District, promptly and satisfactorily correct any and all errors, omissions, deficiencies, ambiguities, conflicts or violations of Applicable Laws in the Construction Documents prepared by the Design Consultant or its Subconsultants.

**2.6.8.** **Site Observations**. Subject to the limitations of Paragraph 2.6.13 below, the Design Consultant, and its Subconsultants as appropriate to the stage of the Work of the Project, shall not less frequently than weekly: (i) observe construction at the Site as it progresses; (ii) conduct Site observations in connection with occupancy and completion; and (iii) check fabricated materials and equipment located on or outside the Site when such checks are specified in the Contract Documents. All such observations shall be conducted in accordance with the Standard of Care. Such observations shall address matters relating to: the general progress, character, and complexity of the Work; design issues or questions of concern to the Design Consultant or its Subconsultants, or as noted in any inspection reports furnished to the Design Consultant; the observed quality of Contractor's performance during previous visits; the review of construction of crucial components of the Work; and the results of specified or directed tests significant to the acceptability of crucial components of the Work. Such observations shall be performed by Design Consultant and its Subconsultants when reasonably requested by the District or as appropriate to the stage of the Project. Without limitation to the foregoing, observations shall be for the purpose of ascertaining the general progress of the Work and that the character, scope, quality and detail of construction (including workmanship and materials) generally comply with the Contract Documents, approved Submittals and clarifications. Observations shall be separate from any inspections which may be provided by others and such inspections by others shall not relieve the Design Consultant of its responsibilities under this Agreement. Any Sub consultant who has prepared designs or specifications shall be responsible to observe in accordance with the provisions of this Agreement those portions of the Work that he/she has so designed or specified. However, neither the Design Consultant nor any Sub consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Consultant shall be responsible for its negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**2.6.9.** **Defective Work**. The Design Consultant shall recommend to the District and the Project Inspector, in writing, the rejection of observed Defective Work.

**2.6.10. Testing, Inspection.** The Design Consultant shall recommend in writing special inspection or testing of the Work in accordance with the provisions of the Contract Documents if, in the Design Consultant's professional judgment, such inspection or testing is necessary or advisable for the implementation of the Contract Documents or required by Applicable Laws, regardless of the status of the Work. The Design Consultant shall review inspection reports, laboratory reports and test data to determine conformity of such data with the design requirements expressed in or implied by the Contract Documents and approved Submittals. The Design Consultant shall recommend to the District, in writing, actions that need to be taken, as determined by Design Consultant from Site visits, inspections, observations, reports, laboratory reports and test data, or from Contractor proposals, schedules or other relevant documents.

**2.6.11. Substantial, Final Completion.** The Design Consultant shall accompany and assist the District to evaluate Substantial Completion, Final Completion, and preparation of a "punch list" of minor items of work to be completed or corrected for Final Completion. The Design Consultant shall review the punch list, advise the District and Project Inspector whether items listed thereon have been completed in accordance with the requirements of the Contract Documents and issue such recommendations of Substantial Completion and Final Completion as may be requested by the District. The Design Consultant shall review for conformance with the Contract Documents all Record Documents and other items required by the Contract Documents to be delivered by Contractor as a condition of the final payment to such Contractor. In addition to the foregoing, Design Consultant shall, based on its evaluations of the Work, notify the District and Project Inspector when the Work is completed to the point that, in the opinion of the Design Consultant, a notice of completion required by Section 4-339, Part 1, Title 24 of the California Code of Regulations may be filed.

**2.6.12. Interpretations.** The Design Consultant shall, upon request by the District, issue interpretations and clarifications of the requirements of the design requirements of the Contract Documents. Such clarifications and interpretations shall be transmitted to the District in writing.

**2.6.13. Construction Means, Methods, Safety.** The Design Consultant in the course of performing its other obligations under this Agreement shall report to the District any observed material or substantive conditions that render any portion of the Work unsafe; provided, however, that the foregoing obligation shall not relieve Contractors of their sole responsibility for construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Work nor create an affirmative obligation on the part of the Design Consultant to discover safety issues.

**2.6.14. Change Orders.** The Design Consultant shall prepare Drawings and Specifications as specifically requested by the District in connection with the issuance of Field Instructions and Construction Change Documents and secure approvals thereof by the applicable Governmental Authorities, including, but not limited to, DSA, in accordance with Applicable Laws prior to the commencement of the Work thereof. When requested or when necessary to maintain progress of the construction, Design Consultant shall prepare, submit and obtain approval by DSA of Construction Change Documents, followed promptly by submittal of a formal Change Order. Design Consultant shall be entitled to compensation for the preparation of Drawings and Specifications in connection with the issuance of Field Instructions and Change Orders to the extent allowed by Article 3 of this Agreement. The Design Consultant shall not be entitled to compensation for the preparation of Drawings and Specifications necessitated by errors, omissions, deficiencies, ambiguities, conflicts or violations of Applicable Laws caused or created by the Design Consultant or its Subconsultants.

**2.6.15. Record Documents.**

1. The Design Consultant shall review As-Builts prepared and certified by the Contractor and reviewed by the Project Inspector in a format acceptable to the District. Design Consultant is entitled to, consistent with the Standard of Care, reasonably rely upon the accuracy of the As-Builts prepared and certified by the Contractor and shall review the same in accordance with the Standard of Care. If significant discrepancies are noted by the Design Consultant in the course of its review, the Design Consultant shall return the As-Built to the Contractor, and, following corrections by the Contractor, return the As-Built to the Design Consultant and the District for further review.

2. Within six (6) weeks after receipt of Contractor's complete and corrected As-Built, the Design Consultant shall, at no additional cost, draft and furnish to the District Record Documents showing the as-built condition of all portions of the Work (including without limitation the location of electrical, HVAC, plumbing and other lines that may be diagrammatically represented in the Contract Documents), and one (1) annotated hardcopy of the Specifications and one (1) flash (thumb) drive in software format acceptable to the District. The revisions and changes reflected in the As-Built shall be coordinated and accurately annotated and cross-referenced by the Design Consultant from the Contractor prepared As-Built. Each page of the Drawings and the coverage page of the annotated Specification shall prominently bear the words "Record Documents."

3. Record Drawings shall be submitted by the Architect to the District in both hard copy and an electronic form acceptable to the District.

**2.6.16. Title 24 Reports**. Design Consultant and its Subconsultants who are in charge of general observation of the Work shall, in accordance with the provisions of Part 1, Title 24 of the California Code of Regulations, prepare and file periodic verified reports on forms prescribed by DSA affirming that of his/her own personal knowledge (as defined in Ed. Code, § 81141, *Reports required of architects, engineers and/or inspectors; information required*) the Work performed during the period of time covered by the report has been performed and materials have been used and installed in every material respect in compliance with the Drawings and Specifications approved by the DSA for the Project, together with such other detailed statements of fact as DSA may require.

**2.6.17.** Should the District proceed to perform the Project in multiple phases, Design Consultant may be required to provide all services related to the Construction Phase as set forth in this Section 2.6, and any and all related deliverables as further described herein, for each phase of the Project.

## 2.7. PROJECT CLOSE-OUT PHASE

**2.7.1. Close-Out Documents.** The Design Consultant shall compile and assemble the Contractor's Close-Out Documents for delivery to the District, including without limitation, As-Built Drawings, Operations and Maintenance manuals, key schedules, warranties, and all Record Documents required at Close-Out as referenced in Article 2.6.15 herein. The Consultant shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in connection with completion of the Work of the Project.

**2.7.2. Warranty Observation.** The Design Consultant shall conduct a review of the Work one month prior to the warranty expiration for the purpose of observing the condition in the Work. Design Consultant shall make written recommendations to the District for the correction of any Defective Work discovered in the course of the Design Consultant's review within fifteen (15)

Days after the date of such review. The Design Consultant shall be accompanied by the District during its review of the Work. The number of work hours to complete such review and preparation of written recommendations shall not exceed fifty (50) hours for any single Project, excluding review and preparation necessitated in whole or in part by errors and omissions in the services performed by the Design Consultant or its Subconsultants. Hours in excess thereof shall be compensated as Additional Service only if approved in advance in writing by the District.

## 2.8. INDEPENDENT REVIEWS

**2.8.1.** This Project is subject to independent design reviews conducted by the District and at the District's expense. The Design Consultant shall participate in these design reviews including without limitation: Constructability Review and/or Value Engineering of the Design Documents.

**2.8.2.** The Design Consultant shall have an obligation to incorporate into the Design Documents any and all Value Engineering and Constructability Review comments into the Project Design Documents that are approved and accepted by the District, unless doing so would result in a violation of Applicable Laws or the Standard of Care. Except as set forth in Article 3, such changes shall be made with no additional compensation or reimbursement. Should the Design Consultant deem changes would be a violation of Applicable Laws, they shall immediately notify the District in writing citing the code section number and violation. The District shall have the right, but not the obligation, to have an independent cost estimate conducted by an estimator designated by the District and at the District's expense. The Design Consultant shall be available to answer the estimator's questions regarding the design and to attend meetings with the estimator as reasonably necessary to reconcile the Design Consultant's estimate with the independent estimate.

## 2.9. PROJECT SCHEDULE

**2.9.1.** The Design Consultant shall meet the requirements of the Project Schedule, including without limitation the dates for completion of each Phase of the Design Consultant's Basic Services for the Project.

**2.9.2.** The Design Consultant shall be entitled to an adjustment to the Project Schedule for unavoidable Delays that are: (i) beyond the Design Consultant's control or its responsibility under this Agreement and/or (ii) not caused by the fault, negligence or violation of a provision of this Agreement by Design Consultant or its Subconsultants; provided, however, that as a condition precedent to its right to an adjustment of a Project Schedule, Design Consultant shall have given written notice to the District of the circumstances of such delay within fourteen (14) Days after such circumstances were first observed by Design Consultant or its Subconsultants. Failure to provide such written notice may result in a waiver by Design Consultant of any right to an adjustment to that Project Schedule on account of such circumstances.

# ARTICLE 3.
# ADDITIONAL SERVICES

## 3.1. LIST OF ADDITIONAL SERVICES

Unless otherwise agreed by District, the following constitutes the list of Additional Services for which Design Consultant is entitled to Additional Services compensation pursuant to Section 5.1.2 of this Agreement. The Additional Services described in this Article 3 are not included in the scope of Design Consultant's Basic Services for the Project. Design Consultant shall notify the District prior to providing any such Additional Services and in no event not later than fifteen (15) Days after it learns of any circumstance (including, without

limitation, any direction or request by the District) that Design Consultant believes may give rise to performance of Additional Services. The District may in its sole discretion direct the Design Consultant to proceed or not proceed with all or any portion of Additional Services described in Design Consultant's written notice.

**3.1.1.** Except as set forth in Articles 1 or 2 as part of Basic Services, providing planning surveys, Site evaluations, or environmental studies.

**3.1.2.** Providing services beyond those provided for in Articles 1 or 2 of this Agreement to investigate existing conditions or facilities, to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the District.

**3.1.3.** Providing planning, programming and/or educational specification services.

**3.1.4.** Providing financial feasibility studies or other special studies.

**3.1.5.** Preparing revisions to the documents during the Schematic Design, Design Development or Construction Documents Phases, when these revisions are: (i) necessary to implement changes, additions, or deletions to a Project that are requested and approved by the District in writing; (ii) the result of issuance by the District of written directives or instructions that conflict with prior written directives or instructions by the District; (iii) necessitated by the enactment or revision of codes, laws or regulations where such enactment or revision could not have been reasonably foreseen by Design Consultant; or (iv) due to the District's failure to render decisions in a timely manner; provided, however, that under no circumstances shall the Design Consultant be paid Additional Services compensation to the extent due to: (a) its or its Subconsultant's errors, omissions, conflicts, ambiguities or violation of applicable laws; or (b) modifications to the Drawings, Specifications or other Design Documents prepared by Design Consultant or its Subconsultants in accordance with Paragraphs 2.2.4, 2.3.4, 2.4.7 or 2.5.4 to bring the Construction Cost within the Project Construction Budget.

**3.1.6.** Providing services related to future facilities, systems and equipment that are not intended to be constructed during the Construction Phase.

**3.1.7.** Providing detailed quantity surveys or inventories of material, equipment and labor.

**3.1.8.** Making investigations or taking inventories of materials or equipment or making valuations and detailed appraisals of existing facilities.

**3.1.9.** Providing analyses of owning and operating costs (except as needed to prepare energy calculations, which are deemed part of Basic Services).

**3.1.10.** Providing perspective drawings, models and mock-ups, including slides thereof.

**3.1.11.** Providing services as necessary to correct Defective Work not caused or created by any errors, omissions, conflicts, ambiguities, or violations of Applicable Laws in the Design Documents prepared by Design Consultant or its Subconsultants.

**3.1.12.** Providing extensive assistance in the selection or utilization of any equipment or system; preparing operation and maintenance manuals; and training personnel for operation and maintenance.

**3.1.13.** Providing services for the Project after Final Completion of such Project, except as such services that relate to the Warranty Observation Phase described in Section 2.7.2 of this Agreement.

**3.1.14.** Providing services in connection with a pending public hearing, mediation, arbitration proceeding, or legal proceeding, except where: (i) the Design Consultant is Party thereto; or (ii) the Design Consultant is a Party to any related proceeding in which Design Consultant is alleged to be responsible for a Loss that is the subject of such pending public hearing, mediation, arbitration proceeding or legal proceeding; or (iii) the Design Consultant is a percipient witness (in which case the Design Consultant shall be entitled to witness fees and costs as allowed by law); or (iv) it is alleged by one or more parties to the pending public hearing, mediation, arbitration proceeding, or legal proceeding that the negligent, reckless or willful acts, omissions or other conduct of Design Consultant or its employees, agents, Subconsultants or representatives have caused or contributed to the claims, damages, and/or demands asserted in the pending public hearing, mediation, arbitration proceeding, for legal proceeding, then such services shall be provided to the District at no cost.

**3.1.15.** Providing Expert Witness services in connection with a pending public hearing, mediation, arbitration or legal proceeding where Design Consultant is not a named Party.

**3.1.16.** Providing services made necessary by the termination of a Contractor, but only to the extent such services exceed the level of service that would have been provided in the absence of such termination.

**3.1.17.** Providing services to make revisions in approved Schematic Design, Design Development or Construction Documents due to inaccuracy in any surveys, test data or other information provided by the District pursuant to Section 4.2 of this Agreement.

**3.1.18.** Performance of any design service expressly excluded from a Project Authorization.

**3.1.19.** Services for the Warranty Observation Phase in excess of those provided for in Section 2.7.2, above. Master Planning services regarding the District Projects defined in this Agreement.

**3.1.20.** Preparation of design and documentation for alternate bid or proposal requests proposed by the District.

**3.1.21.** Providing the services of special inspectors unless included in a Project Authorization.

**3.1.22.** Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect.

## 3.2. DISPUTES

**3.2.1.** **Notice and Waiver of Compensation by Design Consultant.** Except as provided in Paragraph 3.2.2 below, Design Consultant's failure to notify the District in writing and secure the District's approval of said Additional Services prior to performing Additional Services shall be deemed a waiver of Design Consultant's right to compensation for such Additional Services performed without written authorization, unless otherwise agreed upon in writing by the District.

**3.2.2.** **Disputed Additional Services.** If a dispute arises as to whether any service constitutes an Additional Service or a Basic Service, the Design Consultant will nevertheless promptly perform such services, if requested to do so in writing by the District, in which case neither the District's request, Design Consultant's performance nor the acceptance of such disputed services by the District will constitute or be deemed to be a waiver on the part of the District or the Design Consultant of its rights with respect to the appropriate classification of the services rendered. District shall continue to pay Design Consultant for all undisputed services during the pendency of any dispute.

## ARTICLE 4.
## DISTRICT RIGHTS AND RESPONSIBILITIES

### 4.1. ADMINISTRATION

**4.1.1. Responses.** The District shall promptly respond to Design Consultant's submittals and requests for decisions, approvals or information; provided, however, that no failure by District to respond shall entitle Design Consultant to an adjustment of a Project Schedule unless District has failed to respond within seven (7) Days to a written notice by Design Consultant to the District expressly stating that a response is overdue and specifically informing the District that a response is necessary in order to avoid a delay to a Project Schedule.

**4.1.2. Specialty Consultants.** The District shall furnish the services of Specialty Consultants for design reviews and other services which the Design Consultant is not required to provide pursuant to Article 2 of this Agreement.

**4.1.3. Revisions by the District.** The District reserves the right exercised in its sole discretion to revise the Project Budget, Project Construction Budget and Project Schedule. Design Consultant's sole and exclusive right to additional compensation and/or extension of time for such revisions shall be as set forth in this Agreement.

### 4.2. SURVEYS AND REPORTS

**4.2.1. General.** The District shall furnish such structural, mechanical, electrical, chemical, hazardous materials, soils and other tests, inspections and reports as required by Applicable Laws or by the Contract Documents and which are not required to be furnished by the Design Consultant under this Agreement or by the Contractor under the Contract Documents.

**4.2.2. Surveys, Legal Restrictions.** If required for the performance of the Design Consultant's services, the District shall furnish a land survey of the Site, giving (as applicable) grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; locations, dimensions and floor elevations pertaining to existing buildings, other improvements and trees; and information in the District's possession concerning available service and utility lines, both public and private.

**4.2.3. Geotechnical.** The District shall furnish geotechnical data and reports, or employ Specialty Consultants to provide such data or reports, when reasonably deemed necessary by the Design Consultant, including test logs, soil classifications, soil bearing values and other data and information necessary to define subsoil conditions.

**4.2.4. District Expense.** The services, information, surveys and reports required by this Article 4 shall be furnished at the District's expense.

**4.2.5. Reliance on Documents Provided by the District.** Design Consultant shall be entitled to rely upon the accuracy and sufficiency of the documents provided by the District in performing its obligations under this Agreement. In the event that the information contained in such documents is found to be inaccurate, incomplete or insufficient, or in the event that other surveys, data, reports or information, known or unknown, although available to the District, were not provided, even if such information if disclosed, would have been material to Design Consultant's performance of this Agreement, the District shall have no liability to Design Consultant, other than for payment for authorized Additional Services necessary to correct

Design Documents. Design Consultant shall not be entitled to damages for breach of contract.

**4.2.6.** **District Consultants**. Except for the Design Consultants retained by the Design Professional, the District shall furnish all legal, accounting, insurance and other consulting services as may be necessary to meet the District's needs for the Project.

## ARTICLE 5.
## COMPENSATION

**5.1.** **COMPENSATION.**

**5.1.1.** For designated services, compensation shall be determined in advance by the Design Consultant and the District, and set forth in an executed Project Authorization.

**5.1.2.** For Additional Services, unless otherwise agreed upon by the Parties, Design Consultant shall bill based upon the rates as stated on the Design Consultant's Hourly Rate schedule which shall be attached to the Project Authorization. The rates shall remain the same for the duration of each project. Design Consultant shall, if requested by the District prepare a proposal for any additional services and/or adhere to any not-to-exceed limit reasonably requested by the District.

**5.2.** **CONSTRUCTION PHASE CHANGES.** The Compensation for the Basic Services for the Project is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of the Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Design Consultant or its Subconsultants to timely and completely perform the Basic Services. If services of the Design Consultant or its Subconsultants are required in connection with Changes during the Construction Phase of the Project which do not result from errors, omissions or other defects in the Design Documents or failures of the Design Consultant or its Subconsultants to timely and completely perform the Basic Services, the Compensation will be equitably adjusted by an amount equal to the lesser of eight (8%) percent of the Construction Costs of such Changes or the time of the Design Consultant and/or its Subconsultants reasonably necessary to provide design and related support services for such Changes multiplied by the applicable hourly rate(s) set forth in the Rate Schedule included in the Project Authorization. If a Change during the Construction Phase of the Project is the result of errors, omissions or other defects in the Design Documents or failures of the Design Consultant or its Subconsultants to timely and completely perform the Basic Services, services required of the Design Consultant or its Subconsultants in connection with such Change shall not result in adjustment of the Compensation.

**5.3.** **REIMBURSABLE EXPENSES**. The Compensation for Design Consultant's Basic Services for the Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Design Consultant to perform the Basic Services including without limitation expenses for postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the offices of the Design Consultant and its Subconsultants to the Site, the District's Administrative offices and within the counties noted above. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.

**5.4.** **RECORDS**. Accurate and detailed records of Reimbursable Expenses pertaining to the Project shall be maintained in an orderly manner on the basis of generally accepted accounting practices and shall be available at Design Consultant's office and at the District's request, shall be brought by Design Consultant for inspection, auditing and/or copying by the District and its representatives pursuant to Article 7 of this Agreement.

## ARTICLE 6.
## PAYMENTS

## 6.1. APPLICATIONS FOR PAYMENT

**6.1.1. Monthly Applications.** Design Consultant shall submit an invoice, monthly to the District, accompanied by such documentation as required by this Agreement, setting forth in detail the: (i) invoices, shall be based upon the percentage of work performed in the previous month and shall not exceed the total portion of the Compensation apportioned set forth in paragraph 5.1, above; (ii) Progress payments for Basic Services shall be based on the percentage of Basic Services performed in the previous month and shall not exceed the allocated percentage for each phase of the Basic Services set forth in paragraph 6.2.1, below; (iii) compensation for authorized Additional Services rendered; and (iv) authorized Reimbursable Expenses incurred and paid during the previous month.

**6.1.2. Accompanying Documentation.** Invoices submitted for payment shall be accompanied by a detailed summary description of the progress of performance to date, (a) a description of the status of completion of Basic Services by percent complete; (b) a description of the percent complete of any Additional Services and summary of hours worked; (c) Reimbursable Expenses incurred during the previous 60-Day period of time accompanied with backup documentation, invoices, receipts and other documentation reasonably requested, by the District to verify the amounts of Reimbursable Expenses for which reimbursement is sought for the Invoice submitted for payment.

## 6.2. PAYMENTS

Payments of undisputed sums due shall be made by District monthly within thirty (30) Days after receipt by the District of a proper and timely Invoice.

## 6.3. PAYMENT DISPUTES

Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due the Design Consultant under any billing invoice submitted by the Design Consultant under this Agreement, pursuant to Civil Code, section 3320 subdivision (a), (*Contracts for public works of improvement; progress and final retention payments to prime design professionals; dispute; penalty; nature and application),* the District may withhold from payment to the Design Consultant an amount not to exceed one hundred and fifty (150%) percent of the disputed amount.

In the event of any good faith dispute as to whether a particular payment or a portion of a particular payment is owed or not owed by the District to Design Consultant under this Agreement, the District shall have the right to do either of the following: (i) make all or part of such disputed payment to Design Consultant without prejudice to the District's right to contest the amount so paid; or (ii) withhold from payment to the Design Consultant an amount not to exceed one hundred and fifty (150%) percent of the disputed amount. Pursuant to Civil Code section 3320 subdivision (a), should the District withhold all or a portion of any payment invoiced by Design Consultant, the District shall so notify Design Consultant in writing of the reasons, therefore. From and after Design Consultant's receipt of such notice, the District and Design Consultant shall use their good faith efforts to resolve their dispute within sixty (60) Days, provided however, that if the dispute is not resolved, the District may continue to hold amounts in dispute and Design Consultant shall not be entitled to terminate this Agreement or suspend its services hereunder on account of such nonpayment. In any action for the collection of amounts withheld in violation of this section, the prevailing Party is entitled to his or her reasonable attorney's fees and costs. If District chooses to proceed under Clause (i) of this Section 6.3 and it is subsequently determined that District overpaid Design Consultant, Design Consultant shall refund to District the amount of such payment.

# ARTICLE 7.
# DESIGN CONSULTANT'S RECORDS AND FILES

## 7.1. RECORDS

**7.1.1. Maintenance of Project Books and Records.** Design Consultant and its Subconsultants shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by the District to verify the scope or charges for any services provided under this Agreement. Design Consultant and its Subconsultants shall maintain such records in sufficient detail to permit the District, the District's independent auditors, or a designee of any of them, to thoroughly evaluate and verify the nature, scope, value and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the Project for a period of four (4) years after the later of termination of this Agreement or Final Completion of the Project.

**7.1.2. Audit of Records.** The District, District's independent auditors, or their designees shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred in Design Consultant's and its Subconsultants' performance of this Agreement, including, without limitation, verification of the amounts and tasks performed for all time expended that is charged to the District on an hourly basis. Such right to audit shall include inspection at all reasonable times at the Design Consultant's offices or facilities. In addition, Design Consultant shall, at no cost or expense to the District, furnish facilities and cooperate fully with the audit. Upon request, Design Consultant shall provide reproducible copies of books, records and other documents in the possession of Design Consultant and its Subconsultants that are applicable to this Agreement for reproduction by the District, or their designee.

**7.1.3. Audit Reimbursement.** To the extent that an audit by the District, District's independent auditors, or their designees disclose excess charges inaccurately or improperly attributed to this Project by the Design Consultant and such audit is subsequently determined to be correct, Design Consultant agrees to remit the amount of the overpayment to the District, together with interest thereon at a rate that is the lesser of ten (10%) percent per annum or the maximum rate allowable by law, within thirty (30) Days after demand. If such audit discloses an overcharge of five (5%) percent or more of the total amount invoiced to the District for any year audited, and such audit is subsequently determined to be correct, Design Consultant shall pay the actual cost of such audit, which cost, in the case of audits conducted by the District using in house staff, shall be computed on the basis of two (2) times the direct payroll of the audit staff completing the audit and audit report.

**7.1.4. Privileged Communications.** Design Consultant acknowledges that in the course of its services under this Agreement it will be necessary for Design Consultant or its Subconsultants to communicate with the District's attorneys, including special legal counsel, or receive or perform work at the request of District's counsel, and that such work product and communications shall be protected by the attorney-client and attorney work product privileges and shall be maintained in confidence by Design Consultant and its Subconsultants, except as authorized in writing by District's counsel, or designee.

**7.1.5. Subconsultants.** Design Consultant shall include the provisions of this Section 7.1 in all contracts it enters into with Subconsultants.

## ARTICLE 8.
## TERM; TERMINATION OF AGREEMENT

**8.1. TERM.**

The Term of this Agreement shall commence upon the District and the Design Consultant each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this agreement by the District's Board of Trustees ("Term"). This Agreement shall be in effect unless terminated prior thereto under the provisions of this Article 8. In the event that Project construction is not completed or the District shall not have issued Final Payment to the Contractor as of the Termination Date through no fault or neglect of Design Consultant, or its Subconsultants, the Termination Date shall be extended and Basic Services provided by Design Consultant following the Termination Date shall be in accordance with the Rate Schedule attached to the Project Authorization. If Project construction is not completed by the Termination Date and delayed completion of Project construction is caused in whole or in part by: (a) the acts, omissions or other conduct of the Design Consultant or any Sub consultant; (b) delayed review and/or approval by DSA or other government authorities; or (c) acts of God, the Termination Date shall be extended commensurate with the number of calendar Days attributed to (a), (b), and/or (c) above ("the Extended Duration"). During the Extended Duration, the Design Consultant shall continue to provide or perform the Basic Services without adjustment of the Compensation.

**8.2. TERMINATION BY THE DISTRICT**

**8.2.1.** **For Cause**. If the District determines that Design Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement (or of any Project) for cause. This termination shall be effective if Design Consultant does not begin to cure its failure to perform within ten (10) Days (or longer, if authorized in writing by District) after receipt of a notice of intention to terminate from the District specifying the failure in performance. If a termination for cause does occur, the District will have the right to withhold monies otherwise payable to Design Consultant to the extent caused by the Design Consultant's cited failure to perform. If the District incurs additional costs, expenses or other damages due to the negligent failure of Design Consultant to properly perform pursuant to this Agreement, these costs, expenses or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted; the balance will be paid to Design Consultant upon Final Completion of the Project. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, Design Consultant shall be liable to the District for the difference. The provisions of this Paragraph 8.2.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity.

**8.2.2.** **For Convenience**. The District may terminate or suspend performance of all or part of this Agreement (or of any Project) for convenience and without cause at any time upon ten (10) Days' written notice to Design Consultant, in which case the District will pay Design Consultant as provided in Article 5 for all Basic Services and authorized Additional Services performed, and all authorized Reimbursable Expenses incurred and paid (excepting any disputed amounts), under and in accordance with this Agreement up to and including the date of termination. Such payment shall be Design Consultant's sole and exclusive compensation and the District shall have no liability to Design Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

**8.2.3.** **Deletion of Services**. In the event of termination by the District, for cause or convenience, of a portion of the Project, then the Design Consultant's fixed or maximum compensation for Basic

Services for the portions of Project or services not so terminated shall be equitably adjusted to reflect the resulting reduction in Design Consultant's scope of Basic Services.

## 8.3. TERMINATION BY DESIGN CONSULTANT

**8.3.1. Termination of the Agreement.** Design Consultant may terminate this Agreement:

1. If the District fails to make any undisputed payment to Design Consultant when due in accordance with this Agreement and such failure remains uncured for thirty (30) Days after written notice to the District of such default and of Design Consultant's intent to terminate; or

2. If the Project is abandoned by the District for more than sixty (60) consecutive Days, Design Consultant may terminate this Agreement upon thirty (30) Days' notice to the District, provided the District does not reactivate the Project within such thirty (30) Day period. If the Project is reactivated and this Agreement is still in full force and effect, Design Consultant's compensation and time for performance shall be equitably adjusted to provide for reasonable expenses incurred by Design Consultant and delays which are directly attributable to the interruption and resumption of service.

**8.3.2. Payment for Services.** In the event of a termination of this Agreement by Design Consultant in accordance with this Section 8.3, the District's obligation shall be to pay Design Consultant an amount for its Basic Services, Additional Services, and Reimbursable Expenses calculated in accordance with Paragraph 8.2.2 of this Agreement. Such payment shall be Design Consultant's sole and exclusive compensation and the District shall have no further liability or obligation to Design Consultant for any other compensation or damages, including, without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

# ARTICLE 9.
# INDEMNIFICATION AND INSURANCE

## 9.1. INDEMNIFICATION

To the fullest extent permitted by law, Design Consultant agrees to defend, indemnify and hold harmless, the District, its Board of Trustees, and each of their respective members, officers, employees, agents, and volunteers ["Indemnitee(s)"], through legal counsel reasonably acceptable to the District, from any and all losses, liabilities, claims, damages and costs to the extent that the claims against Indemnitee(s) arise out of or are attributable, in whole or in part, to the negligence, recklessness, or willful acts or omissions of Design Consultant or its Subconsultants, or their respective employees, agents, representatives or independent contractors. The Design Consultant's obligation to pay the Indemnitees' reasonable attorneys' fees and costs shall be limited to the reimbursements for reasonable attorney fees and costs incurred by Indemnitees in defending actions after a final determination of and to the extent the claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Design Consultant and/or its Subconsultants. The foregoing notwithstanding, the limitation to Design Consultant's reimbursement of reasonable attorney fees and costs to the Indemnitees shall be governed by California Civil Code section 2778 or section 2782.8, which are incorporated herein by reference in their entirety. Further, the limitation to Design Consultant's reimbursement of reasonable attorney fees and costs to the Indemnitees shall not act as a limitation of the Design Consultant's obligation to provide services pursuant to Paragraph 3.1.15, above. The Design Consultant's obligations hereunder shall survive the Design Consultant's completion of services and obligations hereunder or the earlier termination of the Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

The Indemnitees shall be entitled to the defense and indemnification provided for hereunder except to the extent the loss, liability, claim, damage or cost is in part caused or contributed to by the acts or omissions of an Indemnitee; provided, however, that nothing contained herein shall be construed as obligating Design Consultant to indemnify any Indemnitee for any loss, liability, claim, damage or cost to the extent resulting from that Indemnitee's negligence or willful misconduct.

To the fullest extent permitted by law, the District agrees to defend, indemnify and hold harmless, the Design Consultant, from any and all losses, liabilities, claims, damages and costs arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of the District, and those of the District's Trustees, officers, employees, agents and volunteers arising from the Project that is subject to this Agreement; provided, however, that nothing contained herein shall be construed as obligating the District to indemnify any Design Consultant for any loss, liability, claim, damage, or cost to the extent resulting from that Design Consultant's, or its Subconsultants', or their respective employees,' agents,' representatives' or independent contractors,' negligence or willful misconduct, omissions, errors and/or other conduct. The District's obligation to pay Design Consultant's attorneys' fees and costs shall be limited to the reimbursements for attorney fees and costs incurred by the Design Consultant in defending actions to the extent caused by the negligence, recklessness or the willful misconduct of the District.

## 9.2. INSURANCE

**9.2.1. Basic Insurance Requirements.** Prior to commencing Work, Design Consultant and each of its Subconsultants shall procure and maintain insurance at Design Consultant's and its Sub consultant's, as applicable, own cost and expense against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services by Design Consultant, its agents, representatives, employees, or Subconsultants. Contractor engaged for a Project referenced in this Agreement shall be responsible for obtaining and maintaining Builder's Risk insurance to remain in place throughout the construction phase.

1. Without in any way affecting the indemnity provided in or by Section 9.1, Design Consultant shall secure before commencement of the Work the types and amounts of insurance specified in this Section 9.2.

2. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII unless otherwise approved by the District.

3. Each insurance coverage required by this Section 9.2 shall be endorsed to state that coverage shall not be canceled except after thirty (30) Days prior written notice has been given to the District in accordance with the notice provisions of this Agreement.

**9.2.2. Minimum Limits of Insurance**. Design Consultant and each of its Subconsultants (unless the District shall agree in writing for a different Limit of Insurance for certain Subconsultants) shall obtain insurance of the types and in the amounts described below:

1. Commercial General Liability Insurance (CGL) with a limit of not less than $1,000,000 each occurrence/$2,000,000 in the annual aggregate.

2. Any Automobile Liability Insurance with a limit of not less than $1,000,000 each accident.

3. Professional Liability (Errors and Omissions) Insurance with a limit not less than $2,000,000 per claim/$4,000,000 in the annual aggregate.

4. Workers' Compensation Insurance as required by the state of California.

5. Employer's Liability Insurance in the amount of $1,000,000 per accident for bodily injury or disease.

9.2.2.1. Minimum Scope of Insurance.

1. CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

2. Business Automobile Insurance shall cover liability arising out of any automobiles (including owned (if any), hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. Unless waived by the District in writing, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project, and two (2) additional years if such coverage is available to Design Consultant. The "retro date" must be shown and must be before the date of execution of this Agreement by the District and Design Consultant.

9.2.3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in excess of One Hundred Thousand dollars/no cents ($100,000.00) must be declared to and approved by the District, which approval may be granted or withheld in the sole discretion to District. In the event that the District does not approve of such deductible or self-insured retentions, then at the option of the District, exercised in its sole discretion, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees or volunteers; or (ii) Design Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of any losses and related investigation, claim administration and defense expenses.

9.2.4. Other Insurance Provisions. The Commercial General Liability and Automobile Liability policies required by this Agreement are to contain, or be endorsed to contain, provisions equivalent to the following:

1. The District, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to: (i) liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the insured; (ii) liability arising out of work or operations performed by or on behalf of Design Consultant and its Subconsultants including materials, parts or equipment furnished in connection with such services, work or operations; and (iii) liability for occurrences, acts or events covered by the Design Consultant's CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage. District and other additional insureds mentioned in this Paragraph 9.2.4.1 shall not, by reason of their inclusion as additional insured, become liable for any payment of premiums to carriers for such coverage.

2. For any claims related to this Project, insurance coverage shall be primary as it

respects to the District, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it.

**9.2.5. Waiver of Subrogation**. For Commercial General Liability, Workers' Compensation, and Employer's Liability insurance the insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and volunteers for and losses arising from activities and operations of an insured in the performance of services under this Agreement.

**9.2.6. Lapse in Coverage**. If Design Consultant or any Sub consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. The District, at its sole option, may terminate this Agreement and obtain damages from Design Consultant resulting from said breach. Alternatively, the District may purchase such coverage (but has no obligation to do so), and without further notice to Design Consultant, the District may deduct from sums due to Design Consultant any premium costs advanced by the District for such insurance.

**9.2.7. Verification of Insurance**. Design Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this Section 9.2. The certificates for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on the District's forms or forms reasonably approved by the District or reasonably commercially available. All certificates and endorsements are to be received and approved by the District before work under this Agreement commences. The District reserves the right to require complete copies of all required insurance policies at any time, including endorsements affecting the coverage required by these specifications. The District shall have the right to retain a copy of such policy provided that reasonable steps will be taken by the District to restrict review of such policies to representatives of the District.

**9.2.8. Duration of Coverage**. The insurance coverage required herein shall be maintained without interruption, for a period of three (3) years after Final Completion of the Work of the Project.

**9.2.9. Subconsultants**. Subconsultants shall be required by their sub consulting agreements to maintain insurance on the same terms and under the same coverage as required of Design Consultant under this Agreement.

## ARTICLE 10.

## DISPUTE RESOLUTION

**10.1. RESOLUTION OF CLAIMS.** All claims, disputes or other matters in controversy between the Design Consultant and the District arising out of or pertaining to the Project or this Agreement (hereinafter "Claims") shall be resolved by the Parties in accordance with the provisions of this Article 10, in lieu of any and all rights under the law that either Party may have to have its rights adjudged by a trial court or jury. All Claims shall be subject to the Claims Dispute Resolution Process set forth in this Article 10, which shall be the exclusive recourse of Design Consultant and the District for determination and resolution of Claims.

**10.2. RESOLUTION OF OTHER DISPUTES.** Disputes between the District and Design Consultant that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the state of California, County Sacramento, and shall not be subject to the Claims Dispute Resolution Process.

## 10.3. CLAIMS DISPUTE RESOLUTION PROCESS

**10.3.1. Continuation of Design Consultant Services.** Except in the event of the District's failure to make undisputed payment of the Compensation due Design Consultant for the Project, notwithstanding any disputes between the District and Design Consultant hereunder or in connection with the Project, Design Consultant and the District shall each continue to perform their respective obligations hereunder; including the obligation of the Design Consultant to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

**10.3.2. Direct Negotiation.** Designated representatives of the District and Design Consultant shall meet as soon as possible (but not later than ten (10) Days after receipt of a written Claim) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves an assertion of a right or claim by a Sub consultant against Design Consultant that is in turn being asserted by Design Consultant against the District, then such Subconsultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiation and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code sections 1119 and 1152.

**10.3.3. Mandatory Mediation**. If the Claim remains unresolved after direct negotiations, all claims, disputes and other matters in controversy between the Design Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Design Consultant commencing arbitration proceedings pursuant to Paragraph 10.3.4 below.

**10.3.4. Government Code Claim Requirements**. Pursuant to Government Code section 930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Design Consultant against the District for money or damages, including, without limitation, a Demand for Arbitration, shall be deemed a "suit for money or damages" and shall be subject to the provisions of Government Code sections 945.4, 945.6 and 946. Notwithstanding the resolution of disputes pursuant to the arbitration provisions set forth in this Paragraph 10.3.4, any claim, demand, dispute, disagreement or other matter in controversy between the Design Consultant and the District shall first be presented to the District and acted upon or deemed rejected by the District in accordance with Government Code section 900, et seq., as an express jurisdictional condition precedent to the Design Consultant's commencement of arbitration proceedings or litigation in any other forum.

**10.3.5. Arbitration**. All claims, disputes or other matters in controversy between Design Consultant and the District arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth in Paragraph 10.3.3 above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration, as modified herein. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure section 1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure section 1296

and Rule R-47 of the AAA Construction Industry Arbitration Rules shall be invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure sections 1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure section 1283.05, shall be applicable, and the same shall be deemed incorporated herein by this reference. If any claim or dispute is asserted by the Contractor, the Construction Manager or the District relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the Design Consultant hereunder or the Instruments of Service prepared by or through the Design Consultant, Design Consultant and District agree that any arbitration proceedings initiated between Design Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Design Consultant, or the Contractor, the Construction Manager. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Site.

## ARTICLE 11.
## MISCELLANEOUS

### 11.1. NON-DISCRIMINATION IN SERVICES

**11.1.1.** Design Consultant shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of Applicable Laws. For the purpose of this Section 11.1, discrimination in the provision of services may include, but is not limited to the following:

**1.** Denying any person any service or benefit or the availability of a facility.

**2.** Providing any service or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.

**3.** Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service.

**4.** Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

**5.** Treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

**11.1.2.** Design Consultant shall ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

**11.1.3.** Design Consultant shall establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Design Consultant of a complaint with respect to any alleged discrimination in the provisions of services by Design Consultant's personnel. At any time, any person applies for services under this Agreement, he or she shall be advised by Design Consultant of these procedures. A copy of such procedures shall be posted by Design Consultant in a conspicuous place, available and open to the public, in each of Design Consultant's facilities where services are provided hereunder.

**11.2.** **NOTICE FORM AND DELIVERY** All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways:

(i) on the date delivered if delivered personally;

(ii) on the third (3rd) business Day after the deposit thereof in the United States mail, first class postage prepaid, and addressed as hereinafter provided;on the date it is accepted or rejected if sent by certified mail.

(iii) by email if agreed upon by the Parties in writing.

**11.3.** **Notice Recipients**. All notices, demands or requests shall include the Contract Number, Project name, and date of this Agreement, and shall be addressed to the Parties as follows:

If to District:
**Oakland Unified School District**
**955 High Street, Oakland, CA 94601**

If to Design Consultant:
**Loving Campos Associates Architects Inc. dba LCA Architects, Inc.**
**1970 Broadway, Suite 800**
**Oakland, CA 94612**

**11.4.** **GOVERNING LAW; INTERPRETATION**. This Agreement shall be governed and interpreted in accordance with the laws of the state of California in accordance with its fair meaning and not strictly for or against the District or Design Consultant.

**11.5.** **NUISANCE**. Design Consultant shall not maintain, commit or permit the maintenance or commission by its personnel of any nuisance in connection with the performance of services under this Agreement.

**11.6.** **HAZARDOUS SUBSTANCES**. If Design Consultant becomes aware that a Hazardous Substance is on Site, or on a campus related to the Project that has not been previously identified as requiring remediation or other action, the Design Consultant shall immediately notify the District in writing describing in detail the conditions encountered. Design Consultant's obligation hereunder shall be limited to reporting Hazardous Substances of which Design Consultant or its Subconsultants acquire actual knowledge. Design Consultant shall not have an affirmative duty to identify or locate any Hazardous Substance.

**11.7.** **WAIVER**. Provisions of this Agreement may be waived by the District only in writing and signed by the Superintendent or designee stating expressly that it is intended as a waiver of specified provisions of this Agreement. A waiver by either Party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

**11.8.** **NO THIRD PARTY RIGHTS**. Except for the indemnity and insurance requirements of Article 9 herein, nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third party beneficiary of any right, obligation or cause of action created by this Agreement, by operation of law, or conduct of the Parties.

**11.9.** **CUMULATIVE RIGHTS; NO WAIVER**. Duties and obligations imposed by this Agreement and rights and

obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District or Design Consultant hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.

**11.10. ENTIRE AGREEMENT**. This Agreement represents the entire Agreement with the District and Design Consultant for furnishing of services to the Project and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instrument signed by both the District and Design Consultant, and formally approved or ratified by the Board of Trustees.

**11.11. SEVERABILITY**. In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining provisions shall not be affected.

**11.12. SUCCESSORS AND ASSIGNS**. This Agreement shall be binding upon the District and Design Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by Design Consultant without the prior written consent and approval of District, which may be granted or withheld in District's sole discretion.

**11.13. CONFIDENTIALITY**. Design Consultant shall treat all confidential information and data identified as confidential and furnished to it by the District or any other Project Team member or otherwise obtained or prepared by Design Consultant concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with Design Consultant's performance of this Agreement or any governmental filings or applications. The foregoing obligations shall not prevent Design Consultant from disclosing only those portions of confidential information that are required to be disclosed by law, government regulation, rule, ethical obligation, subpoena or court order, provided that Design Consultant provides reasonable prior notice to the District of such required disclosure and takes reasonable lawful measures to avoid or minimize such disclosure, including providing reasonable assistance to District with respect to any appropriate action that District may decide to take. Design Consultant shall not engage in or permit any public references or statements to the Project, the District or Design Consultant's services hereunder, including, without limitation, referring to the same in advertising or promotional brochures or materials or granting interviews to broadcast, print or other media, without the prior written consent of the District, which may be granted or withheld in the sole discretion of the District. The provisions of this Article 11.13 shall survive any termination of this Agreement.

**11.14. INDEPENDENT CONTRACTOR**. Design Consultant is and shall at all times remain as to the District a wholly independent contractor. Neither the District nor any of its agents shall have control over the conduct of Design Consultant or any of Design Consultant's officers, agents or employees, except as herein set forth. Design Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the District.

**11.15. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS**. n the performance of this Agreement, Design Consultant shall comply with all applicable provisions of the California Fair Employment Practices Act (Government Code, §§ 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S. C. 200e -217), whichever is more restrictive.

**11.16. PERMITS AND LICENSES**. Design Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all required business and professional permits, licenses and certificates necessary for Design Consultant to perform its services.

**11.17. CONFLICTS OF INTEREST**. Design Consultant agrees not to accept any employment or representation

during the term of this Agreement which is or may likely make Design Consultant "financially interested" (as provided in Gov. Code, §§ 1090 and 87100) in any decision made by the District on any matter in connection with which Design Consultant has been retained pursuant to this Agreement.

**11.18. MARGINAL HEADINGS; CAPTIONS. MARGINAL HEADINGS; CAPTIONS**. The titles of the various Paragraphs of this Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Design Consultant and the District hereunder.

**11.19. EXHIBITS**. The following Exhibits are attached hereto and incorporated herein by this

reference Exhibit "A" - Sample Project Authorization
Exhibit "B" - Certification Re Financial Relationship Disclosure (Design Consultant) Exhibit "C" – Iran Contracting Certification

**11.20. DEFINITIONS**

**11.20.1. Acceptance**. The point that the Work is accepted by the Board of Trustees. Acceptance shall not constitute evidence or confirmation of Substantial Completion or Final Completion if in fact the Work is not Substantially Complete or Finally Complete on the date of such Acceptance.

**11.20.2. Addendum**, Addenda. Written or graphic information (including, without limitation, Drawings or Specifications) prepared and issued prior to the receipt of the Contractor's Bid for the Project, which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

**11.20.3. Applicable Laws**. All applicable federal, state and municipal laws, statutes, building codes, ordinances and regulations of Governmental Authorities having jurisdiction over the Project, Work, Site, the District, Design Consultant, including, without limitation, Environmental Laws, and all ordinances, rules and regulations enacted by the District.

**11.20.4. As-Built**. The documents prepared by Contractor, and subject to review and reasonable verification and approval by Design Consultant, showing the condition of the Work of the Project as actually built, including, without limitation, the locations of mechanical, electrical, plumbing, HVAC or similar portions of the Work that are shown diagrammatically in the Contract Documents.

**11.20.5. Bid Documents**. The collection of documents prepared and issued for the purpose of soliciting Bids or proposals for construction of Work.

**11.20.6. Change Order.** A written instrument signed in accordance with the requirements of the General Conditions of a construction contract, describing an adjustment in the Contract Sum or Contract Time, or both. The term "Change Order" encompasses both mutually executed and unilaterally issued Change Orders.

**11.20.7. Construction Contract.** A written contract executed between the District and Contractor for construction of a portion or all of the Work of the Project or a collection of Projects.

**11.20.8. Construction Costs.** The total costs to construct those elements of the Project designed or specified by Design Consultant. Construction Costs do not include any of the following: (i) the cost of professional services to be rendered by Design Consultant, Subconsultants, Specialty Consultants, Construction Manager; (ii) land acquisition costs; (iii) finance costs; (iv)

District's administrative costs; and (v) legal fees and costs.

**11.20.9. Contract Documents.** Without limitation, the collection of documents that are to be the Contract Documents governing a Contractor's performance of the Work of the Project.

**11.20.10. Contract Time**. The total number of Days set forth in a Construction Contract within which Substantial and/or Final Completion of the Work of the Project must be achieved by Contractor, including approved extensions of time permitted under the terms of the Contract Documents.

**11.20.11. Contractor.** An individual or firm under contract with the District to serve as the general contractor for construction of all or a portion of the Work of the Project; may also be referred to as "Separate Contractor" where multiple trade contracts will be utilized for the completion of the Project.

**11.20.12. Day.** Whether capitalized or not, unless otherwise specifically provided, means calendar Day, including weekends and legal holidays.

**11.20.13. Defective Work.** Work by a Contractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable Laws, the Contract Documents, the directives of the District, Design Consultant or the Project Inspector or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

**11.20.14. Delay.** Whether capitalized or not, includes any circumstances involving disruption, hindrance or interference in the performance of the Work of the Project.

**11.20.15. Design and Construction Project Team**. The following Project Team members: District, Project Inspectors, Contractors, Subcontractors, Design Consultants, Subconsultants, Specialty Consultants and Separate Contractors.

**11.20.16. Design Costs.** The costs to the District for conceptual, schematic, design development, construction documents and construction administration services required for completed design, engineering, administration and management by Design Consultant and Specialty Consultants.

**11.20.17. Design Documents.** All plans, drawings, tracings, specifications, programs, reports, calculations, models and other material containing designs, specifications or engineering information prepared by Design Consultant and Specialty Consultants including, without limitation, computer aided design materials, electronic data files, files and paper copies.

**11.20.18. Drawings.** The graphic and pictorial portions of the Contract Documents prepared by Design Consultant and other Specialty Consultants showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" may be used interchangeably with "Plans."

**11.20.19. Environmental Laws.** Without limitation, any applicable federal, state or local laws, ordinances or regulations relating to the environment, health and safety, Hazardous Substances (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Site, including, without limitation, soil, groundwater and indoor and ambient air conditions, including, without limitation, the following: Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601-9675), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901-6992k), the Hazardous Materials Transportation Act, as

amended (49 U.S.C. § 1801 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1307), the Clean Air Act, as amended (42 U.S.C. §§ 7401-7671et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601-2692), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), 15 U.S.C. §§ 2681-2692 and also 42 U.S.C.
§§ 4851-4856, the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-4846, the Indoor Radon Abatement Act, 15 U.S.C. §§ 2661-2671, and the Safe Drinking Water Act Amendments of 1996, Pub L. No. 104-182, 110 Stat. 1613 (1996) and all similar federal, state, and local statutes and regulations.

**11.20.20. ENR Index**. The construction cost index as published in the Engineering News-Record by the McGraw-Hill Publishing Company or its successors.

**11.20.21. Estimate of Project Construction Costs.** Design Consultant's written estimate of the Construction Costs for the Project.

**11.20.22. Field Order**. A written instrument signed in accordance with the requirements of the General Conditions that directs a Contractor's performance of Work in one of the following categories: (i) over which there is a dispute as to whether the Work is or is not extra work; or (ii) involving extra work which is to be performed without adjustment to the Contract Sum or Contract Time or before agreement on all terms of a Change Order.

**11.20.23. Final Completion, Finally Complete.** The terms "Final Completion" and "Finally Complete" refer, with respect to the Work of the Project or a portion of the Work designated by the District, to the point at which: (i) the entirety of such Work is fully completed, including all minor corrective, or "punch list," items; (ii) all documents required to be submitted by Contractor as a condition of Substantial or Final Completion of such Work have been submitted, (including, without limitation, warranties, guarantees and other Record Documents); (iii) the entirety of such Work and related areas of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufacturer's recommendations and buff dried by machine to bring the surfaces to sheen; and (iv) all conditions set forth in the Contract Documents for Substantial and Final Completion of such Work have been, and continue to be, fully satisfied.

**11.20.24. Hazardous Substance**. The term "Hazardous Substance" refers to, without limitation, the following: (i) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (ii) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

**11.20.25. Project Inspector.** A Division of State Architect certified inspector for the Project pursuant to the Field Act (Ed. Code, § 81130.3, et seq.) and California Code of Regulations.

**11.20.26. Key Personnel.** Those individuals listed in the Project Authorization, and any additions or replacements thereto whose personal performance of services is considered of the essence to the Project.

**11.20.27. Plans**. The graphic and pictorial portions of the Contract Documents prepared by Design Consultant and its Specialty Consultants showing the design, location and dimensions of the Work, including drawings, elevations, details, schedules and diagrams. The term "Plans" may be used interchangeably with "Drawings."

**11.20.28. Project Budget**. The District's written statement of funds available to pay for Project Costs, as developed by District.

**11.20.29. Project Construction Budget.** That portion of a Project Budget that sets forth the District's budget for Construction Costs.

**11.20.30. Project Costs**. The total of all Design Costs, Construction Costs, Specialty Consultants Costs, and other Project-related costs (such as, but not limited to, personnel relocation and temporary facilities costs, fixtures, furniture and equipment (if required)). Project Costs do not include: (i) land acquisition costs; (ii) finance costs; (iii) District administrative costs; or (iv) legal fees and court costs.

**11.20.31. Project Schedule**. A detailed schedule prepared by Design Consultant pursuant to Paragraph 2.1.4 of this Agreement depicting in detail the Design Consultant's proposed schedule for performance of its Basic Services.

**11.20.32. Schedule of Values**. A detailed, itemized breakdown of the Construction Contract Sum, which provides for a fair and reasonable allocation of the dollar values to each of the various parts of the Work of the Project.

**11.20.33. Sub consultant**. A person or firm that has a contract with Design Consultant to perform a portion of the services covered by this Agreement.

**11.20.34. Submittal**. Shop drawings, detailed designs, samples, exemplars, product data, fabrication and installation drawings, lists, graphs, operating instructions, and other similar documents required to be submitted by a Contractor under the Contract Documents.

**11.20.35. Substantial Completion, Substantially Complete.** The terms "Substantial Completion" and "Substantially Complete" refer to the point at which the Work of the Project, or any portion thereof designated by the District, is: (i) sufficiently and entirely complete in accordance with Contract Documents so that such Work can be fully enjoyed and beneficially occupied and utilized for its intended purpose (except for minor items which do not impair the ability to so occupy and use such Work); (ii) receipt by the District of all permits and certificates (such as, but not necessarily limited to, a certificate of occupancy) required to occupy and use the Project; and (iii) all systems included in the Work of the Project are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted and instruction of District's personnel in the operation of the systems has been completed.

**11.20.36. Sustainable Building Guidelines**. Guidelines for sustainable building principles, standards and processes, and related design procedures, criteria and standards developed for the

District as set forth in the Program Design Standards.

**11.20.37. Work**. All labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for a Contractor to perform its obligations under the Contract Documents, including, without limitation, any changes, additions or deletions requested by District, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project or the Project.

## 11.21. APPLICATION OF DEFINITIONS

Definitions of terms that are phrased in the singular shall be deemed to include the plural, and vice versa, where appropriate to the context or circumstances.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement, on the Day and year first above written.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jennifer Brouhard, President, Board of Education — Date: 4/24/2025

Kyla Johnson-Trammell, Superintendent & Secretary Board of Education — Date: 4/24/2025

Preston Thomas (Mar 26, 2025 08:09 PDT)

Preston Thomas, Chief Systems & Services Officer — Date: Mar 26, 2025

James Traber

James Traber, Esq.
Counsel, OUSD — Date: 03/25/2025

**LOVING CAMPOS ASSOCIATES ARCHITECTS INC. DBA LCA ARCHITECTS, INC.**

Signature — Date: 3/24/25

Print Name, Title: CEO

# LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Firm or Team: LCA Architects, INC

The Firm or Team affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our proposal is a detailed narrative and strategy describing how the Firm or Team intends to meet or exceed the District's LBU requirements.

The narrative shall describe previously implemented methods used for successful local business utilization and shall be inclusive of at least three (3) project relevant California K-12 examples.

The narrative shall include our LBU strategy, but not limited, to the following:

- Identified Joint-Venture partnership agreements at the prime and sub level
- An outline of small and local firms with planned partnership(s)
- Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- Other identified opportunities for local and small local utilization

The submitted narrative and strategy will be scored and awarded up to 5 additional points by the District's LBU Consultant.

Minimum Local Business Participation per District Policy can be found in the following link:

https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy

Signature: _____

Date: 3 / 24 / 2025

**Exhibit "A"**

SAMPLE PROJECT AUTHORIZATION

**PROJECT ASSIGNMENT**
**(EXHIBIT A TO AGREEMENT FOR ARCHITECTURAL SERVICES)**

This Project Assignment is executed between Oakland Unified School District ("District") and _____("Architect") pursuant to the Master Agreement for Architectural Services ("Agreement") between the Architect and the District dated _____, 20___. By this reference, the Agreement is incorporated herein as if set forth in full.

**1. Description of Work To Be Performed By Design Consultant**
[[Insert detailed description of Construction Project, and/or other services to be provided by Architect]]

**2. Project Budget** (District's written statement of funds available to pay for all Project Costs) _____Dollars ($_____)

**3. Basic Services.** The Architect will provide the following Basic Services noted below for the above-described Project.

**Basic Services Phases**

- ☐ Schematic Design
- ☐ Design Development
  - ☐ Preliminary Plans Value Engineering
  - ☐ Preliminary Plans Phase Constructability Review
- ☐ Construction Documents
  - ☐ Construction Drawings Value Engineering
  - ☐ Construction Drawings Constructability Review
- ☐ Bidding
- ☐ Construction
- ☐ Post-Construction

**Design Consultants Included in Basic Services**

- ☐ Structural
- ☐ Civil
  - ☐ On-Site
  - ☐ Off-Site
- ☐ Mechanical
- ☐ Plumbing
- ☐ Electrical
- ☐ Telecommunications/Data
- ☐ Landscaping
- ☐ Other: _____

**Basic Services Submittal Schedule:**

| | START DATE | FINISH DATE |
|---|---|---|
| Schematic Design Phase | | |
| Initial Design Development Phase | | |

SAMPLE

| | | |
|---|---|---|
| **Final Design Development Phase** | | |
| **Preliminary Plans Value Engineering; Constructability Review** | Value Engineering: _____<br>Constructability Review: _____ | Value Engineering: _____<br>Constructability Review: _____ |
| **Initial Construction Documents Phase** | | |
| **Final Construction Documents Phase** | | |
| **Construction Drawings Value Engineering; Constructability Review** | Value Engineering: _____<br>Constructability Review: _____ | Value Engineering: _____<br>Constructability Review: _____ |
| **Bidding** | | |
| **Construction** | | |
| **Post-Construction** | | |

**4. Architect Compensation:**

**A. Payment Method:**

☐ **Method A: Percentage of Computed Cost for New Construction and Additions**

Architect shall provide all the services identified as Basic Services as indicated above using the following fee schedule. To determine the Architect's Fee using this method, the computed cost of the project shall be multiplied by the applicable percentages below. The term "computed cost" is equal to the bid amount or Guaranteed Maximum Price plus any additive alternates not taken plus any change orders for additional scope of work.

a. Nine (9%) percent of the first five hundred thousand dollars ($500,000) of computed cost;
b. Eight and one-half (8 ½ %) percent of the next five hundred thousand dollars ($500,000) of computed cost;
c. Eight (8%) percent of the next One Million Dollars ($1,000,000) of computed cost;
d. Seven (7%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
e. Six (6%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
f. Five (5%) percent of the computed cost in excess of ($10,000,000).

**Factory Built Portables.** Four (4%) percent of the first Thirty-Five thousand Dollars $35,000) of the cost of factory built portables (Building cost only, all non-building costs and building costs beyond Thirty-Five Thousand Dollars shall be calculated per items a-f above).

**(Reuse of Plans)** Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:

SAMPLE

a. 35% fee reduction for buildings only during Schematic Design Phase.
b. 35% fee reduction for buildings only during Design Development Phase.
c. 35% fee reduction for buildings only during Construction Document Phase.
d. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
e. All fees related to the site development work shall be full fee.
f. Design and engineering modifications due to program changes as required by the District, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.

Timeline of Payments under Method A

| | |
|---|---|
| Schematic Design (100% Completion): | 10% of Architect Fee |
| Design Development (100% Completion): | 15% of Architect Fee |
| Construction Documents (90% Completion): | 40% of Architect Fee, to be paid monthly based on actual level of completion. |
| DSA Approval of Construction Drawings: | 5% of estimated Architect Fee |
| Procurement Phase: | 5% of estimated Architect Fee as set forth on Attachment "A", when procurement is completed |
| Construction Administration: | 25% of estimated Architect Fee, to be paid as follows:<br>Procurement complete: 5%<br>Construction 25% complete: 4%<br>Construction 50% complete: 4%<br>Construction 75% complete: 5%<br>Construction 100% complete: 5%<br>Submittal of final records: 2% |

☐ **Method B: Percentage of Computed Cost for Modernization, Renovation & Rehabilitation:**

a. Twelve (12%) percent of the first five hundred thousand dollars ($500,000) of computed cost;
b. Eleven and one-half (11 ½ %) percent of the next five hundred thousand dollars ($500,000) of computed cost;
c. Eleven (11%) percent of the next One Million Dollars ($1,000,000) of computed cost;
d. Ten (10%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
e. Nine (9%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
f. Eight (8%) percent of the computed cost in excess of ($10,000,000).

Billing shall proceed on the same timeline as payments for Method A.

☐ **Method C Stipulated Sum:** The Parties agree to a Stipulated Sum for all basic services and design consultants included in basic services. Billing shall proceed on the same timeline as payments for Method A [***or include other payment timeline***].

☐ **Method D - Hourly Billing Rates:** Compensation for services rendered by principals and employees shall be based upon the rates as stated on the Design Consultant's Hourly Rate schedule which shall be attached hereto. The rates shall remain the same for the duration of each project. The total cost for the work shall not exceed [***insert not to exceed figure if desired***].

SAMPLE

C. Additional Provisions

1. Architect shall receive one hundred and ten (110%) percent of all Reimbursable Expenses, expressly authorized in advance by the District in writing, except as specifically excluded, incurred by the Architect, the Architect's employees, and consultants in the interest of the Project.

2. If specialty consultants are required who are not included as part of Basic Services, then the District shall reimburse the Architect one hundred and ten (110%) percent of their actual cost.

3. If any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.

4. Architect shall receive reimbursement at cost for:

a. Reproduction of drawings and specifications in excess of the copies provided by this Agreement.

b. Architect shall receive reimbursement at cost for fees advanced for securing approval of authorities having jurisdiction over the Project.

**OAKLAND UNIFIED SCHOOL DISTRICT**

_____ _____
Jennifer Brouhard, President, Board of Education — Date

_____ _____
Kyla Johnson-Trammell, Superintendent & Secretary Board of Education — Date

_____ _____
Preston Thomas, Chief Systems & Services Officer — Date

_____ _____
James Traber, Esq. Counsel, OUSD — Date

**VERDE DESIGN, INC.**

_____
Signature Date

_____
Print Name, Title

SAMPLE

EXHIBIT "B"

CERTIFICATION REGARDING FINANCIAL
RELATIONSHIP DISCLOSURE
(Public Contract Code section 3006 subdivision (b))

I, Carl Campos, LCA Architects, Inc, certify that I have not

420-5/6857187.1 (Name of Employer) 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. 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 (Name), Loring Campos Associates Architects, Inc (Name of Employer), 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, N/A (Name), N/A (Name of Employer), 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:

N/A
Name and Address of Building, Contract Date and Number

N/A
Name and Address of Building, Contract Date and Number

N/A
Name and Address of Building, Contract Date and Number

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Signature

3/24/25
Date

CARL CAMPOS
Print Name

LCA Architects, INC.
Print Name of Employer

**EXHIBIT "C"**
**IRAN CONTRACTING CERTIFICATION**

As required by California Public Contract Code section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Pub.
Contract Code, § 2200 et seq.) is true and correct:

☐ The Bidder is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

(ii) a financial institution that extends, for forty-five (45) days or more, credit in the amount of
$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

I certify (or declare) under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

3/24/25
Signature Date

CARL CAMPOS
Name Title

CCA Architects, INC
Name of Firm

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

☐ Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

☐ Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☑ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel.

**Megan's Law (Sex Offenders).** Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subconsultant(s) that will be on the project site are not listed on California's "Megan's Law" Website (**http://www.meganslaw.ca.gov/**).

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

**I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.**

CONTRACTOR

By: _____

Name: CARL CAMPOS

Title: CEO

Date: 3/24/25

OAKLAND UNIFIED SCHOOL DISTRICT

_____

Jennifer Brouhard, President, Board of Education — Date

_____

Kyla Johnson-Trammell, Superintendent & Secretary Board of Education — Date

_____

Preston Thomas, Chief Systems & Services Officer — Date

_____

James Traber 03/25/2025

James Traber, Esq. Counsel, OUSD — Date

# Oakland Unified School District

Design Consultant Services for Turf Sports Field Replacement Projects at Various School Sites
Project Number:  #25009

March 14, 2025

# 2.1 Letter of Interest

**Kenya Chatman, Executive** Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

March 14, 2025

Dear Ms. Chatman and Members of Evaluation Team,

Improvement to playing fields and athletic facilities requires specialized knowledge of infrastructure, suppliers, codes and construction to be successfully implemented. The LCA Architects' team is ideally suited for inclusion on Oakland Unified School District's pre-qualified list of service providers as we possess the required experience with the potential projects the District is considering. In addition, the exemplary service LCA has provided the District over the last 25 years gives you the confidence that we will perform – regardless of project type, complexity or timeline.

We've assembled a similarly qualified consultant team. All have experience working with Oakland USD, on athletic/turf field projects, and with LCA and each other. The LCA team exceeds OUSD's Local, Small and Resident Business goals. As a cohesive, collaborative unit, we will work together to serve the needs of the District.

***Record of Excellence*** Collective experience and proven track record with Oakland USD is unmatched. OUSD turns to LCA for some of its most challenging projects (non-Field Act facility modernizations, 21st Century STEM buildings, Net Zero Energy design, and shared community services).

***Extensive Experience*** Work w/ 20+ education districts on numerous athletic facilities.

***Unique Qualities*** Direct experience in all project types anticipated with understanding of DSA requirements for special facilities such as fled amenities and path of travel. Consultants with direct District and campus knowledge.

***Good Fit*** 25+ years working collaboratively w/ OUSD, completing over 55 projects, trusted by staff, community, and stakeholders. Local business supported by small, local consultants.

Thank you for your thoughtful consideration of our qualifications. We look forward to continuing our partnership with OUSD to realize your vision of creating places of pride that support all aspects of the student experience.

Sincerely,

**Carl Campos, CEO**
Authorized to Submit Qualifications
Loving Campos Associates Architects Inc dba LCA Architects Inc
1970 Broadway Suite 800
Oakland, CA 94612
P: (510) 272-1060 F: (925)644-2767 E: dyoumans@lca-architects.com

*2.1 LCA received a copy of the District's Agreement attached as Exhibit A to the RFQ. LCA Architects has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, LCA Architects has no objections to the use of the Agreement.*

*LCA has reviewed Exhibit B "Fingerprinting Notice and Acknowledgement for Contracts other than Construction" as the firm is to execute as part of the Agreement with the District. A signed copy is included in 2.6 Additional Data*

*LCA certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.*

*We acknowledge receipt of Addendum 1 (3/10/25)*

# 2.2 (2.3) Firm Information

## 2.3.1 History of LCA

LCA Architects is a full-service architecture firm, specializing in the planning, design and construction of educational facilities. As the Architect of Record for over 200 education projects, we have a strong reputation in the industry for providing award-winning designs that are easy to operate and maintain. We take a comprehensive approach to whatever challenge is presented; streamlining otherwise complicated processes, through the expertise of our experienced staff and consultant partners.

### LCA

| | |
|---|---|
| **Legal Form** | *Corporation* |
| **Years in Business** | *50* |
| **Type of Business** | *Architecture*<br>*Planning*<br>*Interior Design* |
| **Ownership & Senior Officials** | *Carl E. Campos, CEO*<br>*David C. Bogstad, President*<br>*Cyrus Amani-Taleshi, Associate*<br>*Greg Barton, Associate*<br>*Ben Johanson, Associate* |
| **Staffing Capacity & Resources** | *12 Licensed Architects*<br>*14 Technical Professionals*<br>*8 Adminstrative Professionals* |

### Team Firms

| | |
|---|---|
| **Landscape** | *Cupples Keller Design (SLBE)* |
| **Civil** | *CaliChi (SLBE)* |
| **Cost Estimator** | *MicroEstimating (LBE)* |

## 2.3.2 Firm Approach

In its purest form, design is problem solving. Oakland USD need, program, budget, schedule, and a broad range of other criteria, serve as parameters for establishing project scope and direction. The desire to produce a design that enriches Oakland's community, while elevating the quality of life for those that use District facilities, results in a complex set of requirements that must be addressed.

LCA Architects utilizes a rigorous design process to achieve a balance between disparate project criteria that are often at odds with one another. Given the complex and technical nature of the components for Oakland USD's various Turf Sports Field Replacement projects, LCA Architects engaged experts in field designand engineering, accessibility and cost estimating to provide requisite input in the process. LCA's design and construction administration process is collaborative in nature with Architect, District, Contractor, and all specialists contributing toward project success. LCA's role is to be the proactive leader, maintaining effective communication, while coordinating the efforts of all participants.

LCA possesses a current working knowledge of design and specification needs as well as deliverables for the District. We enter each project with a clear understanding of the requirements for Oakland USD. The specific needs of the District, budget, code requirements, and facility configuration all inform our design options and contribute to how the upgrades will be completed. Knowing DSA's preferences for accessibility for fields and adjacent facilities will be critical to supporting timely approvals.

As the majority of the work will be in sports field upgrades, only an Architectural Team experienced in the design and delivery of turf fields, tracks and bleachers will consider the additional factors that affect the cost of constructing a synthetic turf field such as:

- *Accessibility for heavy equipment*
- *Drainage profile & underground system type*
- *Cost of freight*
- *Edge material & types of attachments along edges*
- *Turf density, type of backing and quality of landfill*
- *Adequate water source for cleaning and maintenance*

## 2.3.3 Political Environment & Community Involvement

We understand that constituents pay close attention to how their dollars are spent. LCA fosters a transparent process and project documentation approach that gives the public and District administration confidence in sound decision making. We must also be sensitive to the District's commitment to school parity. Understanding the indirect project influences leads to a project that is embraced by all.

LCA routinely facilitates community involvement, whether it is soliciting feedback from the surrounding neighborhood, working with site committees or parent groups, or incorporating input from athletic organizations. Our projects bring us in front of School Boards, City Councils, Planning Commissions, Board of Supervisors, and Architectural Review Boards throughout the Bay Area. By embracing the community engagement process, we can understand actual priorities, communicate what the project will look like, mitigate potential impacts, and alleviate community concerns.

At the outset of the campus transformation of Fremont High School, LCA facilitated the community engagement efforts that resulted in respecting Fremont's historic nature as well as visibility as a treasured resource by the community. LCA also recently completed the San Antonio Park Master Plan which involved an extensive outreach to over 8,000 residents and 150 community based organizations, garnering input on improvements and services offerings at Oakland's largest and oldest open space. LCA worked with many public agencies during the design and construction of the conversion of a two story classroom building into the new Health and Family Resource Center at West Oakland Middle School in Oakland. Agencies included Lifelong Medical Care, Alameda County Health Care Services, Safe Passages, Youth Ventures, the Atlantic Philanthropies, the City of Oakland and Oakland USD.

Recently, concerns have been raised about the viability of synthetic turf and its effects on athlete health. We will address these concerns with interested parties and be prepared to discuss alternatives such as plant-based infill, which is often a mix of coconut fiber, cork or rice husks, over crumb rubber. Encouraging the use of organic infill offers the opportunity to allay ongoing community concerns.

## 2.3.4 Ability to Meet Schedules

***"Plan for the work, then work the plan."*** We start with the required date for Substantial Completion of Construction and work backwards when it comes to preparing a project schedule. From that desired end date, we estimate the duration for whole design process to play out: Contract Documents, Agency Approvals, Bidding, and Negotiations. Then we develop in greater detail how the Contract Documents will be prepared, showing phase milestones for Schematic Design, Design Development, and Construction Documents. It is important for District to have a clear map at the beginning of the journey so they can:

a. *feel assured there will be adequate opportunities to review the work and provide input*
b. *be able to communicate to stakeholders how the project is progressing*
c. *track the completion of the work.*

We develop staffing and resource planning to ensure allocations are adequate to meet the delivery schedule. We garner commitment from the entire consultant team that they have adequate bandwidth to adhere to the milestone schedule. We confer with DSA as to submittal timelines and anticipated review time based on the project's complexity. Key elements include:

- Decision making hierarchy, roles and responsibilities and project communication plan. Delays in decisions or input from regulatory agencies are reduced with planning and proactive implementation
- Systematic gathering of record drawings, existing topographic surveys, base data, maps, site diagrams, and site measurements to fully understand project constraints in preparation for the development of a well-coordinated, innovative design solution
- Conducting walk-throughs of the site with entire design team to evaluate site, look at code issues, fire and life safety concerns, accessibility, determine possible challenges, secure photographic documentation, and to compare as-built drawings with existing conditions
- Confer with PG&E, Sanitary District, Alameda County Health Department, Fire and Water District, and other agencies to determine need to upgrade electrical service, and fire access
- Synthesizing data gathered into a prioritized program of action including cost estimating to inform the District of our findings, and indentifying possible project options and cost implications

# 2.2(2.3) Firm Information

## *Meeting District's Local Business Utilization Requirements*

***LCA Architects*** established our Oakland office is 2011. As such, we have outstanding relationships with local and small local consultants that collaoborate with us on educational projects throughout California as well as ALL our projects for Oakland USD, City of Oakland, and Alameda County.

**Small and Local Firms Planned Partnerships:** LCA Architects is a certified SLBE by Alameda County as is our cost estimator, MicroEstimating. Due to City of Oakland' s ever increasing restrictive certification requirements, the pool of LOCAL and SMALL LOCAL consultants is significantly diminished. However, for the Turf Sports Field Replacement Projects, the majority of the design work will be done by our landscape architect Cupple Keller Designs and civil/survey engineers CaliChi, Inc.This team is 100% LOCAL certified and an estimated 77% of total fees will go to SMALL LOCAL firms, far exceeding Oakland Unified's goals. Worksheet in Section 2.6

**Carve Out Opportunities:** All field design and any related improvements such as tracks,etc. will be completed by Cupples Keller Design (SLBE). All civil engineering (grading, drainage, accessibility, paving, etc) as well reuired surveys will be completed by Calichi, Inc (SLBE).

**Other Identified Opportunities:** Should field projects require the sevices of electrical engineering (lights, scoreboards) and/or mechanical/plumbing engineering (water, piping), these services will also be provided by SMALL LOCAL engineering firms such as YEI Engineers, H-M Mechncial and Alter Engineering.



### LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Firm or Team: LCA Architects Inc

The Firm or Team affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our proposal is a detailed narrative and strategy describing how the Firm or Team intends to meet or exceed the District's LBU requirements.

The narrative shall describe previously implemented methods used for successful local business utilization and shall be inclusive of at least three (3) project relevant California K-12 examples.

The narrative shall include our LBU strategy, but not limited, to the following:

- Identified Joint-Venture partnership agreements at the prime and sub level
- An outline of small and local firms with planned partnership(s)
- Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- Other identified opportunities for local and small local utilization

The submitted narrative and strategy will be scored and awarded up to 5 additional points by the District's LBU Consultant.

Minimum Local Business Participation per District Policy can be found in the following link:

https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy

Signature: Denise Goumans
Date: 03/14/2025

# 2.2(2.3) Firm Information

## 2.3.5 *Project Experience*

### 1. Field Replacement | Fremont High School

Oakland Unified School District

**Scope of Project** Provided Site Masterplan for synthetic football field, baseball field (not built), synthetic track, bleachers, concessions, restrooms lighting, fencing, entry monument, ticket booth, new scoreboard and parking.

**Contact** Kenya Chatman
**Email** kenya.chatman@ousd.org
**Phone** (510) 879-1307

**Firm Person in Charge** Carl Campos, Walter Jones

**Construction Value** $11,670,392.00 (increment estimate)

### 2. Athletic Field | Castro Valley High School

Castro Valley Unified School District

**Scope of Project** Provided Site Masterplan for synthetic football field, baseball field (not built), synthetic track, bleachers, concessions, restrooms lighting, fencing, entry monument, ticket booth, new scoreboard and parking.

**Contact** Dr. Candi Clark, former Assistant Superintendent
**Phone** (209) 981-1718

**Firm Person in Charge** David Bogstad

**Construction Value** $25,950.00

### 3. Turf Replacement | East Oakland PRIDE

Oakland Unified School District

**Scope of Project** demolition of school yard, parking lot, and replace pavement. Replace storm drain system, install new irrigation system, new landscaping. New concrete curb, curb ramps, gutter, sidewalks, speed tables, crosswalks. Playyard improvements included improvements to basketball and multi-sport courts, new fences and gates.

**Contact** Kenya Chatman
**Email** kenya.chatman@ousd.org
**Phone** (510) 879-1307

**Firm Person in Charge** Carl Campos, Ivan Fernando

**Construction Value** $4,900,000

## 4. Field Replacement | Lodestar Elem School

### Oakland Unified School District Charter School

**Scope of Project** Provided Site planning, design and construction for synthetic ffield and track replacement.

**Contact** Keivan Abidi
**Email** keivan@pacificcharter.com
**Phone** 510-288-3650

**Firm Person in Charge** Carl Campos, Ivan Fernando

**Construction Value** $3,000,000

## 5. Field Replacement | Carquinez MS

### John Swett Unified School District

**Scope of Project** Replace a junior high with new $40M 6-8 middle school on existing site. Traffic, parking and drop off issues are an important component of the design solution. School remain in operation during demolition and new construction. Increment packaging to facilitate fast-start construction.

**Contact** Dr. Charles Mller
**Phone** 510-245-4300 x2105
**Email** cmiller@jsusd.org

**Firm Person in Charge** Carl Campos, Cyrus Amani-Taleshi

**Construction Value** $4,744,000 (Phase 2)

## 6. Field Replacement | Marin Elementary School

### Albany Unified School District

**Scope of Project** Includes the tear down of the existing school campus and creation of CHPS certified replacement. Outdoor classrooms, gathering spaces and synthetic turf field replace asphalt paved areas. Due to the hillside elevation changes, terraced seating and planters along retaining walls and creation of two-story slide structure made best use of difficult site.

**Contact** Melisa Pfohl
**Phone** (510) 558-3750
**Email** mpfohl@ausdk12.org

**Firm Person in Charge** Cyrus Amani Taleshi

**Construction Value** $6,750,000

## 7. Turf Installation | Berkley Maynard Academy

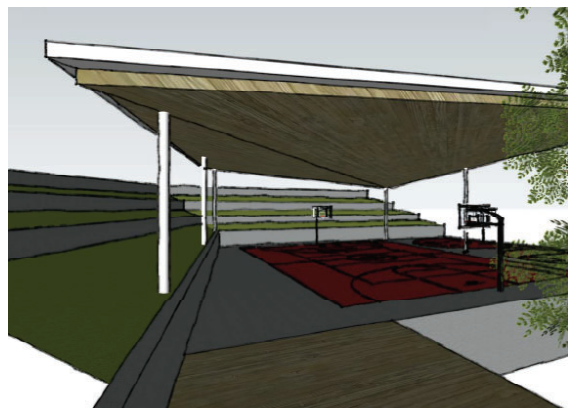
### Oakland Unified School District Charter School

**Scope of Project** Provided Site Masterplan for synthetic football field, baseball field (not built), synthetic track, bleachers, concessions, restrooms lighting, fencing, entry monument, ticket booth, new scoreboard and parking.

**Contact** Keivan Abidi
**Email** keivan@pacificcharter.com
**Phone** 510-288-3650

**Firm Person in Charge** Carl Campos, Walter Jones

**Construction Value** $11,670,392.00



## 8. Track and Field | Campolindo High School

### Acalanes Union High School District

**Scope of Project** Project included synthetic football field, bleachers, ticket booth, synthetic track, storage building, team room lighting, fencing, pedestrian pathway, and scoreboard. Services provided: Site Master Plan, Construction Documents, and Construction Administration.

**Contact** Jaylene Watson, Facilities and Construction
**Phone** (925) 280-3960
**Email** jwatson@auhsdschools.org

**Firm Person in Charge** (925) 280-3960

**Construction Value** jwatson@auhsdschools.org

## 9. Athletic Fields | Edendale Middle School

### San Lorenzo Unified School District

**Project Scope** Provided site master plan, design and construction documents for synthetic soccer field and track, and softball field with backstop, dugouts, steeple chase and fencing.

**Contact** David Estrada, Construction Manager (formerly with SLUSD), (925) 424-1861
**Phone**

**Firm Person in Charge** Carl Campos

**Construction Value** $1,449,812.75

## 10. Stadium Improvements | Berean Christian High School

Private, Walnut Creek High School

**Scope of Project** Design of replacement fields for football, baseball & Soccer, a field house with separate storage areas by sport equipment, high jump, awning area, and bleacher system that includes a press box to accommodate raised seating. Also included in design is a snack shack with prep kitchen, bathrooms and ticket area.

**Contact** Craig Lee, Athletic Director
**Phone** (925) 945-6464

**Firm Person in Charge** David Bogstad

**Construction Value** $14,966,000.00

## 11. Football Field and Track | Acalanes High School

Acalanes Union High School District

**Scope of Project** Provided design, site development and programming, construction documents and construction observation. Project included replacement of the turf football/soccer field with synthetic turf, renovation of the 440-yard track to a six-lane 400-meter regulation-sized track, and renovation of a small practice field.

**Contact** Jaylene Watson, Facilities and Construction
**Phone** (925) 280-3960
**Email** jwatson@auhsdschools.org

**Team Person in Charge** Amy Cupples, Cupples Keller Designs

**Construction Value** $2,100,000.00

## 12. Track and Fields | Oakland High School

Oakland Unified School District

**Scope of Project** Provided design, site development and programming, construction documents and construction observation. Project included development of construction documents for a synthetic football turf field and baseball facility, new restrooms, a sprint track and jogging path of synthetic all-weather surfacing.

**Contact** Lee Sims, Project Manager
**Phone** (510) 535-7094

**Team Person in Charge** Amy Cupples, Cupples Keller Designs

**Construction Value** $1,754,000.00

### 13. Track and Field | Castlemont High School

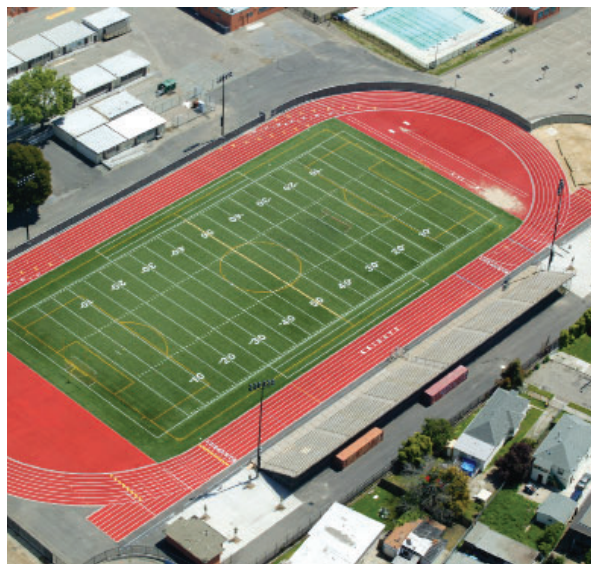
Oakland Unified School District

**Scope of Project** Provided design, site development and programming, construction documents and construction observation. Project included complete renovation of deteriorated turf football field and cinder track. Developed construction documents for a state-of-the-art track and field facility, including neighbor-friendly lighting and improved accessibility.

**Contact** Lee Sims, Project Manager
**Phone** (510) 535-7094

**Team Person in Charge** Amy Cupples, Cupples Keller Designs

**Construction Value** $1,754,000.00



### 14. Field Upgrades| East Avenue Elementary School

Hayward Unified School District

**Scope of Project**
Artificial turf fields
Accessible path of travel
New Paving
Cast-in-place sitework (stairs, ramps, benches)
Play structure areas
Site lighting
Fencing (ornamental & chain link)
New site utilities
Site security system

**Contact** Paul Crisilli, Project Manager
**Phone** (510) 744-8933

**Team Person in Charge** Carl Campos

**Construction Value** $2,650,413

### 15. Track and Field | McClymondsHigh School

Oakland Unified School District

**Scope of Project** Project included complete renovation of deteriorated turf football field and cinder track. Replaced with state-of-the-art track and field facility, including neighbor-friendly lighting and improved accessibility. Completed recent assessment as part of campus renovation.

**Contact** Lee Sims, Project Manager
**Phone** (510) 535-7094

**Team Person in Charge** Amy Cupples, Cupples Keller Designs

**Construction Value** $1,754,000.00

## 16. Track and Field | Skyline High School

Oakland Unified School District

**Scope of Project** Provided design, site development and programming, construction documents and construction observation. Project included replacement of turf football field and cinder track with artificial turf and a 400-meter synthetic all-weather track, accessibility renovations to existing bleachers and restrooms, and provided new neighbor-friendly field lighting.

**Contact** Lee Sims, Project Manager
**Phone** (510) 535-7094

**Team Person in Charge** Amy Cupples, Cupples Keller Designs

**Construction Value** $1,687,000.00

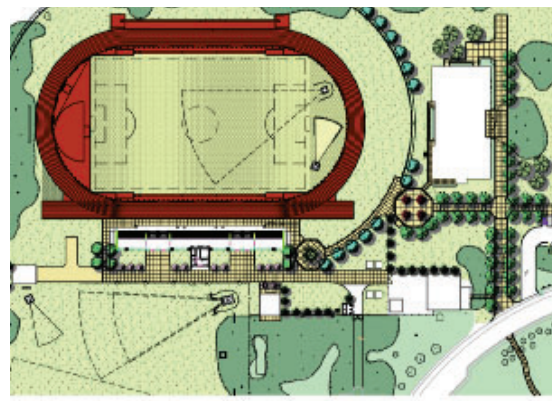
## 17. New Athletic Facility and Fields | California State University, Stanislaus

California State University

**Scope of Project** Provided design, site development, programming, construction documents and construction observation. Project included new state-of the art NCAA athletic facility, including a lighted track and soccer field as well as separate practice, event and intramural fields.

**Team Person in Charge** Amy Cupples, Cupples Keller Designs

**Construction Value** $3,100,000.00



## 18. Field Replacements | Campolindo High School

Acalanes Union High School District

**Scope of Project** Provided design, site development, construction documents and construction observation. Project included replacement of varsity baseball, softball and soccer fields, including drainage and grading, new dugouts, batting cages, warm-up areas, bleachers, storage, an accessible walkway, and lighting. Baseball field was done on fast-track schedule: full design and documentation completed within four months.

**District Contact** Jaylene Watson, Facilities and Construction
**Phone** (925) 280-3960
**Email** jwatson@auhsdschools.org

**Team Person in Charge** Amy Cupples, Cupples Keller Designs

**Construction Value** $1,500,000.00

## 19. Bleacher Replacement | Aptos High School

Pajaro Valley Unified School District

**Scope of Project** Provided design, construction document preparation, DSA approvals, and construction administration assistance for the replacement of the football field existing visitor's side bleachers. Project included associated site improvements and replacement of the existing public-address system.

**Contact Phone** N/A

**Team Person in Charge** Carl Campos

**Construction Value** $443,356.00

## 20. Athletic Fields | Vannoy Elementary School

Castro Valley Unified School District

**Scope of Project** Provided design, construction document preparation, DSA approvals, and construction administration assistance for the renovation of the existing fields. Project included field re-grading, new backstops, new concrete drainage v-ditch, and new sod.

**Team Person in Charge** David Bogstad

**Construction Value** $722,957.00

## *Vendor Specific Artificial Turf Projects - Team Experience*

East Oakland PRIDE Elementary, Oakland USD, Field Turf
Roosevelt Middle School, Oakland USD, Field Turf
LEAD Elementary School, San Mateo Foster City SD, Field Turf
Lodestar Elementary School, Lighthouse Community Public Schools, Field Turf
Laurel Elementary, Oakland USD, Sporturf
Castlemont High School, Oakland USD, Field Turf
Fremont High School, Oakland USD, Field Turf
Cloverdale High School, Cloverdale USD, Field Turf
Muir Middle School, San Leandro USD, Hellas Matrix Turf
Thurgood Marshall High School, San Francisco USD
Stanislaus, Cal State University
Acalanes High School, Acalanes UHSD
Skyline High School, Oakland USD
Oakland High School, Oakland USD

2024, Life Academy Field Assessment, Oakland USD
2024, McClymonds High School Field Assessment, Oakland USD

# 2.4 Litigation

**LCA Architects has NO litigation arising from firm's projects in the past five (5) years.**

## 2.5.1 Detailed Billing Rates

LCA ARCHITECTS
A CALIFORNIA CORPORATION

**EXHIBIT A**
**LCA ARCHITECTS, INC.**
**2025 HOURLY FEE SCHEDULE***

| DESCRIPTION | HOURLY RATE |
|---|---|
| *Principal* | $300.00 |
| *Associate* | $250.00 to $280.00 |
| *Senior Project Architect* | $250.00 to $265.00 |
| *Senior Project Manager* | $245.00 to $250.00 |
| *Quality Control Manager* | $265.00 |
| *Project Architect* | $240.00 |
| *Senior Designer* | $250.00 |
| *Senior Project Designer* | $240.00 to $245.00 |
| *Project Manager* | $195.00 to $240.00 |
| *Construction Manager* | $220.00 |
| *Specifications Writer* | $220.00 |
| *Job Captain* | $230.00 to $250.00 |
| *CAD Tech* | $185.00 to 200.00 |
| *Project Designer* | $185.00 to $195.00 |
| *Senior Project Coordinator* | $185.00 |
| *Administration/Research/Presentations* | $185.00 to $240.00 |
| *Clerical* | $165.00 |
| *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. | $240.00 |
| *Expert Witness* – Review of documents, meetings, site visits, telephone conferences, administration of the documents and materials, research, deposition, testimony, court appearances, and travel time. | $500.00 |
| *Perspective Sketches and Renderings, Visual Simulations* | On a Per Drawing Basis |
| *Mileage (outside of the Walnut Creek area) **as adjusted by IRS guidelines* | $0.70/mile** |
| *Copies, prints, CADD plots, photography, preparing and compiling .pdf sets, scanning, colored print mounting, postage, express shipping, and travel outside normal project requirements 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. | |

Rates effective January 1, 2025 thru December 31, 2025

# 2.5 Professional Fees

## 2.5.1 Detailed Billing Rates

CUPPLES | KELLER
LANDSCAPE ARCHITECTS + PLANNERS designs

### HOURLY RATE SCHEDULE

These rates are effective beginning January 2025

C | K designs

| | |
|---|---|
| Landscape Principal | $ 230 |
| ReScape Rater Principal | $ 230 |
| Associate Principal | $ 195 |
| Senior Associate | $ 185 |
| Associate Landscape Architect | $ 175 |
| Landscape Architect/Project Manager | $ 155 |
| ReScape Rater | $ 150 |
| Job Captain | $ 125 |
| Landscape Intern | $ 115 |
| ReScape Rater Intern | $ 115 |
| Admin/Administration Support | $ 105 |
| | |
| Irrigation Principal | $ 210 |
| Irrigation Technician | $ 120 |

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 Oakland area will be billed on a reimbursable basis: at cost plus 15%.

Cost of additional insurance coverage or limits, including professional liability insurance, in excess of that normally carried by the consultant, if requested by the Client.

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.

Hourly rates are reviewed annually and are subject to increase.

## 2.5.1 Detailed Billing Rates

CALICHI DESIGN GROUP
3206 Hannah Street #3
Oakland, CA 94608
(510) 250-7877
www.CaliChi.com


**CaliChi Design Group**
**Preferred Rate Schedule**
***Effective: January 1, 2025 - December 31, 2025***

| Classification | Labor Rate per Hour |
|---|---|
| Principal | $230 |
| Project Manager | $180 |
| Project Engineer | $150 |
| Designer | $120 |
| Administrative / Accounting | $ 60 |

Direct reimbursable costs, such as sub-consultants, outside duplication, overnight mail, mileage, etc., will be billed at cost plus 10%.

Rates listed above shall include an annual escalation of 3% annually.

MicroEstimating Inc.

**2025 RATES**

The rates listed below are inclusive of all overhead and profit costs and all standard billable items.

| Category | Rate |
|---|---|
| Henry Tooryani, Principal | $179.47 |
| Senior Estimators | $179.47 |
| Mechanical Estimators | $179.47 |
| Electrical Estimators | $179.47 |

S Van Ness Ave., #26, San Francisco, CA 94110 T 415 826 9626 F 415 821 0363 www.MicroEstimating.com

# 2.6 Additional Data

## *Local Business Participation Worksheet*

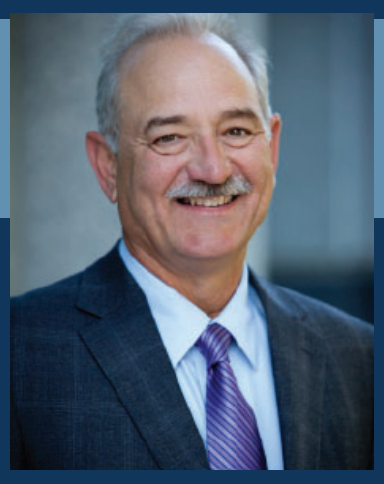
*Prime Consultant:* LCA Architects
*RFQ:* Turf Sport Fields Replacement Projects
*Date:* March 14, 2025

| Team Member | Projected % of Total Fee Per Team Member | LBE % | SLBB % | SLBR % | Local Certification # |
|---|---|---|---|---|---|
| *Prime Company:* LCA Architects<br>*Address:* 1970 Broadway, Ste. 800 Oakland, CA 94612<br>*Phone:* (510) 272-1060<br>*email:* dyoumans@lca-architects.com | 28% | 28% | | | Alameda County #23-00068 |
| *Prime Company:* Cupples Keller Designs<br>*Address:* 1970 Broadway, Ste. 800 Oakland, CA 94612<br>*Phone:* (510) 451-9987<br>*email:* amy@ckd.com | 50% | | 50% | | City of Oakland No. 1220 |
| *Prime Company:* CaliChi Design Group<br>*Address:* 3240 Peralta Street, Suite 3 Oakland, CA 94608<br>*Phone:* (510) 250-7877-8313<br>*email:* reco@calichi.com | 27% | | 27% | | City of Oakland No. 106058 |
| *Prime Company:* MicroEstimating<br>*Address:* 3055 Alvarado Street San Leandro, CA 94577<br>*Phone:* (415) 826-9626<br>*email:* htooryani@microestimating.com | 5% | 5% | | | Alameda County #17-00041 |
| **Total Participation** | 100% | 100% | 77% | 0% | |

*Based on typical A/E project distribution*

**Approval - LBU Compliance Officer**

*Key Personnel Resumes*



# Carl Campos
# Principal-In-Charge

Carl Campos is a dynamic strategic thinker who brings years of architectural excellence to each of his endeavors. Complicated, intricate projects are those in which Carl's expertise is most evident. Mr. Campos will serve as Principal-in-Charge and will oversee the project team. He has been actively involved in managing publicly funded projects for over 29 years. He stays actively involved with each team member in order to deliver projects that stay within the framework of the Client's budget and time schedule, providing a single point of responsibility.

## education

Bachelor of Architecture
California Polytechnic University
San Luis Obispo
University of Florence, Italy

## architectural licenses

California
Nevada
Utah
South Carolina
Arizona
Montana
NCARB

**Relevant Experience**

**Oakland Unified School District**
- East Oakland PRIDE Site Improvements
- Lowell Middle School - Health Clinic Conversion/ Modernization
- Calvin Simmons Middle School - Modernization/New Classroom Building
- Life Academy - Building Conversion Studies/ Modernization
- Fremont High School - Campus & Fields **John Swett Unified School District**
- Carquinez Middle School - New Campus & Fields

**San Francisco Unified School District**
- Golden Gate Academy - Modernization
- 1350 7th Avenue - Modernization
- Willie Brown Academy - ADA Upgrades
- Lawton Elementary School - ADA Upgrades
- Visitation Valley Middle School Modernization

**Acalanes Union High School District**
- Campolindo High School - Athletic Stadium
- Las Lomas High School - Modernization

**Fremont Unified School District**
- Mission San Jose High School - Pool Renovation
- MVROP - New School Campus
- Mowry Adult School - Master Plan Campus, MP Purpose Building
- Administrative Offices - Feasibility/Space Plan Studies
- Kennedy High School - New Science Classrooms
- District Wide IT Upgrades

**Castro Valley Unified School District**
- Castro Valley High School - Modernization/Master Plan/ New Athletic Stadium
- Redwood Alternative High School - Master Plan, New Modular Campus, Gymnasium
- District-Wide - Seismic Upgrades
- Independent Elementary - Adventure Time Day Care

**Contra Costa County CCD - On-Call Architect**
- Performing Arts Restroom Addition
- Administration and Restroom Renovations
- Morgue/Cadaver Lab Renovations
- Music Classroom Renovations
- District-wide IT Upgrades

**Foothill DeAnza CCD - On-Call Architect**
- Bleacher Replacement & ADA Upgrade
- Path of Travel ADA Upgrade & Outdoor Classroom

# 2.6 Additional Data

*Key Personnel Resumes*

## Ivan Fernando
## Senior Project Manager/Architect

Mr. Fernando has over 25 years of well-rounded experience in feasibility investigation and programming, schematic design, design development and construction documents, permitting and bidding, construction contract administration and project closeout. He is a versatile project leader and can adapt to various project-types and scale.

**education**
Bachelor of Architecture
Cal Poly Pomona
Pomona, CA

**registrations**
LEED AP BD+C
Project Management Professional
(PMP, in progress)

**architectural licenses**
California

**Project Types | Public Sector Clients**

- **Lighthouse Public Schools** - turf field replacement
- **K-12 Education** for Acalanes Unified High School District, Oakland USD, Berryessa USD, San Carlos SD, John Swett USD
  - Renovation of kitchen
  - Renovation of classrooms and labs
  - Relocatable Portable Classrooms and Restrooms
  - New Trash Enclosure
  - Fire Alarm Upgrades
  - Parling Lot Renovation
  - Outdoor Kitchen
  - New Greenhouse
  - Pool & Locker Rooms Renovation
  - New PreSchool Facilities
  - New high school buildings

- **Higher Education** for San Jose State Universtiy, California State University, East Bay, Peralta Colleges
  - Renovation of Adminstrative Offices
  - Renovation of Library
  - Renovation of classrooms and labs
  - District-wide IT/WiFi Upgrades
- **Civic** for City of Oakland, City of Alameda and East Bay Municipal Utility District
  - Renovation of police station
  - Administrative offices remodel
  - Data Center upgrades
  - New residential group home
  - Kitchen Remodel

- **Federal** for Department of Defense Naval Facilities Group & US Air Force, Army Corps of Engineers
  - New Training Facility
  - New Laboratories
  - New Barracks

## Key Personnel Resumes

CUPPLES | KELLER
LANDSCAPE ARCHITECTS + PLANNERS designs

### AMY CUPPLES, ASLA, AICP, LEED AP, RESCAPE RATER
PRINCIPAL LANDSCAPE ARCHITECT

Amy Cupples has practiced landscape architecture for nearly 30 years throughout the Western US and beyond completing a variety of projects ranging in size and scale from private residences to community development, neighborhood parks, and civic centers to streetscapes, healthcare, and schools. She is a careful listener and responsive to the needs of the project while balancing the needs of the environment and our natural resources. Amy strongly believes in good design that is appropriate to the project, site, climate, community, and surrounding environment and that all projects and people deserve good design and green spaces to create a balance between our busy and social lives and the health and wellness of the individual.

YEARS with CKD
2009-present, 15 years

LICENSE/REGISTRATIONS
Landscape Architect,
California #4488

Certified Planner, AICP

LEED AP BD+C

ReScape Qualified Rater,
#MBR-002132

EDUCATION
BA Landscape Architecture
University of California, Berkeley

Master of Landscape Architecture
Harvard University

PROFESSIONAL AFFILIATIONS
American Society of Landscape Architects Northern California Chapter, Past Trustee

American Planning Association, Member

ReScape California, Rater's Council, Qualified Member and Rater

Guest Critic, University of California, Davis

Track and Field, Castlemont High School, Oakland
New synthetic turf football field, 8 lane all-weather track with track and field events. First completed in 2002 as a new track and field, refurbished in 2020 with new synthetic turf, all-weather track, long-jump pits, shot-put, and discus.

Track and Field, Fremont High School, Oakland
Modernization of an active campus in four phases including a new classroom building, conversion of old classrooms to a new maker studio, a new gymnasium with a Health and Wellness Center, and a synthetic field and track. A new main entry for drop off and pedestrian circulation featuring California natives, low water, and low maintenance planting. Much of the campus was replaced with new, state-of-the-art features and is CHPS certified.

Track and Field, Cloverdale High School, Cloverdale
The Cloverdale High School John L. Allen Memorial Field Project replaces a dirt track with an all-weather 7-lane track and field event venue for discus/shot put, side by side triple jump and long jump, high jump, and a synthetic turf athletic field for football and soccer. A new storm drain system and retention pond, irrigation, asphalt resurfacing, low maintenance plantings, and site fencing were also included.

Baseball Fields, Castro Valley High School, Castro Valley USD
Renovation of the baseball fields including both varsity, junior varsity, warm up areas, pitching deck, bleachers, viewing areas, backstops, and gathering spaces. Fields are natural lawn and had not been upgraded in many years. A full irrigation remodel to more efficient spray along with professional level center field materials for a quality play environment.

Modernization, Roosevelt Middle School, Oakland
Beginning with site assessment and concept development, a new Modular Science building and modernization of the existing Building A with temporary Interim Housing portables to accommodate the school during construction. Features a full school garden with teaching amphitheater, bioretention and rainwater cistern for active climate change instructional use.

Multi-Purpose Building, LEAD Elementary School, San Mateo
The new 3,752 square foot multi-purpose building is a welcoming addition to the campus, equipped with a stage, kitchen, servery, support spaces. The landscape design reworked the play yard to accommodate a new synthetic turf field with a striped track, a relocated play structure, basketball courts, four square, hopscoth, and a new modular lunch structure with picnic tables. As well, the front entry curb appeal was developed along with site fencing.

Laurel Elementary School Child Development Center, Oakland
The new CDC consists of four pre-school classrooms with the capacity to house 108 children. Exterior site improvements include play yards, play structures, a garden, an artificial turf field, and bio-swales. The playground includes a tricycle path, and water play, nature play, art play, and music play areas. CHPS certified.

# 2.6 Additional Data

## *Key Personnel Resumes*

**Reco Prianto**
Principal

CALICHI DESIGN GROUP

**Education**

Bachelor of Science, Civil Engineering, 2001
Colorado School of Mines, Golden, CO
Bachelor of Science, Mechanical Engineering, 2001
Colorado School of Mines, Golden, CO

**License**

Arizona, Arkansas, California, Colorado, Hawaii, New Mexico, Oregon, and Texas, LEED® AP accredited

**Relevant Experience**

*Oakland Unified School District*

- East Oakland PRIDE Field & Site Improvements
- Campus Modernization & Sustainable Design, Fremont High School
- New Gymnasium, Claremont Middle School
- Artificial Turf All-Weather Athletic Field, Calvin Simmons Elementary School

*Castro Valley Unified School District*

- Athletic Complex, Castro Valley High School

*San Mateo County Community College District*

- Athletic Facilities ADA Improvements Study, College of San Mateo

## *Client Testimonials*

"…..work has always been exemplary. LCA's greatest strength, I feel, is their deep passion for the work which is reflected throughout the project team." **- Oakland Unified School District representative**

"(LCA) tackled the myriad of agency, PG&E, and utility issues in a timely fashion and achieved approvals in an expeditious manner, helping us achieve our goals. The team was diligent in supporting us on what, at times, were difficult issues." **- Oakland Unified School District Project Management staff**

"Oakland Unified noted that Calvin Simmons project was (one of) smoothest and least dramatic. That speaks volumes…. while certainly not without challenges, the team found creative and collaborative ways to overcome them." **- Blair Allison, Vice President Cahill Contractors**

"(LCA) worked with the District on solutions to reduce costs including preparing a list of suggestions prior to meeting, which pushed their design team to be as responsive as they are."
**- Erin Hirst, San Ramon Unified School District** (formerly San Francisco Unified School District)

# 2.6 Additional Data

## *Additional Oakland USD School Experience*

| | |
|---|---|
| 900 High Street | Master plan |
| Ascend K-8 | New campus |
| Bret Harte Middle | Retaining walls, relocation of 3 classroom buildings & related site work |
| Calvin Simmons | New 2-story STEM building & modernization of existing campus |
| Castlemont | Relocation of 2 portable buildings |
| Chabot Elementary | Portable classroom, toilet room & site improvements |
| Child Development, Brookfield | 3 relocatable classrooms |
| Child Development, Lakeview | 2 relocatable classroom buildings |
| Child Development, Yuk Yau | 3 relocatable classrooms, office & kitchen |
| Crocker Highlands | Relocatable classroom building |
| Dewey Elementary | New school & modernization of main classroom building |
| Elmhurst Community Prep | Relocation of portable toilet room |
| Fremont High | Campus modernization & sustainable design |
| Grant Street Academy | Modernization of classroom building |
| Harper Building | Data Center |
| Hawthorne Elementary | 13 modular classrooms & modular toilet room |
| Highland Child Development | Roof |
| Highland Elementary | 12 modular classrooms, modernization of classrooms & library building, window replacement |
| Lakeview Elementary | Relocation of 5 portable classroom buildings, sitework, utilities, paving, plumbing & fire alarm |
| Laurel Child Development | Kindergarten building with administrative wing |
| Lowell Middle | Modernization, science classroom conversions & heath clinic |
| Marshall Elementary | Modernization of classroom building |
| Martin Luther King Jr. | 8 relocatable classrooms |
| Montera Middle | 16 relocatable classrooms & replacement of modular building |
| Oakland High | Modernization, new computer lab, wellness center, shop conversion & mechanical repair |
| Roosevelt | Relocatable classroom |
| Sequoia Elementary | 3 modular classrooms & 2 permanent classrooms |
| Skyline High | Relocation of 2 portable classrooms, sitework, utilities, paving & fire alarm |
| Thornhill Elementary | Relocatable building, installation of DSA portable & modular building replacement, sitework, |
| Webster Elementary | Relocatable building |
| Whittier Elementary | Temporary classrooms |
| Woodland Elementary | New campus |

# 3. Insurance

ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2024

**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**<br>AssuredPartners Design Professionals Insurance Services, LLC<br>3697 Mt. Diablo Blvd Suite 230<br>Lafayette CA 94549<br><br>License#: 6003745 | **CONTACT NAME:** Chris Romano<br>**PHONE (A/C, No, Ext):** 714-427-3489 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** CertsDesignPro@AssuredPartners.com |
| **INSURED** LCAARCH-01<br>Loving Campos Associates Architects, Inc. & LCA Architects, Inc.<br>590 Ygnacio Valley Road, Suite 310<br>Walnut Creek CA 94596 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Arch Insurance Company / 11150<br>**INSURER B :** Hartford Casualty Insurance Company / 29424<br>**INSURER C :** Hartford Underwriters Insurance Company / 30104<br>**INSURER D :** Hartford Accident and Indemnity Company / 22357<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 442440502 **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 | |
|---|---|---|---|---|---|---|---|---|
| C | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contractual Liab<br>[ ] Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 57SBWBG2HHU | 12/1/2024 | 12/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| D | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 57UEGBF1371 | 12/1/2024 | 12/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** [X] OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>DED X RETENTION $ 10,000 | Y | Y | 57SBWBG2HHU | 12/1/2024 | 12/1/2025 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 57WEGAE2KY9 | 12/1/2024 | 12/1/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability +<br>Pollution Liability | Y | | PAAEP0020108 | 12/1/2024 | 12/1/2025 | Per Claim<br>Aggregate Limit | $2,000,000<br>$4,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Additional Insured doesn't apply to the Professional Liability, just the Pollution Liability.
The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
FOR PROPOSAL PURPOSES ONLY

**CERTIFICATE HOLDER**

*** SAMPLE ***

**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**

M. Chris Romano

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**ACORD 25 (2016/03)** **The ACORD name and logo are registered marks of ACORD**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2025

**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**
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

**CONTACT NAME:** Chris Romano
**PHONE (A/C, No, Ext):** 714-427-3489 **FAX (A/C, No):**
**E-MAIL ADDRESS:** CertsDesignPro@AssuredPartners.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Arch Insurance Company | 11150 |
| INSURER B : Hartford Casualty Insurance Company | 29424 |
| INSURER C : Hartford Underwriters Insurance Company | 30104 |
| INSURER D : Hartford Accident and Indemnity Company | 22357 |
| INSURER E : | |
| INSURER F : | |

**INSURED** LCAARCH-01
Loving Campos Associates Architects, Inc. & LCA Architects, Inc.
590 Ygnacio Valley Road, Suite 310
Walnut Creek CA 94596

**COVERAGES** **CERTIFICATE NUMBER:** 1112283725 **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 | |
|---|---|---|---|---|---|---|---|---|
| C | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contractual Liab<br>[ ] Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 57SBWBG2HHU | 12/1/2024 | 12/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| D | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 57UEGBF1371 | 12/1/2024 | 12/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** [X] OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | Y | Y | 57SBWBG2HHU | 12/1/2024 | 12/1/2025 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 57WEGAE2KY9 | 12/1/2024 | 12/1/2025 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability + Pollution Liability | Y | | PAAEP0020108 | 12/1/2024 | 12/1/2025 | Per Claim<br>Aggregate Limit | $2,000,000<br>$4,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Additional Insured doesn't apply to the Professional Liability, just the Pollution Liability.
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
Project: Design Consultant Services Master Agreement – Turf Field Replacement, Projects Various Sites, Time-Sensitive 25-0844 Master Agreement.
Oakland Unified School District, its officers, officials, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

**CERTIFICATE HOLDER**

Oakland Unified School District
Attn: Juanita Hunter & Myra Segovia
Facilities Contracts & Bids
Facilities Planning & Management
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**
M. Chris Romano

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 57WEGAE2KY9 **Endorsement Number:**
**Effective Date:** 12/01/2024 Effective hour is the same as stated on the Information Page of the policy.
**Named Insured and Address:** Loving Campos Associates Architects, Inc. & LCA Architects, Inc.
590 Ygnacio Valley Road, Suite 310
Walnut Creek, CA 94596

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 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

| Person or Organization | Job Description |
|---|---|
| Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us | |

Countersigned by _____
Authorized Representative

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

# DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

## Project Information

| Project Name | Turf Field Replacement Projects Various Sites | Site | 918 |
|---|---|---|---|

## 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 | **x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000<br>**x** 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 | 1970 Broadway, Suite 800 | City | Oakland | State | CA | Zip | 94612 | | |
| Telephone | 925-944-2767 | Policy Expires | | | | | | | |
| Contractor History | Previously been an OUSD contractor? ☒Yes ☐No | Worked as an OUSD employee? ☐ Yes ☒ No | | | | | | | |
| OUSD Project # | 918 | | | | | | | | |

## Term of Original/Amended Contract

| | | | |
|---|---|---|---|
| Date Work Will Begin (i.e., effective date of contract) | 04-24-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 04-01-2028 |
| | | New Date of Contract End (If Any) | |

## Compensation/Revised Compensation

| | | | |
|---|---|---|---|
| If New Contract, Total Contract Price (Lump Sum) | $ | If New Contract, Total Contract Price (Not To Exceed) | $0.00 |
| Pay Rate Per Hour (If Hourly) | $ | If Amendment, Change in Price | $ |
| 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 |
|---|---|---|---|---|
| **96555/9000** | **Fund 21 Measure Y** | **210-9657-0-9000-8500-6215-918-9080-9906-9999-25028**<br>**210-9657-0-9000-8500-6215-918-9180-9906-9999-25028** | **6215** | **$0.00** |

## 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.** | **Executive Director of Facilities** | | | |
| | **Signature** Kenya Chatman (Mar 25, 2025 16:11 PDT) | Date Approved | Mar 25, 2025 | |
| **2.** | **General Counsel, Department of Facilities Planning and Management** | | | |
| | **Signature** James Traber | Date Approved | 03/25/2025 | |
| **3.** | **Chief Systems & Services Officer** | | | |
| | **Signature** Preston Thomas (Mar 26, 2025 08:09 PDT) | Date Approved | Mar 26, 2025 | |
| **4.** | **Chief Financial Officer** | | | |
| | **Signature** | Date Approved | | |
| **5.** | **President, Board of Education** | | | |
| | **Signature** | Date Approved | | |



**THIS FORM IS NOT A CONTRACT**