

Exhibit F17-01

AGREEMENT FOR ARCHITECTURAL SERVICES
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WITH
WLC Architects, Inc.
FOR
Pinole Valley High School Modernization Reconstruction

December 29, 2010

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of December 29, 2010, between the West Contra Costa Unified School District, a California public school district, ("District") and WLC Architects, Inc. ("Architect") (both collectively "Parties"), for the following project ("Project"): **Pinole Valley High School Modernization Reconstruction.**

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

Article 1. Definitions

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

AGREEMENT FOR ARCHITECTURAL SERVICES
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

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Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

- 1.1.13 **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, And Services Of Architect

- 2.1 Architect shall render the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2 Architect shall provide Services that shall comply with professional architectural standards including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3 The District intends to award the Project to contractor(s) pursuant to a competitive bid process and a construction manager and/or contractor(s) may provide input to the Architect on the constructability and design features of the Project.
- 2.4 Architect acknowledges that all California public school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:
- 2.4.1 A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 2.4.2 A Storm Water Pollution Prevention Plan (SWPPP) at:
- 2.4.2.1 Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
- 2.4.2.2 Construction sites where:
- 2.4.2.2.1 one (1) or more acres of soil will be disturbed, or
- 2.4.2.2.2 the project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.
- 2.4.3 Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required, Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this Subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the

Architect.

- 2.5 Architect shall contract for or employ at Architect's expense, consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscapers, and interior designers, licensed as such by the State of California as part of the basic services under this agreement. The names of consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Architect under terms of the Agreement. Architect shall require each of the consultants retained by it to execute agreements with the standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6 Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program, if any. If the Architect employs consultant(s), the Architect shall ensure that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's Labor Compliance Program, if any.
- 2.7 Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.8 Architect shall provide Services required to obtain any local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9 Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.10 Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking RFI's, providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and contractors on each of the Projects. The District reserves the right to retain the services of a Program Manager or Construction Manager or both at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District. In addition, the District may have the Program Manager or Construction Manager perform a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review, as applicable, as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.11 Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

- 2.12 As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.12.1 Ground contamination or hazardous material analysis.
 - 2.12.2 Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.12.3 Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District, provided that such comments are received no later than at 50% Construction Documents; incorporating mitigation measures first directed after that point will be treated as Additional Services.
 - 2.12.4 Historical significance report.
 - 2.12.5 Soils investigation.
 - 2.12.6 Geotechnical hazard report, except as indicated in Exhibit "A."

Article 3. Architect Staff

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

Principal In Charge: Kevin MacQuarrie
 Project Director: Jackie Bassman
 Project Architect(s): Janice Yeh
 Project Architect(s): _____
 Other: _____ : _____
 _____ : _____
 _____ : _____

Major Consultants:
 Electrical: Glumac.
 Mechanical: BP & Associates, Inc.
 Structural: Thornton Tomasetti
 Civil: Bohley Consulting
 Other:
 Landscape: Carducci & Associates, Inc
 Acoustical: Bill Dohn & Associates, Inc.
 Waterproofing:
 Theatre: Landry & Bogan, Theatre Consultants
 Energy: Gable Associates
 Sprinkler Design: 1500 Inc.

- 3.3 The Architect shall not change any of the key personnel listed above without prior written

approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5 Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6 Architect shall comply with Education Code Section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule Of Services

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

Article 5. Construction Cost Budget

- 5.1 Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the Exhibit "A," the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2 Architect shall complete all Services as described in Exhibit "A," including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project sufficient to deliver the Project within the Construction Cost Budget.
- 5.3 If any of the following events occur:
- 5.3.1 The lowest responsive base bid received is in excess of five percent (5%) over the Construction Cost Budget, or
- 5.3.2 If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget, or
- 5.3.3 If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as

these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:

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

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

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

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

Article 6. Fee And Method Of Payment

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

An amount equal to: eight million four hundred fifty one thousand, five hundred thirty nine Dollars (\$8,451,539).

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

6.3 Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**

6.4 No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.

6.5 The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6 Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment For Extra Services Or Changes

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

the request from the Architect.

Article 8. Ownership Of Data

- 8.1 Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2 The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3 The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4 In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District consistent with Section 8.6 below.
- 8.5 Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") which the District shall have the right to utilize in any way permitted by statute:
- 8.5.1 One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
- 8.5.2 One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
- 8.5.3 One set of non-fixed image CADD drawing files in DXF or DWG or both format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4 All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5 The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6 In the event the District changes or uses any fully or partially completed documents

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

Article 9. Termination Of Contract

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

Article 10. Indemnity/Architect Liability

- 10.1 To the furthest extent permitted by California law, Architect shall defend, indemnify, and

hold free and harmless the District, its agents, representatives, officers, consultants, employees, and trustees ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the willful misconduct, recklessness, or negligence of Architect, its officials, officers, employees, subcontractors, consultants, or agents arising out of, connected with, or resulting from the performance of the Services, or this Agreement.

- 10.2 Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.
- 10.3 Any and all costs incurred by District, or for which District may reasonably become liable, to the extent caused by the negligence or intentional wrongdoing of Architect in its performance hereunder, including negligent delays, shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

Article 11. Fingerprinting

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

Article 12. Responsibilities Of The District

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

Article 13. Liability Of District

- 13.1 Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost

profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

- 13.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

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

Article 15. Insurance

- 15.1 Architect shall comply with the insurance requirements for this Agreement, set forth in Exhibit "E."
- 15.2 Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in Exhibit "E."

Article 16. Covenant Against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment Of Agreement

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

Article 19. Law, Venue

- 19.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2 To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

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

Article 21. Severability

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

Article 22. Employment Status

- 22.1 Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 22.2 Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 22.4 Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 22.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that

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

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

Article 23. Certificate Of Architect

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

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

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

Article 24. Cost Disclosure - Documents And Written Reports

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

Article 25. Notice & Communications

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

District:	Architect:
West Contra Costa Unified School District	WLC Architects, Inc.
1300 Potrero Ave.	2600 Tenth St. Suite 500
Richmond, CA 94804	Berkeley, CA 94710
ATTN: William Savidge	ATTN: Kevin MacQuarrie

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

Article 26. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation

Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating the Architect's good faith efforts to meet these goals.

Article 27. District's Right to Audit

- 27.1 District retains the right to review and audit, and the reasonable right of access to Architect's and any sub-consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 27.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.
- 27.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 27.4 The Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 27.5 The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all subconsultants.
- 27.6 Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 28. Other Provisions

- 28.1 The Architect shall be responsible for the cost of construction change orders caused directly by the Architect's willful misconduct or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared construction documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 28.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this

Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.

28.3 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

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

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

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT WLC ARCHITECTS, INC.

Date: _____ 20____
By: 
Title: _____

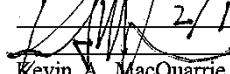
Date: 2/18, 2011
By: 
Title: Kevin A. MacQuarrie, AIA, Vice President
C-25998

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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

A. SCOPE OF PROJECT

1. *Pinole Valley High School Modernization Reconstruction in accordance with the master Plan approved by the Board of Education at its meeting of October 6, 2010.*

B. BASIC SERVICES

Architect agrees to provide the services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics,
 - b. Legal limitations and utility locations for the Project site(s),
 - c. Written legal description(s) of the Project site(s),
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e. Adjacent drainage;
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - i. Surveys, reports, as-built drawings, record drawings; and
 - j. Subsoil data, chemical data, and other data logs of borings.

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

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests

for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- a. In the event that the Architect provides site information and documentation as an Additional Service to the contract, then Architect shall be fully responsible for the accuracy and quality of site documentation including site survey data, utility information, and all aspects site conditions as confirmed by the Architect.
3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology department, and lay out any included technology backbone system. Architect shall coordinate the design and layout of the Project improvements to include the integration of the District's Wide Area Network ("WAN"), also known as the Gigaman network. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring, from the utility provider network to the school, and the entire Local Area Network within the school. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
 4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to verify that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.
 5. **District Standards.** District Standards. Architect shall incorporate in to its work and the work of all consultants the adopted District Standards for facilities and construction including, but not limited to, District Standards as Adopted by the Board of Education in Resolution 17-0607 on September 20, 2006.
 6. **Mandatory Assistance**
If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, and excepting any conflicts at interest, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").
 7. **Collaborative for High Performance Schools ("CHPS") Standards and State of California High Performance Schools Grant Program.** As part of Basic Services, the Architect shall assist the District to incorporate the Design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Edition, into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for the State of California High Performance Schools Grant Program as managed and implemented by the Division of State Architect. The Architect shall work with the District, Master Architect, CHPS Consultant, and Program Manager to verify that the District's project meets the highest possible point score under CHPS, consistent with the District's budget.
 - a. The Architect shall be responsible for setting up and maintaining the CHPS "Scorecard" and the DSA HPI Scorecard, which shall indicate the number of points that the project is scoring. The status of project in relation to CHPS/HPI points and compliance shall be assessed with the District at the start of each phase of the work.
 - b. The Architect shall assist the District in preparing applications to the Division of State Architect and Office of Public School Construction which shall include the scorecard and all required documentation

required to receive funding under the DSA/OPSC High Performance Schools Grant Program.

8. **Alternates.** As part of Basic Services, Architect shall design the Project to include alternates, either deductive or additive, in an amount equal to 10% of the budget for the Project. These alternates shall be identified in the Design Development Phase.
9. **Coordination with Local, State, Federal Agencies.** The Architect shall coordinate and assist in the preparation of all necessary documents and studies as required by the State Allocation Board ("SAB"), Office of Public School Construction ("OPSC"), California Department of Education ("CDE") and other local, state and federal agencies. The Architect shall also coordinate and assist the District in qualifying for utility rebates and funding including, but not limited to, energy rebates and optimal selection of utility rates and services. The District shall be copied on all such documentation, correspondence and communications with local, state and federal agencies. The Architect shall also coordinate and assist the District in obtaining required approvals from various utility companies including, but not limited to, services from electric, gas, water, sanitary or storm sewer, and telephone and cable TV public utilities. The Architect shall coordinate all local, state and federal agency requirements specific to the Project.
10. **Utility Services Verification.** The Architect shall prepare the documentation required to make points of connection to existing utility services provided by the public utilities. The Architect shall verify the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project.

B. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.

- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and between subconsultants.
- f. **Construction Cost Budget**
 - (i) Architect shall have responsibility to further review the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be prepared by the Program Manager and the Design Phase Manager and are to be based on the developed functional architectural programs as approved by the District. The Architect shall be responsible to review and advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:
 - (A) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (B) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (C) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (D) The Architect shall review all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

Prior to beginning each subsequent phase of the work the Architect shall verify in writing that they have reviewed Construction Cost Budget.
 - (E) Mechanical, electrical, civil and landscape consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
 - (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. However, the Architect shall be responsible to provide review, and final acceptance of the Construction Cost Budget as the basis for continuing the proposed project design.

3. Presentation

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

4. Deliverables and Numbers of Copies

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

- a. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Two copies of Site Plan;
- c. Two copies of Architect's concurrence with the revised Construction Cost Budget;
- d. Two copies of final Schedule of Work;
- e. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- f. Two copies of renderings provided to District for public presentation.

5. Meetings

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

C. SCHEMATIC DESIGN PHASE

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

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. Confirm with the District and with approving agencies, including DSA, the overall packaging of the Project into increments or phases which will provide a complete project.
 - a. Identify each of the Project increments and prepare a package of documents which is complete and coordinated with the overall project and all increments of the work which make up the complete project.
 - b. For each increment of the work the following requirements shall apply, similarly at each subsequent phase of the Architect's service.
4. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
5. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
 - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.
6. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
 - b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
 - d. Provide design criteria to include the intent base of design for the projects.
7. **Food Service.**
- a. Provide as a part of Basic Services, preliminary designs for Cafeteria and Food Service Kitchens, Warming Kitchens, service areas, and student/faculty serving lines.
 - (i) Coordinate work with the District's Food Services standards and meet with District staff to review preliminary designs and equipment.
 - (ii) Coordinate Food Services systems with Mechanical, Plumbing, and Electrical divisions.
8. **Electrical**
- a. Calculate overall approximate electrical loads.
 - b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
 - (i) WAN and LAN preliminary design to indicate coordination with network utility, site routing, sizes and locations of MDF space and individual building or floor IDF locations, proposed in-building routing approaches, preliminary room LAN components, including computer locations, presentation technology elements, Centralized Voice System components.
 - c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
 - d. Provide design criteria to include the intent base of design for the projects.

9. **Civil**

- a. Develop on and off Site utility systems such as sewer, domestic water system, storm drain, firewater lines and fire hydrants. Layout all proposed systems indicating tie-ins with existing on and off-site utilities. Provide the District with options for routing major utility systems, present options with anticipated costs and benefits to each of the proposed routes and system types.
 - (i) Meet with local Fire officials in the development of a preliminary Fire Access route on the site of the project and in the development of approved locations for on-site fire hydrants, Fire Dept connections, and fire water service routing and components.
- b. Coordinate the Schematic Civil work of the project with each of the major Utility service providers. Schedule and attend a preliminary design meeting with each provider, which shall include but not be limited to:
 - (i) PG&E
 - (ii) EBMUD
 - (iii) SBC
 - (iv) Comcast
 - (v) Local Sanitary District
 - (vi) Municipal Utility Systems.
- c. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
 - (i) Coordinate the work of the site development plans for the project with the District's Traffic Engineering Consultant.
- d. Coordinate finish floor elevations with architectural site plan.

10. **Landscape**

Develop and coordinate landscape design concepts, and entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

11. **Specifications**

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

12. **Construction Cost Budget**

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

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase.
- e. The Architect shall coordinate with the District's Program Manager and Design Phase Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

13. **Meetings**

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

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

14. **Deliverables and Numbers of Copies**

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

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

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

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

15. **Presentation**

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

D. DESIGN DEVELOPMENT PHASE

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

2. Architectural

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

3. Structural:

- a. Developed structural drawings with all foundation elements, and structural major members and elements defined, located and sized.
- b. Establish final building and floor elevations.

- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic design criteria.

4. **Mechanical**

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

5. **Food Service.**

Update and develop preliminary designs for Cafeteria and Food Service Kitchens, Warming Kitchens, service areas, and student/faculty serving lines. Prepare equipment and fixture schedules. Prepare developed designs for special systems, finishes, materials, or details required to complete a full package of Food Services work in the project.

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

6. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.
- d. Low voltage system designs fully developed including fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

- e. WAN and LAN systems developed to indicate network utility connections, sizes and locations of pull/pull boxes, site routing for all underground system components, sizes and locations, and layouts of MDF spaces and individual building or floor IDF locations, proposed in-building routing approaches, confirmed room LAN components, including computer locations, presentation technology elements, Centralized Voice System components. Preliminary material and product specifications completed.
 - f. Legend showing all symbols used on drawings.
 - g. More developed and detailed Specifications indicating quality level and manufacture for all elements of the Electrical system.
7. **Civil**
- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
 - b. Further refinement of Utility systems designs for on and off-site utility services to the project.
 - c. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
 - (i) Incorporate final comments and design proposals of the District's Traffic Engineering Consultant into the project documents.
8. **Landscape**
- Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines. Selection of site furnishings in accordance with District standards.
9. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.
10. **Construction Cost Budget**
- a. Working with the Design Phase Manager and the Program Manager, who shall have primary responsibility to prepare Cost Estimates for the Project, review the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget for the Design Development Phase:
 - b. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
 - c. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the primary responsibility of the Design Phase Manager and the Program Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost

Budget as reflected in the Cost Estimate updates at this and each phase. However, if Architect believes that the Design Phase Manager estimates are inaccurate, Architect shall inform the District of such belief. If the Cost Estimate exceeds the District's Construction Budget, Architect shall recommend revisions to bring the design within budget.

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

11. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format posted to PS2:

- (2) Design Development drawing set from all professional disciplines necessary to deliver the Project.
- (2) Specifications.
- (2) Architect's agreement with reconciled and revised Construction Cost Budget.
- (2) DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

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

12. **Meetings**

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

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

E. CONSTRUCTION DOCUMENTS PHASE

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

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

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

a. Architectural

- (i) Completed site plan. Site plan developed to show all building and improvement locations, all topographical elements and existing/proposed contour lines.
 - (A) Architectural site plans indicating the project phasing, locations of temporary housing if any, and coordinated fully with Landscape Plans, and Civil Plans.
- (ii) Demolition Plans. Where the project includes renovation of existing buildings the Construction Documents Demolition Plans shall be fully developed and coordinated among all disciplines of the project to clearly define all areas of interior demolition on the Demolition Plans.
 - (A) Demolition Plans for full buildings, whether a part of the full package or a separate package for Construction shall be complete and fully coordinated indicating:
 - (1) All buildings and site elements to be demolished and removed;
 - (2) All underground utilities, piping, footings, and other structural or non-structural elements which will impact the work;
 - (B) Demolition Plans. Coordination with District's Hazardous Materials removal plans shall be complete at the end of this phase. Architect shall have reviewed with the District's Consultant all Hazardous Materials surveys and reports and clearly indicated to the Consultant any impacts due to the demolition of existing building elements required by the project. Architects plans shall reference Hazardous Materials abatement plans and specifications to be incorporated into the Construction Document set.
- (iii) Completed floor plans, elevations, and sections. Elevations (exterior and interior) developed to clearly indicate all work and reference all details, materials, schedules, and special conditions which form the basis of the work,

sections and floor plans corrected to reflect design development review comments.

- (A) Floor plans, elevations and sections coordinated referencing all relevant details of the work.
- (B) Floor plans, elevations, and sections developed to incorporate plan review comments by the District, cost estimators, and Constructability Reviewers.

- (iv) Architectural details and large blow-ups with final details fully completed to indicate the detailed relationships of the elements of the work, materials, construction sequences, structural requirements, finish elements, and fully coordinated among all of the disciplines.
- (v) Finish, door, window, and hardware schedules completed, including all details, system types, special conditions and District requirements or standards referenced and coordinated among all the disciplines of the project.
- (vi) Site utility plans completed.
- (vii) Fixed equipment, cabinets and casework details and identification completed. Schedule complete with proper references to details, sizes, configurations and standards.
- (viii) Reflected ceiling plans completed and coordinated with floor plans, schedules, details, and mechanical and electrical systems.
- (ix) Incorporate all information and site designs related to temporary housing, where applicable, as provided by the District and/or Master Architect.

b. Structural

- (i) Structural floor plans and sections with detailing completed. Complete wall sections for each structural system location.
- (ii) Structural calculations completed.
- (iii) Structural footing and foundation plans, floor and roof framing plans with detailing completed.
- (iv) Special structural systems designed and detailed including all required bracing for shelving, special systems, brackets, and incidental elements of the design.
- (v) Lateral force resisting system calculations completed with system design fully developed and detailing completed and fully coordinated with architectural and other disciplines of the project.
- (vi) Structural designs, members and systems fully coordinated by Structural Engineer with other disciplines of the project.
- (vii) Completed cover sheet with general notes, symbols and legends.

c. **Mechanical**

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

d. **Food Service**

- (i) Completed, fully developed, detailed, and coordinated Food Services documents for the project.
 - (A) All equipment scheduled and coordinated with power, fire suppression, exhaust, control, mounting, wiring, and finishing details and standards included in the documents.
 - (B) Materials scheduled.
 - (C) Final review by the Contra Costa Health Department must be completed prior to completion of the Construction documents phase.

e. **Electrical**

- (i) Lighting, power, signal and communications plans showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

- (vi) Complete design of low voltage systems. Low voltage systems include fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
 - (A) Completed system designs to include riser diagrams, single line diagrams, logic and system structure diagrams.
 - (B) Completed low-voltage system specifications and manufacturer requirements incorporated into the documents.
- (vii) WAN and LAN systems and components fully design and completely developed and detailed to indicate network utility connections, sizes and locations of pullpull boxes, site and routing for all underground system components, sizes and locations, and layouts of MDF spaces and individual building or floor IDF locations, proposed in-building routing approaches, completed and scheduled room LAN components, including computer locations, presentation technology elements, Centralized Voice System components. Final material and product specifications completed after coordination with the District's Technology Consultant.

f. **Civil**

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

- (i) Fully coordinated and completed construction documents showing the work of the project with each of the major Utility service providers. Indicate to District that each of the listed major Utility service providers has reviewed the project work and approved routing, connections, and on-site improvements and off-site connections as meeting the providers design standards.
 - (A) PG&E
 - (B) EBMUD
 - (C) SBC
 - (D) Comcast
 - (E) Local Sanitary District and other Municipal Utility Systems.

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

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

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

g. **Landscape**

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

h. **Construction Cost Budget**

- i. Working with the Design Phase Manager and the Program Manager, who shall have primary responsibility to prepare Cost Estimates for the project, review the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget for the Construction Documents Phase:
- j. Construction Documents Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- k. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the primary responsibility of the Design Phase Manager and the Program Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase. However, if Architect believes that the Design Phase Manager estimates are inaccurate, Architect shall in form the District of such belief. If the Cost Estimate exceeds the District's Construction Budget, Architect shall recommend revisions to bring the Design within budget.
 - (i) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 0% in the cost estimates.
- l. **Specifications**
 - (i) Complete development and final preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in accordance with Section 2.17 of this Agreement.
 - (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400
 - (iii) Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by the District and only with District's prior approval.
 - (iv) At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.
 - (v) Coordination of the Specifications with specifications developed by other disciplines.
 - (vi) Specifications shall be in CSI format
 - (vii) Architect shall review and incorporate the Division 0 and Division 1 Specifications developed by the District into the Project documents.

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

m. **Constructability Review**

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

1. Architect and all sub-consultants shall attend Constructability review meeting(s) to review comments and after completion of changes to the documents shall meet with the reviewers and confirm that all applicable comments have been incorporated into the plans.
 - a. Incorporation of the comments shall be in a timely fashion coordinated with the completion of DSA Backcheck comments to provide the District with a fully coordinated set of documents for bidding and construction.

n. **Deliverables and Numbers of Copies**

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

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

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

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments and all owner review comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

- (i) Drawings: Original copies of all drawings with each Architect/consultant's State license stamp.
 - (ii) Drawings: Electronic format submitted to the District on PS2.
 - (iii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the consultants' completed Construction Documents.

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

F. BIDDING PHASE

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

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

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

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

G. CONSTRUCTION ADMINISTRATION PHASE

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

1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase, or upon the District's terminating the Agreement, whichever is earlier.

2. During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
3. **Submittals**
 - a. Architect shall review and take appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - b. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This 21-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
4. **RFIs**
 - a. During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance.
6. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' recorded changes which the contractor(s) should prepare and submit as As-Built Drawings. As-Built Drawings are documents that show changes made during the construction project, including changes necessitated by change orders, and recorded by the District's construction contractor(s) on a Conforming Set.
7. **Record Drawings.** The Architect shall incorporate all information on the As-Built Drawings and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of drawings all changes from the As-Built Drawings, sketches, details, and clarifications including without limitation all requests for information and change orders based upon the construction contractor's representations of actual construction. The Architect shall deliver the Record Drawings to the District at completion of the construction in the format acceptable to the District and it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.

8. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
9. Architect shall also provide, at the District's request and at no additional cost to the District, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work for a period of six months following the completion of work.
10. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

11. **Deliverables and Number of Copies**

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

- (2) Meeting report/minutes from kick-off meeting;
- (2) Observation reports;
- (2) Weekly meeting reports which reflect substantive Architectural issues discussed.

12. **Meetings**

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

H. CLOSE OUT PHASE

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

- f. Architect shall prepare a set of As-Built Drawings for the Project utilizing the Record Drawings.
 - g. Architect shall review and prepare a package of all warranty and M&O documentation.
 - h. Architect shall organize electronic files, plans and prepare Project binder.
 - i. Architect shall coordinate all Services required to close-out the Project with the District and between consultants.
 - j. Architect shall, prior to final payment and at its own expense, provide the District with two copies on CD-ROM of the final DSA approved, bound .DWG, .PDF or .TIF format Drawings.
2. The District shall prepare and record with the County Recorder a Notice of Completion for the Project.

3. **Deliverables and Number of Copies**

- (2) Punch lists for each site

4. **Meetings**

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

I. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings during the entire design phase with its consultant(s). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
 - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
 - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
 - c. As required, Architect shall provide to the District copies of all documents or other information needed for each meeting, site visit, and workshop. These copies shall be a reimbursable expense.
 - d. Meeting times shall be as required to complete the work and shall be held at the District office or at one of the Project sites, unless otherwise indicated.
3. **Meetings During Project Initiation Phase**
 - a. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting for all sites to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, the Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

4. **Initial Site Visits meetings and site reviews as required without limitation to correctly inventory and identify all pertinent elements of the existing site and buildings for consideration as a part of the Project.**
- a. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.
5. **Meetings During Architectural Program**
- a. Architect shall participate in one public community information site meeting, per site, to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- b. Architect shall conduct one site visit/meeting, per site, with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
6. **Meetings During Schematic Design Phase**
- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct ongoing design meetings, with the District's facilities team and site personnel to complete a basic design framework of the Project. These workshops (Site Committee Meetings) shall be ongoing and may include several meetings and shall not be concluded until the principal has indicated his or her acceptance with the Architect's preliminary design. These Site Committee Meetings shall include the following:
- (i) Architect shall designate its team member duties and responsibilities;
- (ii) Architect and District shall review District goals and expectations;
- (iii) District shall provide input and requirements;
- (iv) Architect and District shall review Project scope and budget;
- (v) Architect shall, on an ongoing basis, prepare updated plans, drawings, sketches, renderings to respond to proposed Project configurations during this phase;
- (vi) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
- (vii) Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.
7. **Meetings During Design Development Phase**
- a. At the time designated for completion of the Design Development package, Architect shall conduct ongoing meetings, per package of submittal, as required to complete the work of this phase, with the District to review the following:

- (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Architect and District shall review Project scope and budget.
- b. **Value Engineering Workshop**
- If the Project is shown to be over the District approved construction cost budget, the Architect shall participate in and coordinate with up to two (2) value engineering workshops, as requested by the District, including all Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase.
8. **Meetings During Construction Documents Phase**
- a. Prior to the fifty percent (50%) CD design package, Architect shall conduct meetings as required, per package of submittal, with the District to revise the Design Development package and receive comments.
 - b. **50% CD Review Meeting.** In lieu of a 50% CD submittal, the Architect shall initiate and coordinate an in-house 50% CD review with the District, Construction Manager, Master Architect, Design Phase Managers. This review shall include mandatory attendance by all of the Architect's sub-consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches or other material clearly indicating that the work has progressed to the 50% CD phase.
 - c. After the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct additional meetings, per package or submittal, with the District to review the following:
 - (i) Not used
 - (ii) Architect and District shall provide further review of Project scope and budget;
 - d. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings as required, per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Architect and District shall provide further review of Project scope and budget.
9. **Meetings During Bidding Phase**
- a. Attend and take part in 2 pre-bid meetings with all potential bidders, District staff, and Program Manager, the Construction Manager and/or Design Phase Manager.
 - b. Conduct one kick-off meeting, per site, with the successful bidder for each project package, District staff, and Program Manager, Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.
10. **Meetings During Construction Administration Phase, plus weekly project meetings until entire project is complete.**

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the Project. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.
- b. Conduct weekly project meetings with District staff to review with District staff the progress of the work. Construction phase meetings shall be as required to complete the work in conformance with the District's proposed schedule for construction, for each of the project phases identified. Extension of the established construction schedule may be justification for additional services unless such extension is the result of the Architect's negligence, errors, or omissions.
- c. Architect shall ensure that consultant(s) visit the site in conformance with their agreement and that sub-consultant agreements shall reference District requirements for Construction Phase services.

11. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend one District citizen bond oversight committee meeting and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

12. Governing Board Meetings

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend up to two District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

EXHIBIT "B"**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are:
 - 1. Inconsistent with approvals or instructions previously given by the District.
 - 2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
 - 3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
- B. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
- C. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- D. Providing services made necessary by the default of contractor(s), by major defects, deficiencies in the work of contractor(s), or extensions in the construction duration unless such extensions are a result of Architect's negligence, errors, or omissions.
- E. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- F. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
- G. Providing services as directed by the District that are not part of the Services of this Agreement.
- H. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- I. Providing training, adjusting, or balancing of systems and/or equipment beyond that indicated as a part of Basic Services for the completion of the project.

EXHIBIT "C"**SCHEDULE OF SERVICES**

- A. The Schedule of Services shall apply to the completion of all services listed hereunder within the times established by the Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. Pinole Valley High School Schedule
1. Architect shall complete all Services required under the Development of Architectural Program section within **60 calendar days** after written authorization from District to proceed.
 2. Architect shall complete all Services required under the Schematic Design Phase within **90 calendar days** after written authorization from District to proceed.
 3. Architect shall complete all Services required under the Design Development Phase within **153 calendar days** after receipt of a written authorization from District to proceed.
 4. Architect shall complete all Services required under Construction Documents Phase within **304 calendar days** after written authorization from the District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
 - a. Final Documents **607 calendar days**
- C. The durations stated above exclude the review periods required by the District and all other regulatory agencies.
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the schedule are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

EXHIBIT "D"**PAYMENT SCHEDULE****A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within fifty (50) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A."** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to the Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Basic Services contracted for under this Agreement.
 - a. **Total Fee Per Phase:** The following fee scale shall be used to calculate the portion of fee allotted to each phase of Architect's services:

	Phase Scope	Const. Budget	Fee Amount
1.	Interim Housing	\$1,959,510	\$624,048
2.	Demolition of Existing Campus	\$4,339,235	\$99,195
3.	Construct New Campus	\$70,936.157	\$6,987,666
4.	Removal of Temporary Housing	\$70,286	\$70,327
5.	Sports Fields / Parking / Court Restoration	\$6,703,290	\$670,303
	TOTAL BASE COMPENSATION	\$84,641,487	\$8,451,539

- b. **Percentage of Fee Per Phase:** The following percentage of fees shall be used to calculate the portion of fee allotted to each phase of Architect's services:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Fee Amount
Schematic Design Phase	(10%) Ten Percent
Design Development Phase	(15%) Fifteen percent
Construction Documents Phase	(35%) Thirty Five
DSA Approval	(5%) Five
Bidding Phase	(5%) Five
Construction Administration Phase	(25%) Twenty Five
Close Out Phase	(5%) Five
TOTAL BASE COMPENSATION	(100%) One Hundred

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

a. Pre- Design/Architectural Program Development Phase: (NOT USED)

b. For Schematic Design Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Administration Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment thirty-five (35) days after completion of all items in this phase.

h. For Miscellaneous Tasks

Lump sum payment thirty-five (35) days after completion of each miscellaneous item shown in Section A.3.a.

C. Reimbursable Expenses

1. Deliverables as required as a part of this agreement will be billed at 1.1 times direct cost. Printing will be done by a District approved vendor.
2. The District, at its sole option, may self-print the deliverables required under Exhibit "A" from documents as posted on the PS2.
3. Prints for the Architect's own use and for consultant coordination are not reimbursable expenses.

EXHIBIT "E"**INSURANCE REQUIREMENTS**

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s).
- B. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation.** Statutory limits required by the State of California and
 4. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than one hundred fifty thousand dollars (\$150,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$150,000. At the option of the District, either:
1. The District can accept the higher deductible;
 2. The Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. The Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to this project, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after 30 days written prior notice by certified mail, return receipt requested, has been given to the District to the addressee identified in the Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
1. The District can accept the lower rating;
 2. Require the Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Architect shall furnish the District with:
1. Certificates of insurance showing maintenance of the required insurance coverage;
 2. Original endorsements, if any, affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.



AMENDMENT NO: (1) ONE
TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

WLC ARCHITECTS

FOR

PINOLE VALLEY HIGH SCHOOL

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

JUNE 27, 2011

**AMENDMENT NO: (1) ONE
AGREEMENT FOR PROFESSIONAL SERVICES
DATED DECEMBER 29, 2010**

Between :

OWNER:

West Contra Costa Unified School District
1300 Potrero Avenue
Richmond, CA 94804
(Hereinafter "District")

and

CONSULTANT:

WLC Architects
2600 Tenthth Street – Suite 500
Berkeley, CA 94710
(Hereinafter "Consultant")

SUBJECT:

Pinole Valley High School Project
Amendment No.(1) One
Supplemental Survey Information Services

1. The "Scope of Services" of the above referenced Agreement is hereby modified as follows:

Provide a supplemental topographic survey required for Civil Engineer's work.

2. "Compensation and Payment" of our Agreement dated December 29, 2010 is hereby modified to allow for the additional fees required to implement the above changes. The present fee of **\$8,451,539** is hereby increased by a lump sum fee of \$28,600 per your proposal dated June 9, 2011 (attached), and Board Approval date of June 28, 2011, for a total fee of \$8,480,139.

All other conditions of our Agreement (and subsequent Amendment(s) set forth above) remain in full force and effect as originally stated.

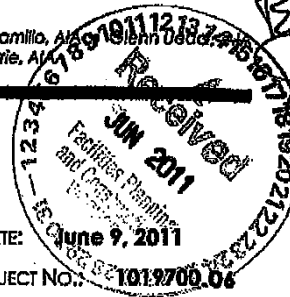
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11/11/2011

11/11/2011



George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA



ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: **Pinole Valley High School New Campus** DATE: **June 9, 2011**
CLIENT: **West Contra Costa Unified School District** WLC PROJECT NO.: **1019700.06**
PH. NO.: **(510) 307-4540** FAX NO.: **(510) 231-2406**

ADDITIONAL SERVICE DESCRIPTION: Additional Service Authorization 1
Supplemental topographic survey required for Civil Engineer's work as follows:

- Plan-I-metrics (all physical features including buildings).
- Contours at 1-foot intervals.
- Project area spot elevations at 25-foot grid pattern, including existing buildings.
- Tree trunk and drip line areas within property.
- Field survey accuracy for ADA considerations.
- Preliminary title report, property line boundaries and easements.
- Location, size, and extent of all public utilities recorded by utility companies transiting the property or in adjacent right of ways. Field survey invert elevations of all catch basins and manholes.
- Location, size, and extent of all irrigation main lines recorded by District "as-built" plans or field observations transiting the property or in adjacent right of ways.
- Location, size, and extent of all irrigation main lines recorded by District "as-built" plans or field observations transiting the property or in adjacent right of ways.

FEE SCHEDULE:

We will invoice for this work against our Project 1019700. We will invoice for this work at a lump sum rate of Twenty Eight Thousand Six Hundred Dollars (\$28,600.00) including consulting engineer charges.

ADDITIONAL SERVICES APPROVAL

Please sign and return:

Acceptance copy of this service authorization **MUST BE** returned prior to commencement of work.

SIGNATURE _____ DATE: _____

PRINT NAME: _____ CLIENT P.O. / PROJECT NO.: _____

FROM:  _____, WLC Architects, Inc.
KEVIN A. MacQUARRIE, Architect, AIA, Principal

ACKNOWLEDGMENT COPY - PLEASE SIGN AND RETURN

cc: Nanette K. Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

KAM:MT:jg/P01019700x1-asa

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Pinole Middle School Portables Demolition Measure J Bond	June 2011 thru September 2011	Winzler and Kelly	\$14,904	Hazardous Materials abatement plans & specs, construction phase monitoring.
(Pinole Valley High School New Campus) (Measure J Bond)	(July 2011 thru September 2011)	(WLC Architects)	(\$28,600)	(Supplemental survey information services.)
LPS/Gompers High School New Campus Measure J Bond	June 2011 thru August 2011	HMC/Beverly Prior Architects	\$198,000	Additional services for revised structural foundation system design.
Elementary School Restroom Wall Repairs— Washington Measure J Bond	July 2011 thru December 2011	Interactive Resources	\$21,700	Architectural services for repair plan, construction documents, bidding.
Pinole Middle School Fields Project Measure J Bond	June 2011 thru September 2012	Powell and Partners Architects	\$240,960	Architectural and Engineering Services for Field Design.
Madera Elementary School Field Drainage Repairs Measure J Bond	June 2011 thru October 2011	Hamilton + Aitken Architects	\$4,750	Civil engineering services to repair perimeter drainage.
Fairmont Elementary School Reconstruction Measure J Bond	July 2011 thru September 2011	Luk Associates	\$9,200	Update Boundary and Topographic Survey
Kennedy High School Field Lights Measure J Bond	June 2011 thru October 2011	Powell and Partners Architects	\$17,465	Additional services for supplemental lighting and sound system.

June 28, 2011

AMENDMENT NO: (2) TWO
TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

WLC ARCHITECTS

FOR

PINOLE VALLEY HIGH SCHOOL

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

NOVEMBER 2, 2011

**AMENDMENT NO: (2) TWO
AGREEMENT FOR PROFESSIONAL SERVICES
DATED DECEMBER 29, 2010**

Between :

OWNER: West Contra Costa Unified School District
1300 Potrero Avenue
Richmond, CA 94804
(Hereinafter "District")

and

CONSULTANT: WLC Architects
2600 Tenthth Street – Suite 500
Berkeley, CA 94710
(Hereinafter "Consultant")

SUBJECT:
Pinole Valley High School Project
Amendment No.(2) Two
Mitigation of Traffic on Pinole Valley Road

1. The "Scope of Services" of the above referenced Agreement is hereby modified as follows:

Provide additional design services, as well as coordination and meetings pertaining to mitigation of traffic on Pinole Valley Road. Services will include the following:

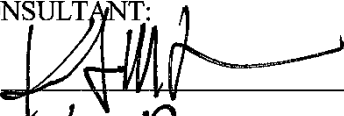
- Coordinate and assist District's Traffic Engineer to develop presentation drawings and attend meetings with the City of Pinole Traffic and Pedestrian Safety Committee.
- Coordinate and assist District's Traffic Engineer to develop concept drawings and attend meetings with the City of Pinole agencies: Public Works, City Planning, Fire and Police Department.
- Coordinate and assist District's Traffic Engineer to develop presentation drawings and attend meetings with the City of Pinole City Council.
- Coordinate the District's Traffic Engineer off-site roadway work with the Pinole Valley High School project's civil engineering scope of work.
- Coordinate City of Pinole Street Furnishing Master Plan requirements into the Pinole Valley High School street frontage work.
- Coordinate and assist District's Traffic Engineer to develop presentation drawings and attend meetings with the Pinole Valley High School Site Committee.

2. "Compensation and Payment" of our Agreement dated December 29, 2010 is hereby modified to allow for the additional fees required to implement the above changes. The present fee of \$8,480,139 is hereby increased by a lump sum fee of \$39,450 per your proposal dated October 6, 2011 (attached), and Board Approval date of November 2, 2011, for a total fee of \$8,519,589.

All other conditions of our Agreement (and subsequent Amendment(s) set forth above) remain in full force and effect as originally stated.

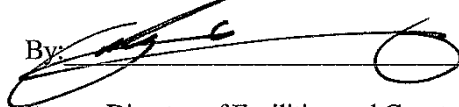
IN WITNESS WHEREOF, the Consultant has executed this Amendment, and the District by its _____, who is authorized to do so, has executed this Amendment..

CONSULTANT:

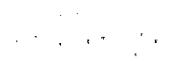
By: 
Its: VICE PRESIDENT

Dated: 11.8.11

WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT:

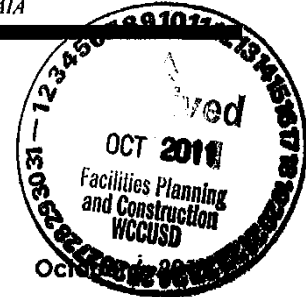
By: 
Its: Director of Facilities and Construction

Dated: 11/15/11





George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
 Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA



ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: **Pinole Valley High School New Campus** DATE: **October 2011**
 CLIENT: **West Contra Costa Unified School District** WLC PROJECT NO.: **1019700.06**
 PH. NO.: **(510) 307-4540** FAX NO.: **(510) 231-2406**

ADDITIONAL SERVICE DESCRIPTION: Additional Service Authorization 2

Streetscape landscape design and coordination with Civil Engineer and District Traffic Engineers to provide City of Pinole offsite roadway improvements along Pinole Valley Road. The following tasks and deliverables to be provided:

- Coordinate and assist District's Traffic Engineer to develop presentation drawings and attend meetings with the City of Pinole Traffic and Pedestrian Safety Committee.
- Coordinate and assist District's Traffic Engineer to develop concept drawings and attend meetings with the City of Pinole agencies: Public Works, City Planning, Fire and Police Department.
- Coordinate and assist District's Traffic Engineer to develop presentation drawings and attend meetings with the City of Pinole City Council.
- Coordinate the District's Traffic Engineer off-site roadway work with the Pinole Valley High School project's civil engineering scope of work.
- Coordinate City of Pinole Street Furnishing Master Plan requirements into the Pinole Valley High School street frontage work.
- Coordinate and assist District's Traffic Engineer to develop presentation drawings and attend meetings with the Pinole Valley High School Site Committee.

FEE SCHEDULE:

We will invoice for this work against our Project 1019700. We will invoice for this work at a lump sum rate of Thirty Nine Thousand Four Hundred Fifty Dollars (\$39,450.00) including consulting engineer charges.

Additional Service Authorization 2
Pinole Valley High School New Campus
Project 1019700.06
October 6, 2011
Page 2

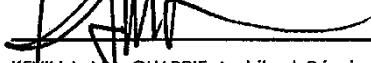
ADDITIONAL SERVICES APPROVAL

Please sign and return:

Acceptance copy of this service authorization **MUST BE** returned prior to commencement of work.

SIGNATURE _____ DATE: _____

PRINT NAME: _____ CLIENT P.O. / PROJECT NO.: _____

FROM:  _____, WLC Architects, Inc.
KEVIN A. MACQUARRIE, Architect, Principal

ACKNOWLEDGMENT COPY - PLEASE SIGN AND RETURN

cc: Nanette K. Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

KAM:MT:jg/P01019700x2-asa



**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

High School Master Plan Education Specifications Measure J Bond	October 2011 thru November 2011	WLC Architects, Inc.	Hourly, not to exceed \$10,000	Additional design services to complete documents.
Pinole Valley High School Campus Replacement Project Measure J Bond	October 2011 thru December 2011	WLC Architects, Inc.	\$39,450	Additional design services, as well as coordination and meetings pertaining to mitigation of traffic on Pinole Valley Road.
Fairmont Elementary School Campus Replacement Project Measure J Bond	November 2011 thru January 2012	A3GEO.	\$35,449	Additional design-level geotechnical investigation and hazard study services.

November 2, 2011

Exhibit F17-02

RECEIVED
WCCUSD

DEC 1 2011

Associate Superintendent
Operations

AGREEMENT FOR ARCHITECTURAL SERVICES

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

WITH

INTERACTIVE RESOURCES

FOR

WOODROW WILSON ELEMENTARY SCHOOL RECONSTRUCTION

NOVEMBER 17, 2011

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of November 17, 2011, between the West Contra Costa Unified School District, a California public school district, ("District") and Interactive Resources ("Architect") (both collectively "Parties"), for the following project ("Project"): **Woodrow Wilson Elementary School Reconstruction.**

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

Article I. Definitions

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

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

Article 2. Scope, Responsibilities, And Services Of Architect

- 2.1. Architect shall render the Services as described in Exhibit "A" and "A-1," commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as Exhibit "C."
- 2.2. Architect shall provide Services that shall comply with professional architectural standards including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to contractor(s) pursuant to a competitive bid process and a construction manager and/or contractor(s) may provide input to the Architect on the constructability and design features of the Project.
- 2.4. Architect acknowledges that all California public school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:
 - 2.4.1. A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
 - 2.4.2. A Storm Water Pollution Prevention Plan (SWPPP) at:
 - 2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
 - 2.4.2.2. Construction sites where:
 - 2.4.2.2.1. one (1) or more acres of soil will be disturbed, or
 - 2.4.2.2.2. the project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.
 - 2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required,

Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this Subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

- 2.5. Architect shall contract for or employ at Architect's expense, consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscapers, and interior designers, licensed as such by the State of California as part of the basic services under this agreement. The names of consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Architect under terms of the Agreement. Architect shall require each of the consultants retained by it to execute agreements with the standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program, if any. If the Architect employs consultant(s), the Architect shall ensure that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's Labor Compliance Program, if any.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.8. Architect shall provide Services required to obtain any local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.10. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking RFI's, providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and contractors on each of the Projects. The District reserves the right to retain the services of a Program Manager or Construction Manager or both at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District. In addition, the District may have the Program

Manager or Construction Manager perform a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

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

Article 3. Architect Staff

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

Principal In Charge: Andrew Butt
 Project Director: _____
 Project Architect(s): _____
 Project Architect(s): _____
 Other: _____ : _____
 _____ : _____
 _____ : _____

Major Consultants:
 Electrical: _____
 Mechanical/Plumbing: _____
 Structural: _____
 Civil: _____
 Other: _____

- 3.3. The Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either

case, District shall be allowed to interview and approve replacement personnel.

- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code Section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule Of Services

The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A" and A-1,** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if any delay is beyond the Architect's or its consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit "A" and "A-1,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A" and "A-1,"** including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. If any of the following events occur:
 - 5.3.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget, or
 - 5.3.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget, or
 - 5.3.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as

these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:

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

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

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

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

Article 6. Fee And Method Of Payment

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

An amount equal to: Two Million, Four Hundred Thousand Dollars (\$2,400,000).

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

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. The District will set the new fee in consultation with the Architect.

Article 7. Payment For Extra Services Or Changes

District-authorized services outside of the scope in **Exhibit "A" and "A-1,"** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, the Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that the Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with

such Extra Services not earlier than two business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership Of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One set of non-fixed image CADD drawing files in DXF or DWG or both format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

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

Article 9. Termination Of Contract

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

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the willful misconduct, recklessness, or negligence of Architect, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement.
- 10.2. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.
- 10.3. Any and all costs incurred by District, or for which District may reasonably become liable, to the extent caused by the negligence of Architect or intentional wrongdoing of Architect in its performance hereunder, including negligent delays, shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

Article 11. Fingerprinting

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

Article 12. Responsibilities Of The District

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

Article 13. Liability Of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

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

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in Exhibit "E."
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in Exhibit "E."

Article 16. Covenant Against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment Of Agreement

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

transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

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

Article 20. Alternative Dispute Resolution

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

Article 21. Severability

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

Article 22. Employment Status

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

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

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

22.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from

future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. Certificate Of Architect

- 23.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.
- 23.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 23.3. Architect certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 24. Cost Disclosure - Documents And Written Reports

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

Article 25. Notice & Communications

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

District:
 West Contra Costa Unified School District
 1300 Potrero Ave.
 Richmond, CA 94804
 ATTN: Magdy Abdalla

Architect:
 Interactive Resources
 117 Park Place
 Richmond, CA 94801
 ATTN: Andrew Butt

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

Article 26. Disabled Veteran Business Enterprise Participation

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

Article 27. District's Right to Audit

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

ensure that these sections are binding upon all subconsultants.

- 27.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 28. Other Provisions

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

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

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

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT INTERACTIVE RESOURCES

Date: _____, 20____
 By: 
 Title: _____

Date: 11/23, 2011
 By: T. Brutt
 Title: PRES

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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

A. SCOPE OF PROJECT

1. Architectural and Engineering services for the design of a new school building and related site design, permitting through DSA, and construction administration related services for Woodrow Wilson Elementary School

B. BASIC SERVICES

Architect agrees to provide the services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics,
 - b. Legal limitations and utility locations for the Project site(s),
 - c. Written legal description(s) of the Project site(s),
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e. Adjacent drainage;
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - i. Surveys, reports, as-built drawings, record drawings; and
 - j. Subsoil data, chemical data, and other data logs of borings.
 - k. Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.
 - l. If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural,

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

1) In the event that the Architect provides site information and documentation as an Additional Service to the contract, then Architect shall be fully responsible for the accuracy and quality of site documentation including site survey data, utility information, and all aspects site conditions as confirmed by the Architect.

3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology department, and lay out any included technology backbone system. Architect shall coordinate the design and layout of the Project improvements to include the integration of the District's Wide Area Network ("WAN"), also known as the Gigaman network. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring, from the utility provider network to the school, and the entire Local Area Network within the school. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.
5. **District Standards.** District Standards. Architect shall incorporate in to its work and the work of all consultants the adopted District Standards for facilities and construction including, but not limited to, District Standards as Adopted by the Board of Education in Resolution 17-0607 on September 20, 2006.
6. **Mandatory Assistance**
If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").
7. **Collaborative for High Performance Schools ("CHPS") Standards and State of California High Performance Schools Grant Program.** As part of Basic Services, the Architect shall assist the District to incorporate the Design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Edition, into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for the State of California High Performance Schools Grant Program as managed and implemented by the Division of State Architect. The Architect shall work with the District, Master Architect, CHPS Consultant, and Program Manager to ensure that the District's project meets the highest possible point score under CHPS, consistent with the District's budget.
 - a. The Architect shall be responsible for setting up and maintaining the CHPS "Scorecard" and the DSA HPI Scorecard, which shall indicate the number of points that the project is scoring. The status of project in relation to CHPS/HPI points and compliance shall be assessed with the District at the start of each phase of the work.

- b. The Architect shall assist the District in preparing applications to the Division of State Architect and Office of Public School Construction which shall include the scorecard and all required documentation required to receive funding under the DSA/OPSC High Performance Schools Grant Program.
- 8. **Alternates.** As part of Basic Services, Architect shall design the Project to include alternates, either deductive or additive, in an amount equal to 10% of the budget for the Project. These alternates shall be identified in the Design Development Phase.
- 9. **Coordination with Local, State, Federal Agencies.** The Architect shall coordinate and assist in the preparation of all necessary documents and studies as required by the State Allocation Board (“SAB”), Office of Public School Construction (“OPSC”), California Department of Education (“CDE”) and other local, state and federal agencies. The Architect shall also coordinate and assist the District in qualifying for utility rebates and funding including, but not limited to, energy rebates and optimal selection of utility rates and services. The District shall be copied on all such documentation, correspondence and communications with local, state and federal agencies. The Architect shall also coordinate and assist the District in obtaining required approvals from various utility companies including, but not limited to, services from electric, gas, water, sanitary or storm sewer, and telephone and cable TV public utilities. The Architect shall coordinate all local, state and federal agency requirements specific to the Project.
- 10. **Utility Services Verification.** The Architect shall prepare the documentation required to make points of connection to existing utility services provided by the public utilities. The Architect shall verify the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project.

C. PRE-DESIGN AND START-UP SERVICES (NOT USED)

D. SCHEMATIC DESIGN PHASE

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

- 1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- 3. Confirm with the District and with approving agencies, including DSA, the overall packaging of the Project into increments or phases which will provide a complete project.
 - a. Identify each of the Project increments and prepare a package of documents which is complete and coordinated with the overall project and all increments of the work which make up the complete project.
 - b. For each increment of the work the following requirements shall apply, similarly at each subsequent phase of the Architect's service.

4. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
5. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
 - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.
6. **Mechanical**
 - a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
 - b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - c. Show selected system on drawings as follows:
 - 1) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - 2) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - 3) Schematic piping.
 - 4) Temperature control zoning.
 - d. Provide design criteria to include the intent base of design for the projects.
7. **Food Service.**
 - a. Provide as a part of Basic Services, preliminary designs for Cafeteria and Food Service Kitchens, Warming Kitchens, service areas, and student/faculty serving lines.

- b. Coordinate work with the District's Food Services standards and meet with District staff to review preliminary designs and equipment.
- c. Coordinate Food Services systems with Mechanical, Plumbing, and Electrical divisions.

8. Electrical

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. WAN and LAN preliminary design to indicate coordination with network utility, site routing, sizes and locations of MDF space and individual building or floor IDF locations, proposed in-building routing approaches, preliminary room LAN components, including computer locations, presentation technology elements, Centralized Voice System components.
- d. Show system(s) selected on drawings as follows:
 - 1) Single line drawing(s) showing major distribution system.
 - 2) Location and preliminary sizing of all major electrical systems and components including:
 - a) Load centers.
 - b) Main panels.
 - c) Switch gear.
- e. Provide design criteria to include the intent base of design for the projects.

9. Civil

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

- c. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
 - 1) Coordinate the work of the site development plans for the project with the District's Traffic Engineering Consultant.
- d. Coordinate finish floor elevations with architectural site plan.

10. Landscape

Develop and coordinate landscape design concepts, and entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

11. Specifications

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

12. Construction Cost Budget

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

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - 1) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase.
- e. The Architect shall coordinate with the District's Program Manager and Design Phase Manager to further develop, review, and reconcile the Construction Cost Budget.

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

13. Meetings

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

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

14. Deliverables and Numbers of Copies

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

- a. Confirmation of Construction Cost Budget as prepared for this Phase;
- b. Meeting Reports/Minutes;
- c. Schematic Design Package with alternatives as may be required to consider all appropriate project options.
- d. A statement indicating changes made to the Architectural Program and Schedule.
- e. DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- f. Complete Schematic Design Color Presentation Package including PowerPoint presentation and mounted glossy boards with Site Plan, Floor Plans, Elevations, and any other drawings to fully indicate the project schematic design.

15. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.
- c. The Architect shall meet with the Principal and the Site Committee of the school and shall attain their signature of approval of the design on one set of drawings prepared by Architect.
- d. Prior to approval of the project Schematic Design, the Architect shall meet with the District and make presentations to the District's Superintendent and Board of Education of the project schematic design.

- 1) Where the Superintendent or the Board request reasonable changes to the project the Architect shall incorporate such changes as a part of Basic Services and prior to advancing to the next phase of work.

E. DESIGN DEVELOPMENT PHASE

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

1. Architectural

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

2. Structural:

- a. Developed structural drawings with all foundation elements, and structural major members and elements defined, located and sized.
- b. Establish final building and floor elevations.

- c. Preliminary specifications.
 - d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
 - e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic design criteria.
3. **Mechanical**
- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
 - b. Major mechanical equipment should be scheduled indicating size and capacity.
 - c. Ductwork and piping should be substantially located and sized.
 - d. Plumbing Plans for project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the project.
 - e. Devices in ceiling should be located.
 - f. Legend showing all symbols used on drawings.
 - g. More developed Outline Specifications indicating quality level and manufacture.
 - h. Control Systems to be identified and laid out with requirements for wiring, devices, and system components included in the documents.
4. **Food Service.**
- a. Update and develop preliminary designs for Cafeteria and Food Service Kitchens, Warming Kitchens, service areas, and student/faculty serving lines.
 - b. Prepare equipment and fixture schedules.
 - c. Prepare developed designs for special systems, finishes, materials, or details required to complete a full package of Food Services work in the project.
 - d. Coordinate work with the District's Food Services standards and meet with District staff to review updated designs and equipment.
 - e. Coordinate Food Services systems with Mechanical, Plumbing, and Electrical divisions.
5. **Electrical**
- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
 - b. All major electrical equipment should be scheduled indicating size and capacity.
 - c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.

- d. Low voltage system designs fully developed including fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
 - e. WAN and LAN systems developed to indicate network utility connections, sizes and locations of pull/pull boxes, site routing for all underground system components, sizes and locations, and layouts of MDF spaces and individual building or floor IDF locations, proposed in-building routing approaches, confirmed room LAN components, including computer locations, presentation technology elements, Centralized Voice System components. Preliminary material and product specifications completed.
 - f. Legend showing all symbols used on drawings.
 - g. More developed and detailed Specifications indicating quality level and manufacture for all elements of the Electrical system.
6. **Civil**
- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
 - b. Further refinement of Utility systems designs for on and off-site utility services to the project.
 - c. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
 - 1) Incorporate final comments and design proposals of the District's Traffic Engineering Consultant into the project documents.
7. **Landscape**
- a. Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines. Selection of site furnishings in accordance with District standards.
 - b. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.
8. **Construction Cost Budget**
- Working with the Design Phase Manager and the Program Manager, who shall have primary responsibility to prepare Cost Estimates for the Project, review the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget for the Design Development Phase:
- a. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.

- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the primary responsibility of the Design Phase Manager and the Program Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase. However, if Architect believes that the Design Phase Manager estimates are inaccurate, Architect shall inform the District of such belief. If the Cost Estimate exceeds the District's Construction Budget, Architect shall recommend revisions to bring the design within budget.
- c. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

9. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format posted to PS2:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project.
- b. Specifications.
- c. Architect's agreement with reconciled and revised Construction Cost Budget.
- d. DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

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

10. **Meetings**

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

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

F. CONSTRUCTION DOCUMENTS PHASE

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

1. Construction Documents ("CD") 100% CD's, DSA Submittal Package: Architect shall endeavor to ensure that all of the work of the project as indicated on the construction documents is complete, fully coordinated among the disciplines and meets the requirements of the Division of the State Architect for final submission and plan review of the project.
2. No separate 50% CD package shall be required for this project. The Architect shall initiate and coordinate an in-house 50% CD review with the District, Master Architect, and Design Phase Managers. This review shall include mandatory attendance by all of the Architect's sub-consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches or other material clearly indicating that the work has progressed to the 50% CD phase.
3. **Architectural**
 - a. Completed site plan. Site plan developed to show all building and improvement locations, all topographical elements and existing/proposed contour lines.
 - 1) Architectural site plans indicating the project phasing, locations of temporary housing if any, and coordinated fully with Landscape Plans, and Civil Plans.
 - b. Demolition Plans. Where the project includes renovation of existing buildings the Construction Documents Demolition Plans shall be fully developed and coordinated among all disciplines of the project to clearly define all areas of interior demolition on the Demolition Plans.
 - c. Demolition Plans for full buildings, whether a part of the full package or a separate package for Construction shall be complete and fully coordinated indicating:
 - 1) All buildings and site elements to be demolished and removed;
 - 2) All underground utilities, piping, footings, and other structural or non-structural elements which will impact the work;
 - d. Demolition Plans. Coordination with District's Hazardous Materials removal plans shall be complete at the end of this phase. Architect shall have reviewed with the District's Consultant all Hazardous Materials surveys and reports and clearly indicated to the Consultant any impacts due to the demolition of existing building elements required by the project. Architects plans shall reference Hazardous Materials abatement plans and specifications to be incorporated into the Construction Document set.
 - e. Completed floor plans, elevations, and sections. Elevations (exterior and interior) developed to clearly indicate all work and reference all details, materials, schedules, and special conditions which form the basis of the work, sections and floor plans corrected to reflect design development review comments.
 - 1) Floor plans, elevations and sections coordinated referencing all relevant details of the work.

2) Floor plans, elevations, and sections developed to incorporate plan review comments by the District, cost estimators, and Constructability Reviewers.

- f. Architectural details and large blow-ups with final details fully completed to indicate the detailed relationships of the elements of the work, materials, construction sequences, structural requirements, finish elements, and fully coordinated among all of the disciplines
- g. Finish, door, window, and hardware schedules completed, including all details, system types, special conditions and District requirements or standards referenced and coordinated among all the disciplines of the project..
- h. Site utility plans completed..
- i. Fixed equipment, cabinets and casework details and identification completed. Schedule complete with proper references to details, sizes, configurations and standards..
- j. Reflected ceiling plans completed and coordinated with floor plans, schedules, details, and mechanical and electrical systems.

Incorporate all information and site designs related to temporary housing, where applicable, as provided by the District and/or Master Architect.

4. Structural

- a. Structural floor plans and sections with detailing completed. Complete wall sections for each structural system location.
- b. Structural calculations completed.
- c. Structural footing and foundation plans, floor and roof framing plans with detailing completed.
- d. Special structural systems designed and detailed including all required bracing for shelving, special systems, brackets, and incidental elements of the design.
- e. Lateral force resisting system calculations completed with system design fully developed and detailing completed and fully coordinated with architectural and other disciplines of the project.
- f. Structural designs, members and systems fully coordinated by Structural Engineer with other disciplines of the project.
- g. Completed cover sheet with general notes, symbols and legends.

5. Mechanical

- h. Mechanical calculations completed with all piping and ductwork sized.
- i. Large scale mechanical details completed, clearly referenced on plans and schedules, and coordinated with architectural disciplines, electrical, and structural engineering for the project.
- j. Mechanical schedule for equipment fully completed, with Master Architect and District reviews and approvals for all specified systems completed.

- k. All Mechanical systems fully coordinated with requirements for Electrical and Low Voltage service including Mechanical Controls, Fire safety systems.
- l. Complete energy conservation calculations and report meeting, or exceeding, the requirements of California State Title 24. Coordinate work of this portion of the project with the District's Energy Consultant to ensure that the project meets the Office of Public School Construction ("OPSC") requirements for inclusion in the special energy funding pool available to the District. This will require special design and coordination of the project design with the District's Consultant.
- m. Plumbing systems fully designed with all piping and system elements indicated. Plumbing Fixture Schedule fully completed with Master Architect and District reviews and approvals for all specified systems completed.
- n. Complete design of Energy Management System ("EMS")."

6. Food Service

- a. Completed, fully developed, detailed, and coordinated Food Services documents for the project.
- b. All equipment scheduled and coordinated with power, fire suppression, exhaust, control, mounting, wiring, and finishing details and standards included in the documents.
- c. Materials scheduled.
- d. Final review by the Contra Costa Health Department must be completed prior to completion of the Construction documents phase.

7. Electrical

- a. Lighting, power, signal and communications plans showing all switching and controls. Fixture schedule and lighting details completed.
- b. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- c. All electrical equipment schedules completed.
- d. Special system components plans completed.
- e. Electrical load calculations completed.
- f. Complete design of low voltage systems. Low voltage systems include fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
 - 1) Completed system designs to include riser diagrams, single line diagrams, logic and system structure diagrams.
 - 2) Completed low-voltage system specifications and manufacturer requirements incorporated into the documents.
- g. WAN and LAN systems and components fully design and completely developed and detailed to indicate network utility connections, sizes and locations of pull/pull boxes, site and routing for all underground system components, sizes and locations, and layouts of MDF spaces and individual

building or floor IDF locations, proposed in-building routing approaches, completed and scheduled room LAN components, including computer locations, presentation technology elements, Centralized Voice System components. Final material and product specifications completed after coordination with the District's Technology Consultant.

8. Civil

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

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

- 1) PG&E
- 2) EBMUD
- 3) SBC
- 4) Comcast
- 5) Local Sanitary District and other Municipal Utility Systems.

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

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

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

9. Landscape

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

10. Construction Cost Budget

- a. Working with the Design Phase Manager and the Program Manager, who shall have primary responsibility to prepare Cost Estimates for the project, review the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget for the Construction Documents Phase:
- b. Construction Documents Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- c. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the primary responsibility of the Design Phase Manager and the Program Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase. However, if

Architect believes that the Design Phase Manager estimates are inaccurate, Architect shall inform the District of such belief. If the Cost Estimate exceeds the District's Construction Budget, Architect shall recommend revisions to bring the Design within budget.

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

11. Specifications

- a. Complete development and final preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in accordance with Section 2.17 of this Agreement.
- b. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - 1) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
 - 2) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400
- c. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- d. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.
- e. Coordination of the Specifications with specifications developed by other disciplines.
- f. Specifications shall be in CSI format
- g. Architect shall review and incorporate the Division 0 and Division 1 Specifications developed by the District into the Project documents.
 - 1) Architect shall prepare and complete sections of the Division 1 as required by the District for the Project: Summary of Work, or any other Divisions which may require the Architect's input for the full coordination of the Project documents.

12. Constructability Review

- a. The District shall conduct a Constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.
- b. Architect and all sub-consultants shall attend Constructability review meeting(s) to review comments and after completion of changes to the documents shall meet with the reviewers and confirm that all comments have been incorporated into the plans.

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

13. Deliverables and Numbers of Copies

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

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

14. Construction Documents (CD) Final Back-Check Stage

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments and all owner review comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - 1) Drawings: Original copies of all drawings with each Architect/consultant's State license stamp.
 - 2) Drawings: Electronic format submitted to the District on PS2.

Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

- c. Architect shall update and refine the consultants' completed Construction Documents.

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

G. BIDDING PHASE

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

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

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

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

H. CONSTRUCTION ADMINISTRATION PHASE

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

1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon

satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase, or upon the District's terminating the Agreement, whichever is earlier.

2. During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
3. **Submittals**
 - a. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - b. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This 21-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
4. **RFIs**
 - a. During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance.
6. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' recorded changes which the contractor(s) should prepare and submit as As-Built Drawings. As-Built Drawings are documents that show changes made during the construction project, including changes necessitated by change orders, and recorded by the District's construction contractor(s) on a Conforming Set.
7. **Record Drawings.** The Architect shall incorporate all information on the As-Built Drawings and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of drawings all changes from the As-Built Drawings, sketches, details, and clarifications including without limitation all requests for information and change orders based upon the construction contractor's representations of actual construction. The Architect shall

deliver the Record Drawings to the District at completion of the construction in the format acceptable to the District and it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.

8. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
9. Architect shall also provide, at the District's request and at no additional cost to the District, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work for a period of six months following the completion of work.
10. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

11. **Deliverables and Number of Copies**

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

- a. Meeting report/minutes from kick-off meeting;
- b. Observation reports;
- c. Weekly meeting reports which reflect substantive Architectural issues discussed.

12. **Meetings**

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

I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:
 - a. Architect shall review the project and observe the construction as required to determine when the contractor has completed the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA on the Project.

- d. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract. Final Closeout and Certification of the Project with the DSA shall be a condition precedent to the Architect receiving final payment on the project.
 - e. Architect shall prepare a final verified report for the Project.
 - f. Architect shall prepare a set of As-Built Drawings for the Project utilizing the Record Drawings.
 - g. Architect shall review and prepare a package of all warranty and M&O documentation.
 - h. Architect shall organize electronic files, plans and prepare Project binder.
 - i. Architect shall coordinate all Services required to close-out the Project with the District and between consultants.
 - j. Architect shall, prior to final payment and at its own expense, provide the District with two copies on CD-ROM of the final DSA approved, bound .DWG or .TIF format Drawings.
2. The District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
- a. Punch lists for each site

4. **Meetings**

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

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings during the entire design phase with its consultant(s). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
 - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
 - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
 - c. As required, Architect shall provide to the District copies of all documents or other information needed for each meeting, site visit, and workshop. These copies shall be a reimbursable expense.
 - d. Meeting times shall be as required to complete the work and shall be held at the District office or at one of the Project sites, unless otherwise indicated.
3. **Meetings During Project Initiation Phase**
 - a. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting for all sites to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - 1) The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - 2) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - 3) During this meeting, the Architect shall:
 - a) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - b) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - c) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - d) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

4. **Initial Site Visits meetings and site reviews as required without limitation to correctly inventory and identify all pertinent elements of the existing site and buildings for consideration as a part of the Project.**
- a. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.
5. **Meetings During Architectural Program**
- a. Architect shall participate in one public community information site meeting, per site, to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- b. Architect shall conduct one site visit/meeting, per site, with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
6. **Meetings During Schematic Design Phase**
- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct ongoing design meetings, with the District's facilities team and site personnel to complete a basic design framework of the Project. These workshops (Site Committee Meetings) shall be ongoing and may include several meetings and shall not be concluded until the principal has indicated his or her acceptance with the Architect's preliminary design. These Site Committee Meetings shall include the following:
- 1) Architect shall designated its team member duties and responsibilities;
 - 2) Architect and District shall review District goals and expectations;
 - 3) District shall provide input and requirements;
 - 4) Architect and District shall review Project scope and budget;
 - 5) Architect shall, on an ongoing basis, prepare updated plans, drawings, sketches, renderings to respond to proposed Project configurations during this phase;
 - 6) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
 - 7) Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.
7. **Meetings During Design Development Phase**
- a. At the time designated for completion of the Design Development package, Architect shall conduct ongoing meetings, per package of submittal, as required to complete the work of this phase, with the District to review the following:

- 1) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
 - 2) Architect and District shall review Project scope and budget.
- b. **Value Engineering Workshop**
- If the Project is shown to be over the District approved construction cost budget, the Architect shall participate in and coordinate with up to two (2) value engineering workshops, as requested by the District, including all Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase.
8. **Meetings During Construction Documents Phase**
- a. Prior to the fifty percent (50%) CD design package, Architect shall conduct meetings as required, per package of submittal, with the District to revise the Design Development package and receive comments.
 - b. **50% CD Review Meeting.** In lieu of a 50% CD submittal, the Architect shall initiate and coordinate an in-house 50% CD review with the District, Construction Manager, Master Architect, Design Phase Managers. This review shall include mandatory attendance by all of the Architect's sub-consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches or other material clearly indicating that the work has progressed to the 50% CD phase.
 - c. After the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct additional meetings, per package or submittal, with the District to review the following:
 - 1) Not used
 - 2) Architect and District shall provide further review of Project scope and budget;
 - d. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings as required, per package or submittal, with the District to review the following:
 - 1) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.
 - 2) Architect and District shall provide further review of Project scope and budget.
9. **Meetings During Bidding Phase**
- a. Attend and take part in 2 pre-bid meetings with all potential bidders, District staff, and Program Manager, the Construction Manager and/or Design Phase Manager.
 - b. Conduct one kick-off meeting, per site, with the successful bidder for each project package, District staff, and Program Manager, Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.
10. **Meetings During Construction Administration Phase, plus weekly project meetings until entire project is complete.**

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the Project. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.
- b. Conduct weekly project meetings with District staff to review with District staff the progress of the work. Construction phase meetings shall be as required to complete the work in conformance with the District's proposed schedule for construction, for each of the project phases identified. Extension of the established construction schedule may be justification for additional services unless such extension is the result of the Architect's negligence, errors, or omissions.
- c. Architect shall ensure that consultant(s) visit the site in conformance with their agreement and that sub-consultant agreements shall reference District requirements for Construction Phase services.

11. **Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend one District citizen bond oversight committee meeting and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

12. **Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend up to two District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

EXHIBIT A-1
Architect's Proposal for Services

ADDITIONAL SERVICE REQUEST AND AUTHORIZATION																										
<div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 150px;"> INTERACTIVE RESOURCES Architects & Engineers </div> <p align="center">PROJECT: Woodrow Wilson Elementary School Reconstruction</p>																										
OWNER'S NAME West Contra Costa Unified School District, Attn: Magdy Abdalla	PHONE (510) 307-4544	DATE 11/02/11																								
STREET 1300 Polrero Ave	JOB NAME Woodrow Wilson Elementary School	JOB NUMBER IR# 2010-034.01																								
CITY Richmond	STATE CA	REQUEST NO. 02																								
CONTRACT NUMBER IR# 2010-034.01	DATE OF EXISTING CONTRACT 9/30/2010																									
<p>Interactive Resources requests authorization to make the following client requested drawing scope or specifications changes:</p> <p>Provide professional design services for the design of a new school building and related site design, permitting through DSA, and construction administration related services for Woodrow Wilson Elementary School. Note, this proposal is based on the current District construction budget for this school of \$24,000,000 and the approved conceptual design program for a 73,450 SF elementary school supporting 611 students. This proposal is based on the scope of work, deliverables, and consultants as described in our contract with the District dated 9/30/2011 and attached exhibits, and includes Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration and closeout. Any work related to design of interim housing on or off site is not included, as there has not yet been a decision made on this.</p> <p>Consultants: Structural, Civil, Landscape, Mechanical, Electrical, Plumbing, Fire Protection</p> <p>Total fee for this work, including all consultants: \$2,400,000</p> <p>Fee Adjustment:</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: right;">Rate/hr</th> <th style="width: 20%; text-align: right;">Total</th> </tr> </thead> <tbody> <tr> <td>Interactive Resources</td> <td></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Project Architect Hours</td> <td></td> <td style="text-align: right;">00</td> </tr> <tr> <td style="padding-left: 20px;">Drafter Hours</td> <td></td> <td style="text-align: right;">00</td> </tr> <tr> <td>Consultants</td> <td></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">None</td> <td></td> <td style="text-align: right;">0</td> </tr> <tr> <td>ADDITIONAL FEE FOR ABOVE CHANGE IS:</td> <td></td> <td style="text-align: right;">\$2,400,000</td> </tr> <tr> <td>ADDITIONAL ESTIMATED CONSTRUCTION COST FOR ABOVE CHANGE IS:</td> <td></td> <td style="text-align: right;">N/A</td> </tr> </tbody> </table> <p>INTERACTIVE RESOURCES AGREES TO EXECUTE THE CHANGES DESCRIBED ABOVE FOR THE FEE ADJUSTMENT SHOWN</p> <p>Authorized Signature Andrew Butt <small>Digitally signed by Andrew Butt DN: cn=Andrew Butt, o=Interactive Resources, inc., ou, email=andrew.butt@intres.com, c=US Date: 2011.11.02 16:21:58 -0700</small></p> <p>_____ HEREBY APPROVES THE ADJUSTMENT IN FEE AND ESTIMATED CONSTRUCTION COST AS SHOWN ABOVE</p> <p>Authorized Signature _____ Date _____</p> <p>THIS IS CHANGE PROPOSAL NO.: 02</p>				Rate/hr	Total	Interactive Resources			Project Architect Hours		00	Drafter Hours		00	Consultants			None		0	ADDITIONAL FEE FOR ABOVE CHANGE IS:		\$2,400,000	ADDITIONAL ESTIMATED CONSTRUCTION COST FOR ABOVE CHANGE IS:		N/A
	Rate/hr	Total																								
Interactive Resources																										
Project Architect Hours		00																								
Drafter Hours		00																								
Consultants																										
None		0																								
ADDITIONAL FEE FOR ABOVE CHANGE IS:		\$2,400,000																								
ADDITIONAL ESTIMATED CONSTRUCTION COST FOR ABOVE CHANGE IS:		N/A																								

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** November 16, 2011
From: Bill Fay **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Approval of Wilson Elementary School Construction Document Design Fees

Background Information:

Wilson Elementary School Campus Replacement is one of the listed projects in Measure D-2010 Bond. Master Plan documents have been completed by Interactive Resources, and approved by the Board of Trustees on October 19, 2011. The scope of work includes schematic design, design development, and construction document services by the architect and the architect's sub- consultants.

Recommendation: Approve proposed Wilson Elementary School Construction Document Design Fees.

Fiscal Impact:Total for this action: \$2,400,000. Funding source is Measure D-2010 Bond.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

rjk

EXHIBIT "B"**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are:
 - 1. Inconsistent with approvals or instructions previously given by the District.
 - 2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
 - 3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
- B. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
- C. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- D. Providing services made necessary by the default of contractor(s), by major defects, deficiencies in the work of contractor(s), or extensions in the construction duration unless such extensions are a result of Architect's negligence, errors, or omissions.
- E. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- F. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
- G. Providing services as directed by the District that are not part of the Services of this Agreement.
- H. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- I. Providing training, adjusting, or balancing of systems and/or equipment beyond that indicated as a part of Basic Services for the completion of the project.

- J. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for extra Work and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
President/Sr. Project Manager	\$200
Managing Principals / Sr. Project Managers	\$200
Associate Principals / Sr. Project Managers	\$135-165
Associate Principals / Sr. Drafters	\$ 100
Senior Project Managers	\$145-155
Project Managers	\$120-140
Senior Designer/Drafters	\$100-120
Designer/Drafters II	\$80
Technical Support	\$60-150

- K. The mark-up on any approved reimbursable item of Extra Work shall not exceed five percent (5%).

EXHIBIT "C"
SCHEDULE OF SERVICES

- A. The Schedule of Services shall apply to the completion of all services listed hereunder within the times established by the Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.

- B. Woodrow Wilson Elementary School Reconstruction
 - 1. Architect shall complete all Services required under the Schematic Design Phase within **63 calendar days** after written authorization from District to proceed.

 - 2. Architect shall complete all Services required under the Design Development Phase within **124 calendar days** after receipt of a written authorization from District to proceed.

 - 3. Architect shall complete all Services required under Construction Documents Phase within **155 calendar days** after written authorization from the District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
 - a. Final Documents **342 calendar days**

- C. The durations stated above exclude the review periods required by the District and all other regulatory agencies.

- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the schedule are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within fifty (50) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibit "A" and "A-1" or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
2. The total compensation to the Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Basic Services contracted for under this Agreement.
 - a. **Total Fee Per Phase:** The following fee scale shall be used to calculate the portion of fee allotted to each phase of Architect's services:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	\$288,000 (12%)
Design Development Phase	\$336,000 (14%)
Construction Documents Phase	\$1,008,000 (42%)
Bidding Phase	\$120,000 (5%)
Construction Administration Phase*	\$600,000 (25%)
Close Out Phase	\$48,000 (2%)
TOTAL BASE COMPENSATION	\$2,400,000 (100%)

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
 - a. **For Schematic Design Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

b. For Design Development Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

c. For Construction Documents Phase:

Monthly payments for percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the DSA and the District.

d. For Bidding Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

e. For Construction Administration Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.

f. For Close Out:

Lump sum payment thirty-five (35) days after completion of all items in this phase, including Close of File with Certification by Division of State Architect.

C. Reimbursable Expenses

1. Deliverables as required as a part of this agreement will be billed at 1.1 times direct cost. Printing will be done by a District approved vendor.
2. The District, at its sole option, may self-print the deliverables required under Exhibit "A" from documents as posted on the PS2.
3. Prints for the Architect's own use and for consultant coordination are not reimbursable expenses.

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s).
- B. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation.** Statutory limits required by the State of California and
 4. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than fifty thousand dollars (\$50,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$50,000. At the option of the District, either:
1. The District can accept the higher deductible;
 2. The Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. The Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, and volunteers (“Additional Insureds”) are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to this project, the Architect’s insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 4. The Architect’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days written prior notice by certified mail, return receipt requested, has been given to the District
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best’s rating less than A:VII. At the option of the District, either:
1. The District can accept the lower rating;
 2. Require the Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Architect shall furnish the District with:
1. Certificates of insurance showing maintenance of the required insurance coverage;
 2. Original endorsements, if any, affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

Exhibit F17-03

**AGREEMENT BETWEEN SCHOOL DISTRICT AND CONSULTANT
FOR CAPITAL IMPROVEMENT PROJECTS**

THIS AGREEMENT is made in four (4) copies between the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT (hereinafter "Client" or "District") and WLC Architects, Inc. (hereinafter "Consultant" or "architect"). The term "Superintendent" as used throughout is the Client's Superintendent of Schools.

AGREEMENT

Made as of this 18th day of August in the year of Nineteen Hundred and Ninety Nine (1999).

BETWEEN the Client: West Contra Costa Unified School District
 1108 Bissell Avenue
 Richmond, CA 94801-3135

and the Consultant: WLC Architects, Inc.
 Virginia Dare Tower
 10470 Foothill Blvd.
 Rancho Cucamonga, CA 91730-3754

WITNESSETH

WHEREAS, the Client intends to:

Construct a New (6-8) Middle School at the existing Harry Ells High School Site. The project will consist of Demolition, Renovation, Design, and the Construction of the New Middle School. The site is an approximately 17-acre site located at 130 33rd. Street in Richmond, California. The total **Project Budget is \$23,340,313 Million.** The approximate new building area is programmed to house 900 to 1,000 students and consist of 114,115 square feet. Project specifics and scope of services are detailed within the content of this agreement.

NOW, THEREFORE, the Client and Consultant agree as follows:

I
PROJECT BUDGET

- A. The Client has established an overall budget for the Project of (\$23,340,313) including the Construction Cost, the Client's other costs, and reasonable contingencies related to all of these costs.
- B. In the event the Project scope is revised, the Client agrees to seek the concurrence of the Consultant and to update the Project budget in writing.
- C. The type and quality of the Project construction and final programmed building area are dependent on the available funds. The Consultant will exercise professional judgment in determining the balance between the type and quality of construction to achieve a satisfactory solution within budget limitations.

BASIC SERVICES OF THE CONSULTANT

A. Consultants' Services and Responsibilities --

1. This Agreement is intended to effectuate the purposes and terms of the Clients "Request for Proposal/Request for Qualifications" (herein after "RFP/RFQ") B9805 dated August 12, 1998. The contents of said RFP/RFQ are incorporated herein by reference as if set forth in full. A true and correct copy of the RFP/RFQ is attached hereto as Exhibit-C. The Consultant's services shall consist of those services to be performed by the Consultant, its employees, and its subconsultants as necessary to fulfill the intent of the RFP/RFQ including all services in this Article II "Basic Services of the Consultant" and those enumerated in Articles III and IV of the Agreement. If the RFP/RFQ has been changed then the Agreement controls.
2. The Consultants services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The Consultant represents that it will follow professional standards in performing all services under this Agreement. Upon request of the Client, the Consultant shall submit for the Client's approval a schedule for the performance of the Consultant's services. As the Project proceeds, the schedule may be adjusted by mutual written agreement of the parties and shall include allowances for time required for the Client's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Consultant.
3. The services covered by this Agreement shall commence within ten (10) calendar days following the execution of this agreement. The Client's expectation is to have the project construction complete and ready for occupancy no later than July 1, 2001. The time line for completion of services shall be as follows:

TASK	DURATION	PERCENT OF WORK
PROGRAMMING	(1) MONTH	5%
SCHEMATIC DESIGN	(2) MONTHS	10%
DESIGN DEVELOPMENT	(2) MONTHS	15%
CONSTRUCTION DOCUMENTS	(2) MONTHS	35%
DSA APPROVAL	(2) MONTHS	5%
BIDDING	(2) MONTHS	5%
CONSTRUCTION	(16) MONTHS	20%
CLOSE-OUT	(3 to 4) MONTHS	5%
<hr/>		
TOTAL	(27) MONTHS	100%

B. Scope of Consultant's Services --

1. The Consultant's services consist of those described in this Article, and include engineering, Project Management Services, and other services necessary to produce a complete and accurate set of Contract Documents. The Contract Documents include: agreement between Client and Contractor, general and supplementary conditions between Client and Contractor, drawings, specifications, addenda, and modifications issued after the execution of the Contract for Construction.

BASIC SCOPE OF ARCHITECTURAL SERVICES

- a. Architectural
- b. Civil Engineering (includes erosion control plan, *irrigation well design*)
- c. Mechanical Engineering (includes necessary engineering studies, computer models and documentation to develop design requirements for the project. Supply printed copies and disk copies the above information to the owner.)
- d. Electrical Engineering (includes power, control systems, security systems, telephone systems, intercom systems, fire alarm systems, burglar alarm systems, media retrieval systems, library book detection systems, energy management systems, clock/bell systems.)
- e. Structural Engineering
- f. Landscape Architect

SCOPE OF EXPANDED ARCHITECTURAL SERVICES

- a. Corrosion Protection Engineering
- b. Acoustical Engineering
- c. Technology/Multi-Media Engineering
- d. Food Services Engineering
- e. Roofing & Waterproofing Specialist/Engineer
- f. Environmental Consultant/Engineer
- g. Prepare Demolition Documents
- h. Fast Track DSA Approval and Re-Approval as Needed
- I. Project Model
- j. Professional Video of Construction Process
- k. Coordination of on-site management of receiving and placement of Furniture and Equipment (Procurement will be handled by District)

SCOPE OF PROJECT MANAGEMENT SERVICES

- a. Project Executive
 - b. Estimates and Value Engineering
 - c. Scheduling and Phasing Plan
 - d. Project Manager
2. The Consultant shall assist the Client in obtaining required approvals from electric, gas, water, sanitary or storm sewer, and telephone public utilities. Consultant shall provide and prepare documentation required to make points of connection to existing utility services provided by the public utilities.
 3. The Consultant shall assist the Client to determine the capacity of existing utilities, and for design or documentation required to make points of connection to existing utility services required for the Project. Client to pay for any city or connection fees.

4. During Project development, Consultant shall attend regular coordination meetings between the Consultant, its subconsultants, and the Client's representative(s).
5. The Consultant shall consider district standards, operating, and maintenance costs when selecting systems for the Client.
6. The duties, responsibilities, and limitations of authority of the Consultant shall not be restricted, modified, or extended without written agreement between Client and Consultant.
7. The Consultant shall comply with federal, state, and local laws, rules, regulations, and ordinances that are applicable to the Project.
8. The Consultant will be responsible to provide Project Management Services throughout the entire project. During the Construction Administration Phase, a full time Project Manager and support staff will oversee and monitor the work of the General Contractor.
9. Client agrees that during the Construction Administration phase, that Consultant shall provide staffing to oversee the construction of a single General Contractor. If Client awards Multiple Prime Contracts, then Consultant shall be compensated for additional staff as necessary to schedule, manage, coordinate and monitor the construction activities of these additional prime contractors.
10. Client agrees that Consultant's compensation will be adjusted if the construction budget is increased. Also, if the final programming and budgeting phase indicates that some of the existing facilities are to remain and be renovated, the Consultant will adjust the fee per the OPSC fee schedule for modernization projects. This applies only to the renovation portion of the work.
11. Due to the extremely tight schedule for completing programming, design, construction documents, and DSA approvals, it is important that each step in the process be clearly defined by the Consultant and be approved by the Client. Therefore, the Consultant must receive written approval from the Client for each phase of work described in Article II (A3) before proceeding into the next phase of work. In return, should the Client implement changes in the scope of work or reverse a previously approved phase of work, the Consultant will be entitled to additional compensation for modifying the construction documents.

C. Schematic Design and Design Development Phases --

1. The Consultant shall visit the site to assess existing conditions and to develop a planning program with the Client to determine the Schematic Design requirements of the Project, and shall review the understanding of such requirements, planning, and alternative design approaches with the Client.
2. The Consultant shall schedule and coordinate the tasks of this phase in accordance with the master schedule.
3. The Consultant shall prepare Schematic Design studies and site utilization plans necessary for the program.

4. Alternate construction schemes made by the Client subsequent to the Schematic Design phase, which are the result of no fault of the Consultant and are not the result of the Project exceeding the estimated budget constraint caused by the Consultant, will be provided as an extra service in accordance with Article IV. If the Consultants design exceeds the project budget or revisions are necessary due to acts, errors or omissions Consultant, the Consultant shall make modifications at no cost to the Client.
5. The Consultant shall perform Schematic Design and Design Development services to keep the Project within all budget and scope constraints set by the Client, unless otherwise modified by written authorization from the Client.
6. The Consultant shall provide at no additional cost to the Client an estimate of Project Construction Cost, in conformance with Article VI, and shall advise the Client in writing of any adjustment to the estimate of construction costs, and modify the Project, schedule, and Budget, if needed, after consultation with the Client.
7. Upon written approval by the Superintendent or his designee of the Schematic Design, Design Development Documents and revised estimate of Project Construction Cost, the Consultant shall begin the Construction Document Phase.

D. Construction Document Phase --

1. The Consultant shall prepare Construction Documents from the approved Design Development Documents described in Article II (C). The Construction Documents must set forth, in detail, the requirements for the construction of the entire Project in conformity with applicable governmental and code requirements, the Work to be done, and the materials, quality standards, finishes, and equipment required for the Project.
2. The Consultant shall prepare and file documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the Project. The Client shall reimburse or pay all fees required by such governmental authority.
3. The Consultant shall provide the Client's legal advisor with a copy of the proposed bidding requirements, conditions of the contract, and sample contract forms for review.
4. The Consultant shall schedule and coordinate the tasks of this phase in accordance with the master schedule, which shall be revised and kept current as necessary.
5. The Consultant shall endeavor to notify the Client of adjustments in previous estimates of the Total Construction Cost arising from market fluctuations or approved changes in scope or requirements.
6. If the estimated Total Construction Cost exceeds the budget constraint, the Consultant shall make all necessary design revisions at no cost to the Client to comply with the budget and scope set by the Client in conformance with Article VI, unless otherwise modified by written authorization of the Client. If the Project Construction Cost is increased due to additional State funding, the Consultant's compensation shall be increased per Article VIII guidelines.
7. The Consultant shall ensure that each engineer places his or her name, seal, and signature on all drawings prepared by said engineer, as well as on the cover of the Project Manual containing specifications prepared by said engineer.
8. The Consultant shall perform thorough quality assurance checking of the submitted Construction Documents for both clarity and constructibility using WLC Architects, Inc. in-house checklist.

9. The consultant shall submit to the Client a written statement confirming completion of constructibility review on all Construction Documents.
10. Upon written approval by the Superintendent or his designee of the Construction Documents and the detailed estimate of Project Construction Cost, the Consultant shall begin the Bid Administration phase.

E. Bid Administration Phase.

1. The Consultant shall reproduce the Construction Documents, Addenda, and other bid documents as required, and generate bidding interest in the Project through marketing and outreach efforts. The Client shall pay for all bid related printing cost per Article VIII (D). The Client will charge Contractor's directly through non-refundable bid deposits, the Consultant will, in return, offset any printing reimbursement cost to the Client equal to the amount of the bid set deposits. The Consultant is to include a prorated amount into into the cost for each bidders' set to cover the cost of bid sets going to plan rooms, DSA, Department of Education, OPSC, Health Department, City of Richmond, and three (3) sets to the Client. The Consultant will coordinate release of all bid sets and work with the Client to establish the amount of the non-refundable bid deposit to be paid by bidders.

The Consultant shall include in the cost of bidders' sets a prorated amount to cover all of the reproduction cost Article VII, D-1, and D-3.

2. The Consultant shall prepare all necessary bidding information and bidding forms and the Contract for Construction, general and supplemental conditions, drawings, written specifications, addenda, including providing plans and specifications which require the Contractor to provide operation manuals and adequate training for the Client in the operation of mechanical, electrical, and other systems installed by the Contractor. The Consultant shall develop a list of Client specific inventory materials to be provided at the end of the Project by the Contractor such as extra: furnace filters, lamps, floor tiles, ceiling tiles, interior paint, exterior paint, etc.
3. The Consultant, following the Client's approval of the Construction Documents and the latest estimate of Project Construction Cost, shall assist the Client in obtaining bids for the Project.
4. The Consultant shall schedule and coordinate the tasks of this phase in accordance with the master schedule, which shall be revised and kept current as necessary.
5. The Consultant shall conduct a pre-bid meeting and assist the Client evaluating bids and contractor qualifications, bonds, and insurance, and in awarding the Contract for Construction. Specifically included are the qualifications of subcontractors and their, licenses and bonds.
6. Upon written notification of contract award by the Superintendent or his designee, the Consultant shall begin the Construction Administration phase.

F. Construction Administration Phase --

1. The Consultant shall go beyond "periodic observation" to provide both administration and management of the Contract for Construction.
2. The Consultant shall provide all necessary construction inspection. The Consultant shall advise inspector(s) and/or Contractor in the preparation of a marked set of prints indicating dimensioned location of concealed utility lines ("record drawings") which shall be forwarded to the Client upon issuance of the Consultant's certificate of completion.
3. The Consultant shall endeavor to secure compliance by the Contractor with the Contract for Construction, but does not guarantee the Contractor's performance. The Consultant shall not have control over or charge of nor be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, because these are solely the Contractor's responsibility under the Contract for Construction. The Consultant shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Consultant's duties, responsibilities, and limitations of authority shall not be restricted, modified, or extended without his or Client's written agreement with consent of Contractor.
4. The Consultant shall: schedule and conduct the pre-construction meeting and publish meeting minutes; provide general administration of the construction contracts, including daily on-site representation as the Consultant and Client deem necessary to remain thoroughly conversant with and to effectively manage the progress and quality of the Work completed and to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract for Construction; schedule and conduct weekly construction meetings, publish meeting minutes, and make regular reports as may be required by applicable regulatory agencies; keep the Client informed of the progress, timeliness, cost, and quality of the Work via monthly reports; provide quality review and assurance services; issue clarifications in response to requests for information; mitigate construction difficulties and mediate disputes; monitor and manage the construction schedule and Budget, and maintain cost accounting records; issue certificates for payment in amounts approved by the Client, after certification of Contractor's payment application by Consultant per Paragraph # 9 below; determine date of beneficial occupancy and issue notice therefor; and maintain all Project record documents.
5. Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract for Construction and shall be in writing or in the form of drawings within twenty (20) calendar days from the date a request for information is received by the Consultant. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith. The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract for Construction. The design shall be aesthetically appropriate; asymmetry is not a desirable design feature.
6. The Consultant shall advise the Client of work, which does not conform to the Contract for Construction. The Consultant shall promptly inform the Client whenever, in the Consultant's professional opinion, it may be necessary to stop the Work to avoid improper performance of the Contract for Construction. The Consultant has authority to require additional inspection or testing of the Work, whether or not the fabrications or installations in question are complete in accordance with the provisions of the Contract for Construction.
7. The Consultant shall not issue change orders to the Contractor that might commit the Client to extra expenses or otherwise amend the Contract for Construction without first obtaining the approval of the Client.

8. The Consultant shall be the Client's representative during construction and shall advise and consult with the Client. The Consultant shall have the authority to act on behalf of the Client only to the extent provided in this Agreement unless otherwise modified in writing.
9. The Consultant shall review and certify the amounts due the Contractor. The Consultant's certification for payment shall constitute a representation to the Client that the Work has progressed to the level certified, that quality of the Work is in accordance with the Contract for Construction, and that the Contractor is entitled to payment in the amount certified.
10. The Consultant shall review and approve or take other appropriate action upon Contractor's submittal of shop drawings, product data, and samples for the purpose of determining conformance with the Contract for Construction. The Consultant shall be permitted sufficient time which, in the Consultant's professional judgment, is necessary to permit adequate review, but the Consultant's action shall not delay the Work without sufficient explanation to the Client in writing.
11. The Consultant shall provide services in connection with evaluation of substitutions proposed by the Contractor, but may place limits on the number of substitution proposals. Consultant may also seek compensation from the Contractor through the Client for time and materials expended in making subsequent revisions to drawings, specifications, and other documentation resulting from Contractor's substitution proposal(s). No additional compensation will accrue to the Consultant from the Client, relating to the above, unless the Contractor agrees in writing (in advance) approving that the Client is to pay the Consultant from monies owed the Contractor.
12. The Consultant shall prepare change orders with supporting documentation and data for the Client's review in accordance with the Contract for Construction, and may authorize minor changes in the Work not involving changes in the Contract Price or Contract Time. The Consultant shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
13. When requested in writing by the Client, the Consultant shall provide written evaluation of the Contractor's performance under the requirements of the Contract for Construction.
14. Within a reasonable time, the Consultant shall evaluate and render written recommendations to the Client on all claims, disputes, or other matters at issue between the Client and Contractor relating to the execution or progress of the Work as provided in the Contract for Construction. Under no circumstances shall the written recommendations to the Client take longer than twenty (20) calendar days from the date the claim is received by the Consultant, without sufficient explanation to the Client in writing.

G. Close-out Phase --

1. The Consultant shall: perform "punch list" inspection of the Project and issue appropriate pre and post occupancy punch lists, and perform related inspections; coordinate testing and start-up of systems; assemble written guarantees, instruction books, diagrams, test results, and other close-out documents required of the Contractor; issue the Certificate of Completion and final certificate for payment; and coordinate all other Project close-out activities. Consultant will also be responsible for obtaining final DSA approval and close-out of the project. The Consultant is to obtain all necessary reports and documents for close-out of the project, including but not limited to documents and reports from the Contractor, Subcontractors, Material suppliers, Inspectors, Testing Laboratories, local/state fire authorities.
2. The Consultant shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, in a timely manner to facilitate proper close-out of the Project.
3. The Consultant shall provide, as a part of its basic services and upon request from the Client, advice on apparent deficiencies in construction following the acceptance of the Work and prior to expiration of the Project's guarantee period. Consultant shall assist the Client during the warranty period in directing the Contractor and Product Manufacturers in responding to issues which may occur.
4. The Consultant shall integrate all as-built drawings into original construction documents as work proceeds throughout the construction phase. A complete set of mylars and an electronic file of the completed as-builts will be delivered to the Client upon project close-out. Consultant will be reimbursed for the cost of printing per Article VIII (D1). The electronic files shall be in the latest version of AutoCAD and stored on multiple readable 100 megabyte Zip disks.

III
EMPLOYEES AND CONSULTANTS

- A. The Manager assigned to the Project by the Consultant shall be a licensed Architect, able to make critical Project decisions in a timely manner, readily available, and provide by phone, facsimile, and through correspondence direction and decisions. The intent is the Consultant will provide a full-time Project Manager on the construction site.
- B. The Consultant, in addition to his own employees and as part of the Basic Services, shall employ at his expense structural, mechanical, and electrical engineers, landscape architects and cost/scheduling/constructibility subconsultants, properly skilled in the various aspects of the design and construction of the facilities required.
- C. If any employee or subconsultant of the Consultant is not acceptable to the Client for good cause, then he or she shall be replaced with an acceptable competent person at the Client's request.
- D. Reprographic subconsultant services shall be limited to the scope specified in Article XIV.

IV
EXTRA SERVICES OF THE CONSULTANT

The following services, if performed due to unusual circumstances and through no fault or neglect on the part of the Consultant shall be paid for by the Client as provided in Article VIII, in case of additional expense incurred by Consultant:

- 1. Providing consultation concerning repair or replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the repair or replacement of such Work.
- 2. Selecting, at the Client's request, moveable furniture, equipment, or articles which are not included in the Contract for Construction, or providing interior design and other similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment. The Consultant will coordinate the Client's movable furniture, equipment, or articles without additional compensation.
- 3. Providing services made necessary by the default, delinquency, insolvency, or failure of performance of the Contractor.
- 4. Providing services of subconsultants for other than Basic Services, Expanded Services, and Project Management Services. Refer to Article-II of the Agreement.
- 5. Providing construction contract administration services after the construction Contract Time has been exceeded, through no fault of the Consultant.

6. Making revisions in Drawings, Specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget.
7. Providing services in connection with the work of a construction manager.
8. Providing assistance in the utilization of equipment or systems such as testing, adjusting, and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
9. Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where the Consultant is party thereto or Consultant's Construction Documents are the subject of the disputes and are later determined to be incorrect.
10. Providing any other services, directed by the Client, not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/project management practice.

V

THE CLIENT'S RESPONSIBILITIES

- A. The Client shall provide full information regarding requirements and program for the Project, including budget limitations, schedules, and objectives.
- B. Prior to the Schematic Design Phase, the Client shall furnish site diagrams, samples of district standard contract documentation on disc. The Client shall provide access to district blueprints, records and title documents for information pertaining to legal limitations and utility locations for the site.
- C. The Client shall furnish the services of geotechnical engineers when such services are requested by the Consultant. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosiveness and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The Client shall also furnish, if required, tests for hazardous materials or air, soil, and water pollution, and mechanical, structural, chemical, or other laboratory and environmental tests, inspections, and reports as may be required by law or the Contract Documents.
- D. The Client shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are agreed on by the Client and Consultant.
- E. The Client shall furnish all testing services.
- F. The Client shall furnish all legal advice and services as may be required for the Project.
- G. The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Client shall observe the procedure of, except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, communicating with the Contractor through the Consultant. Communications by and with the Consultant's subconsultants shall also be through the Consultant.
- H. During the Contractor's one-year guarantee period, prompt written notice shall be given by the Client to the Consultant if the Client becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

VI

PROJECT BUDGET AND CONSTRUCTION COST

- A. The **Total Project Budget** shall be the total amount of District or (if applicable) State funds available for the entire project. This amount is currently fixed at \$23,340,313. The **Total Construction Cost** shall be the total cost or estimated cost to the Client of all elements of the Project designed or specified by the Consultant, including alternates approved by the Client, but excluding the following: any payments to the Consultant or its subconsultants, or the costs of the land, rights-of-way, financing, inspections, surveys, tests, or other costs which are the responsibility of the Client.
- B. The **Total Construction Cost** shall include the cost at current market rates of labor, materials, and equipment designed, specified, selected, or specially provided for by the Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.
- C. When labor or material is furnished by the Client below its market cost, the **Total Construction Cost** shall be based upon actual cost of the labor or material.
- D. The **Total Construction Cost** shall be the acceptable estimate of construction cost to the Client as submitted by the Consultant until such time as bids have been received, whereupon it shall be the accepted bid amount(s) of the lowest responsible, responsive bidder to whom the Contract for Construction is awarded by the Governing Board.

VII

ESTIMATES OF TOTAL CONSTRUCTION COST

- A. If a Project budget is set forth in Article I or thereafter accepted by the Client, the Consultant shall review the estimate at each phase of his services. If such estimates are in excess of the Project budget, the Consultant shall, at no cost to the Client, revise the size of the Project scope and the type or quality of construction to come within the budgeted limit.
- B. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the Consultant, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the Consultant or Client.
- C. Consultant shall review the estimate of Total Construction Cost at each phase of its services. If such estimates are in excess of the Project budget, the Consultant shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the Client. Consultant's initial budget and scope limitations shall be realistic and be reviewed with the Client prior to formalization.
- D. The Consultant does not guarantee the estimate of Total Construction Cost based on the final approved Contract for Construction except that, should the lowest bona fide bid, exclusive of any deductive alternates, obtained within one hundred twenty (120) days from date of approval of the Contract for Construction by the regulatory agency exceed, such estimate by more than 10% range of the approved construction budget, the value of deductive alternates, the Consultant shall revise the drawings and specifications to meet the approved estimate as the Client may direct, without cost to the Client.

VIII
CONSULTANT'S COMPENSATION

- A. The Consultant agrees to perform Basic Scope of Services provided for by this Agreement and the Client agrees to pay the Consultant for such services compensation at the rate per Exhibit- B Fee Schedule and the Total Construction Cost, and other payments and reimbursements as hereinafter provided, and the said compensation applies to work let under single contract. Compensation for Expanded Architectural Services and Project Management Services shall be based upon a fixed lump sum fee per task. Based upon the current Total Construction Cost of \$17.5 million and Client requested Expanded Architectural Services and Project Management Services, compensation shall be as follows:

WEST CONTRA COSTA MIDDLE SCHOOL	1/26/99	
CONSULTANT'S COMPENSATION		
1. BASIC SCOPE OF ARCHITECTURAL SERVICES (OPSC FEE SCHEDULE)	\$1,062,500	
A. Credit to Client for Re-Use of Plans	\$(100,000.00)	
<hr/>		
SUBTOTAL	\$962,500	\$962,500
2. SCOPE OF EXPANDED ARCHITECTURAL SERVICES (LUMP SUM FEES)		
A. Demolition Phase of Work	\$97,000.00	
B. Fast Track DSA Submittal & Re-approvals	\$78,500.00	
C. Corrosion Protection Engineering	\$3,200.00	
D. Acoustical Engineering	\$5,000.00	
E. Technology/Multi-Media Engineering	\$25,000.00	
F. Food Services Engineering	\$8,200.00	
G. Roofing & Waterproofing Specialist/Engineer	\$2,800.00	
H. Environmental Consultant/Engineer	\$5,000.00	
I. Project Model	\$7,000.00	
J. Professional Video of Construction Process	\$6,500.00	
<hr/>		
SUBTOTAL	\$238,200.00	\$238,200.00
3. SCOPE OF PROJECT MANAGEMENT SERVICES		
A. Project Executive	\$56,925.00	
B. Estimates & Value Engineering	\$96,250.00	
C. Scheduling & Phasing Phase	\$16,500.00	
D. Project Manager	\$345,712.00	
<hr/>		
SUBTOTAL	\$515,387.00	\$515,387.00
<hr/>		
TOTAL COMPENSATION		\$1,716,087

- B. Consultant's compensation for Basic Scope of Architectural Services as shown in Section VIII (A) shall be based initially upon the Total Construction Cost until such time as the Client formally modifies the Total Construction Cost or the Contract for Construction is executed, whereupon it shall be based on the actual Contract Price, increased, by the dollar amounts of all approved contract change order items, whether additive or deductive, with the exception of items resulting from errors and omissions on the part of the Consultant. If the work required to process a change order is minimal compared to the dollar value of the change, the Consultant will be compensated on an hourly rate in lieu of a percentage increase in fee. However, should the Client determine at any time to reduce the scope of the Project or the Total Construction Cost the Architect shall receive compensation for work completed to date based upon prior Client approvals of scope of work and budget.
- C. The Client further agrees to pay the Consultant compensation for extra services due to unusual circumstances provided by Article IV as follows:
1. Time and material expenses, in accordance with the Consultant's standard published rates, incurred by the Consultant in rendering other extra services.
 2. One hundred ten percent (110%) of the direct billings of consultants other than those provided for under Basic Services, Expanded Services, and Project Management Services described in Section VIII (A).
- D. Reimbursement at cost shall be paid to the Consultant for:
1. Reproduction of Contract Documents, postage and handling for all documents required by the Client, State approval agencies, bidding phase and the project close-out phase. Also, any additional copies of the Contract Documents required by the Contractor during the construction phase. Consultant will not be reimbursed for any reproductions which are a normal part of consultant coordination in performing basic services.
 2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
 3. Costs of bid advertising as required by Article II (E), paragraph 1.
 4. Expenses for overtime work, requiring higher than regular rate, will require prior written approval by the Client.

IX
PAYMENTS TO THE CONSULTANT

- A. Payments on account of the agreed compensation in Article VIII shall be:
1. Programming Phase --
 - a. Five percent (5%) of total compensation based upon the estimated Total Construction Cost.
 - b. Billings shall be monthly or lump sum, in arrears, up to five percent (5%) of the accumulated total compensation, based upon work completed and accepted by the Client and approved by various agencies having jurisdiction over the Project.
 2. Schematic Design Phase --
 - a. Ten percent (10%) of total compensation based upon the estimated Total Construction Cost.
 - b. Billings shall be monthly or lump sum, in arrears, up to fifteen percent (15%) of the accumulated total compensation, based upon work completed and accepted by the Client and approved by various agencies having jurisdiction over the project.
 3. Design Development Phase --
 - a. Fifteen percent (15%) of total compensation based upon the estimated Project Construction Cost.
 - b. Billings shall be monthly or lump sum, in arrears, up to thirty percent (30%) of the accumulated total compensation, based upon work completed and accepted by the Client and approved by various agencies having jurisdiction over the Project.
 4. Construction Document Phase --
 - a. Forty percent (40%) of total compensation based upon the estimated Project Construction Cost.
 - b. Billings shall be monthly or lump sum, in arrears, up to seventy percent (70%) of the accumulated total compensation, based upon work completed and accepted by the Client and approved by various agencies having jurisdiction over the Project.

5. Bid Administration Phase --
 - a. Five percent (5%) of total compensation based upon the tentative estimated Construction Cost.
 - b. Billings shall be monthly or lump sum, in arrears, up to seventy-five percent (75%) of the accumulated total compensation, based upon work completed. At the end of this phase the Construction Cost shall be adjusted from the estimate to the actual Contract Price resulting from the bidding.
6. Construction Administration Phase --
 - a. Twenty percent (20%) of total compensation based upon the actual Contract Price.
 - b. Billings shall be submitted monthly, in arrears, up to ninety-five percent (95%) of the accumulated total compensation, in proportion to the amount of work certified complete. At the end of this phase the construction shall be substantially complete and appropriate notice filed therefor.
7. Close-out Phase --
 - a. Five percent (5%) of total compensation based upon the actual Contract Price.
 - b. Billings shall be submitted monthly or lump sum, in arrears, up to one hundred percent (100%) of the accumulated total compensation, based upon the Contract Price. At the end of this phase the construction shall be complete.
8. Payments for the Project Management Services shall be invoiced as services are provided in the following manner:
 - a. Consultant shall submit an application for payment to Client by the 1st day of the month. Client agrees to pay consultant the full amount within 20 calendar days from the receipt of application.
9. If Client does not pay Consultant within 20 calendar days from receipt of application for payment, late payments shall accrue an interest percentage of 12% per annum until said payment is made to Consultant.

- B. Payments in event of the following circumstances shall be:
1. Deferred Bids -- If bids are received after one hundred twenty (120) days from date of approval of the Contract for Construction by the regulatory agency, the compensation shall be subject to adjustment as heretofore noted and the payment during the Construction Administration and Close-out phases shall be the remaining percentage of the compensation based upon the accepted construction Contract Price, as otherwise provided in this Agreement.
 2. Delayed Completion or Liquidated Damages -- The Consultant's compensation shall be paid at the time and in the amounts noted notwithstanding a delay in completion of the Project or the reduction in the final Construction Cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor.
- C. Timing of payments for extra services provided under Article IV, and specified in Article VIII shall be:
1. Percentage of the Cost -- In the same manner provided by this Agreement for work let under a single construction contract.
 2. Time and Material Expenses -- Monthly, in arrears, as services are rendered and expenses incurred.
- D. Reimbursement for fees and other expenses shall be made to the Consultant as incurred.

X

TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party upon fourteen (14) calendar days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant, or if the Client should decide to abandon or indefinitely postpone the Project.
- B. In the event of a termination based upon abandonment, postponement, or termination of the Project for convenience of the Client, the Client shall pay the Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports up until the date of the abandonment or postponement, plus any sums due the Consultant for approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the Client or in the possession of the Consultant.
- C. This Agreement may be terminated without cause by Client upon fourteen (14) calendar days written notice to the Consultant, who will be reimbursed for reasonable termination costs through the payment of five percent (5%) beyond the sum due the Consultant under Article VIII (A) plus any sums due the Consultant for approved extra services. This 5% payment is to compensate the Consultant for the actual level of completion reached on the date of termination and is consideration for entry into this termination for convenience clause.

XI

TIME SCHEDULE

The Consultant shall prepare an estimated master time schedule for all phases of the Project, outlining tasks to be performed by Consultant, Client, subconsultants, and Contractor. The master schedule shall be computer based and made available to the Client on diskette. The scheduled project completion date is May 2002

XII

ACCOUNTING RECORDS OF THE CONSULTANT

Records of the Consultant's Direct Personnel, subconsultants, and Reimbursable Expense pertaining to the extra services of this Project and records of accounts between the Client and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Client or his authorized representative at mutually convenient times.

XIII

INSURANCE TO BE CARRIED BY CONSULTANT

- A. Consultant shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to Client. The aforementioned insurance shall include coverage for:
1. Workers Compensation and Employers Liability Insurance in accordance with California laws.
 2. Commercial general insurance with limits of not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, and two million dollars (\$2,000,000) aggregate, including:
 - a. Owned, non-owned, and hired vehicles;
 - b. Contractual as per policy wording;
 - c. Property damage as per policy wording;
 - d. Products/completed operations; and
 - e. Personal injury.
 3. Professional liability insurance, including contractual liability, with limits of two million dollars (\$2,000,000) per claim and in the aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter at rates consistent with the time of execution of this Agreement, adjusted for inflation.
 4. The policy of insurance required in (2) above shall name the Client and its officers and employees as additional insured; shall state that, with respect to the operations of the Consultant hereunder, such policy is primary and non-contributory; the policies under (1) and (2) shall state that not less than thirty (30) days written notice shall be given to Client prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify Client in the event of material change in, or failure to renew each policy. Prior to commencing work, Consultant shall deliver to Client certificates of insurance as evidence of compliance with the requirements herein. Client waives all rights of subrogation to Consultant.

XIV

REPRODUCTION OF DOCUMENTS

- A. The Consultant shall provide the number of required design documents for the review and approval of the Client and applicable regulatory agencies. The Consultant shall be reimbursed at 110% direct cost of reproduction of documents, excluding documents used by the Consultant and Sub-Consultants in the normal coordination and review of their work.
- B. Should the Client request that existing drawings be reprographically scanned to create either raster or vector computer aided design electronic images, the cost of performing this scanning shall be considered an extra charge.
- C. Should the Client request that existing non-reproducible drawings be copied or otherwise made reproducible for the benefit of the Client, the cost of performing this copying shall be considered an extra charge.

XV

OWNERSHIP OF DOCUMENTS

The Client acknowledges the Consultant's Construction Documents as instruments of professional service. Nevertheless, the plans, specifications, and estimates prepared under this agreement shall become the property of the Client upon completion of the work and payment in full of all monies due the Consultant, pursuant to section 39159 of the Education Code. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant, which authorization shall not be unreasonably withheld or delayed. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney fees and defense cost) arising or allegedly arising out of any unauthorized reuse or modification of the Construction Documents by the Client or any person or entity that acquires or lawfully obtains the plans and specifications from or through the Client without the written authorization of the Consultant.

XVI
REUSE OF DOCUMENTS

- A. In the event the Client ever desires, and it is considered feasible, to erect all or part of another project which would be essentially identical to this Project, the Consultant agrees that the Client may:
1. Reuse his design and the corresponding Construction Documents.
 2. If requested by the Client, Consultant shall prepare such modifications as may be dictated by topography, soils conditions, utility services, existing construction, and similar conditions.
 3. If requested by the Client, Consultant shall perform as far as applicable all of the services provided by this Agreement.
- B. Compensation for rendering any requested services shall be in the amount agreed upon by Client and Consultant prior to the commencement of work and shall form the basis of a separate agreement.

XVII
DISPUTE RESOLUTION

Disputes under this Agreement shall be resolved subject to Public Contract Code section 20104 *et. seq.*

XVIII
SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and upon the Consultant, his partners, successors, executors, and administrators. Neither this Agreement nor any monies due or to become due thereunder may be assigned by the Consultant without the consent and approval of the Client.

XIX
ADDITIONAL PROVISIONS

The following amendments and/or additions shall be made a part of this Agreement and shall be given effect notwithstanding any other provision contained herein:

1. The Consultant shall make a written record of all meetings, conferences, discussions, and decisions made between or among the Client, Consultant, and Contractor during the Construction Administration and Close-out phases of the Project and concerning changes in the requirements or scope of the Work. The Consultant shall provide a copy of such record to the Client and Contractor upon request.
2. The Consultant agrees to indemnify, defend and hold Client harmless from all liability arising out of any and all liability under workers compensation acts and other employee benefit acts with respect to Consultant's employees or its subconsultant's employees arising out of Consultant's work under this Agreement.

3. The Consultant agrees to indemnify, pay for the cost of defense and hold harmless the Client, its Governing Board and each member thereof, and every officer and employee of the Client, from any and all liability or financial loss resulting from any suits, claims, losses, liabilities, or actions brought by any person or persons and from all costs and expenses of litigation brought against Client, its Governing Board and each member thereof, or any officer or employee of the Client, by reason of injury to any person or persons including, but not limited to, officers and employees of the Client, or damage, destruction, or loss of property of any kind whatsoever including, but not limited to that of Consultant, to the extent caused by the omissions or negligent acts of the Consultant, its subconsultants, or its employees in the performance of this Agreement.
4. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless Consultant and its subconsultants of and from all manner of claim, loss, liabilities and damage resulting from and due to Client's acts or omissions.

Client shall include provisions in the agreements between client and its contractors, whereby contractors agree to hold harmless, indemnify and defend Consultant in a form and content acceptable to Consultant, and whereby Consultant is required to be named as additional insured in all insurance policies provided by contractors.

Builder's Risk Insurance shall be the responsibility of Client and shall name Consultant and Subconsultant as additional insured.


5. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers or employees of the Client, and are not entitled to benefits of any kind or nature normally provided employees of the Client and/or to which the Client's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers Compensation. Consultant assumes the full responsibility for the acts and/or omissions of its employees and subconsultants as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Consultant's employees.
6. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Client or Consultant.
7. The Consultant shall not perform or receive any payment for extra services as delineated in Article IV and Article VIII of this Agreement without specific prior written approval of the Client or his authorized representative.
8. This Agreement represents the entire Agreement between the Client and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the Client and the Consultant.

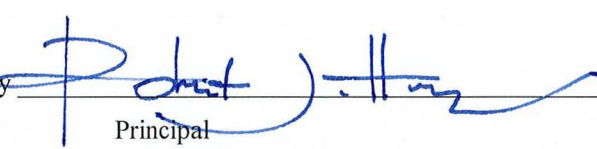
The Client and Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement the day and year first above written.

CLIENT

CONSULTANT

By  Superintendent
West Contra Costa Unified School District
Gloria L. Johnston, Ph.D.

By  Principal
WLC Architects, Inc.
Robert J. Hensley, Architect, A.I.A.

APPROVED AS TO FORM:


By  for
PAUL M. LOYA, ESQ., DISTRICT'S LEGAL COUNSEL
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

EXHIBIT-A

HOURLY RATES

Principal.....	\$150.00
Associate/Coordinator	\$ 90.00
Project Architect	\$ 80.00
Project Manager.....	\$ 70.00
Technical Level I	\$ 60.00
Technical Level II.....	\$ 50.00
Technical Support.....	\$ 45.00

EXHIBIT-B

FEE SCHEDULE**NEW CONSTRUCTION**

The following schedule will be utilized to determine fees for new construction. Additional project specific factors may result in adjustments in fee amounts.

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of computed cost.
2. Eight and one-half percent (8.5%) of the next five hundred thousand dollars (\$500,000.00) of computed cost.
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of computed cost.
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of computed cost.
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of computed cost.
6. Five percent (5%) of computed cost in excess of ten million dollars (\$10,000,000.00).
7. Four percent (4%) on the cost of factory built portables. (Building cost only all other costs are included in calculation items (1) through (6) above).

Computed Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect.

Exhibit F17-04



PINOLE VALLEY HIGH SCHOOL

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

MASTER PLAN PRESENTATION

OCTOBER 2010



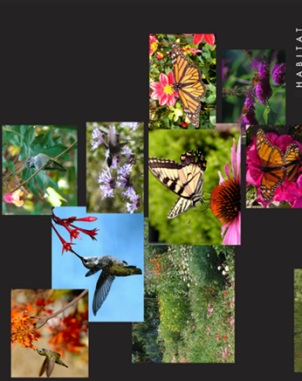
WLC
Architects, Inc.



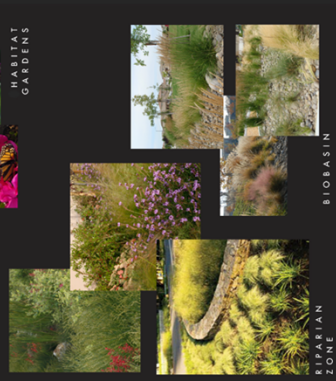
W&E
Architects, Inc.



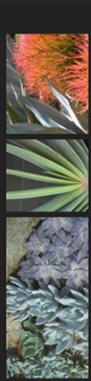
SCIENCE SHADE GARDENS



HABITAT GARDENS



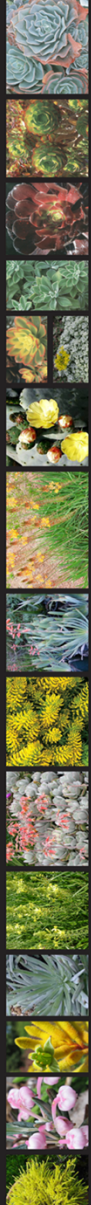
RIPIARIAN ZONE



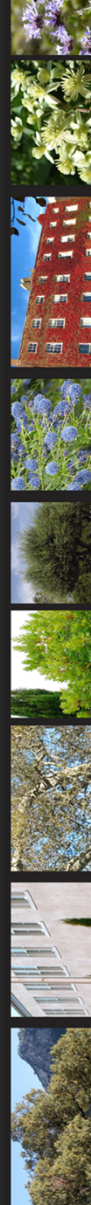
BIOBASIN



HISTORIC MABLE FEATURES



SUCCULENT



RIPIARIAN



CEREAUS

ARGOSTAPHYLOS

CARPENTERIA



BOSTON IVY

CERCIS

JAPANESE MAPLE



CEANOTHUS

OLIVE

COTTONWOOD



ARBUTUS

PLATANUS

CYPRESS



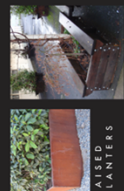
QUERCUS ILEX

SEQUOIA SEMPERVIRENS



NO-MOW FESCUE

GRASSES



RAISED PLANTERS



PERMEABLE PAVERS



ART GARDEN
OUTDOOR CLASSROOM



COLOR PAVING



WCC
Architects, Inc.



SITE LEGEND

- 1 MAIN ENTRY TO STAFF / STUDENT PARKING
- 2 BIOBASINS AND BIOSWALES STORM FILTRATION
- 3 VEHICULAR PERMEABLE PAVERS
- 4 SERVICE AREA / KITCHEN / CAFE
- 5 TRASH AREA
- 6 PARKING LOT (OVERFLOW)
- 7 20' EVA (EMERGENCY VEHICLE) ACCESS AROUND SCHOOL
- 8 5 FENCED TENNIS COURTS
- 9 4 FENCED BASKETBALL COURTS
- 10 GREEN HOUSE
- 11 SCIENCE GARDEN
- 12 ART GARDENS AND ART WALKS
- 13 SHADE GARDEN (JAPANESE GARDEN / MEDITATION GARDEN)
- 14 SHOP YARD
- 15 THEATER YARD
- 16 LUNCH STRUCTURE (2) 20'x40'
- 17 LUNCH TRELLIS
- 18 SLOPE TURF WITH AMPHITHEATER SEATING UNDER OAK GROVE
- 19 SLOPE TURF WITH AMPHITHEATER SEATING UNDER REWOOD GROVE
- 20 PEDESTRIAN PERMEABLE PAVERS
- 21 COLOR CONCRETE PAVING
- 22 NATIVE RIPARIAN PLANTING
- 23 THEATER PLAZA WITH ART POST
- 24 OLIVE TREES WITH SUCCULENTS AND SEAT WALLS
- 25 BIKE PARKING
- 26 MAIN STUDENT ENTRY GATE AT DROPOFF / SIGNAGE AT ADMINISTRATION BUILDING, POSSIBLE NEW MARQUEE ON BUILDING
- 27 FLAG POLE (IN FRONT OF ADMINISTRATION BUILDING)
- 28 TRELLIS AT ENTRY, 14' CLEAR
- 29 DROPOFF
- 30 ADA LOADING / DROPOFF
- 31 GYM PLAZA AND COLUMNAR TREES
- 32 ENTRY/EXIT FOR DROPOFF PICK UP
- 33 STEPS & ADA RAMP FROM PINOLE VALLEY ROAD TO ENTRY
- 34 SLOPED PLANTING WITH FRUITLESS OLIVE STREET TREES AND SUCCULENTS
- 35 WALK FROM GYM TO FIELD HOUSE PLAZA
- 36 ACCESS TO TRACK AND FIELD
- 37 10' ORNAMENTAL FENCE
- 38 5' CONCRETE RETAINING WALL AND 6" NON CLIMBABLE BLACK COATED CHAIN LINK FENCE FOR SECURITY
- 39 EMERGENCY / MAINTNANCE GATE
- 40 40' BUILDING SET BACKS FROM HILLSIDE
- 41 VISITOR / ADA PARKING
- 42 SCHOOL SPIRIT ART COLUMNS



WCC
Architects, Inc.

VIEW FROM PINOLE VALLEY ROAD





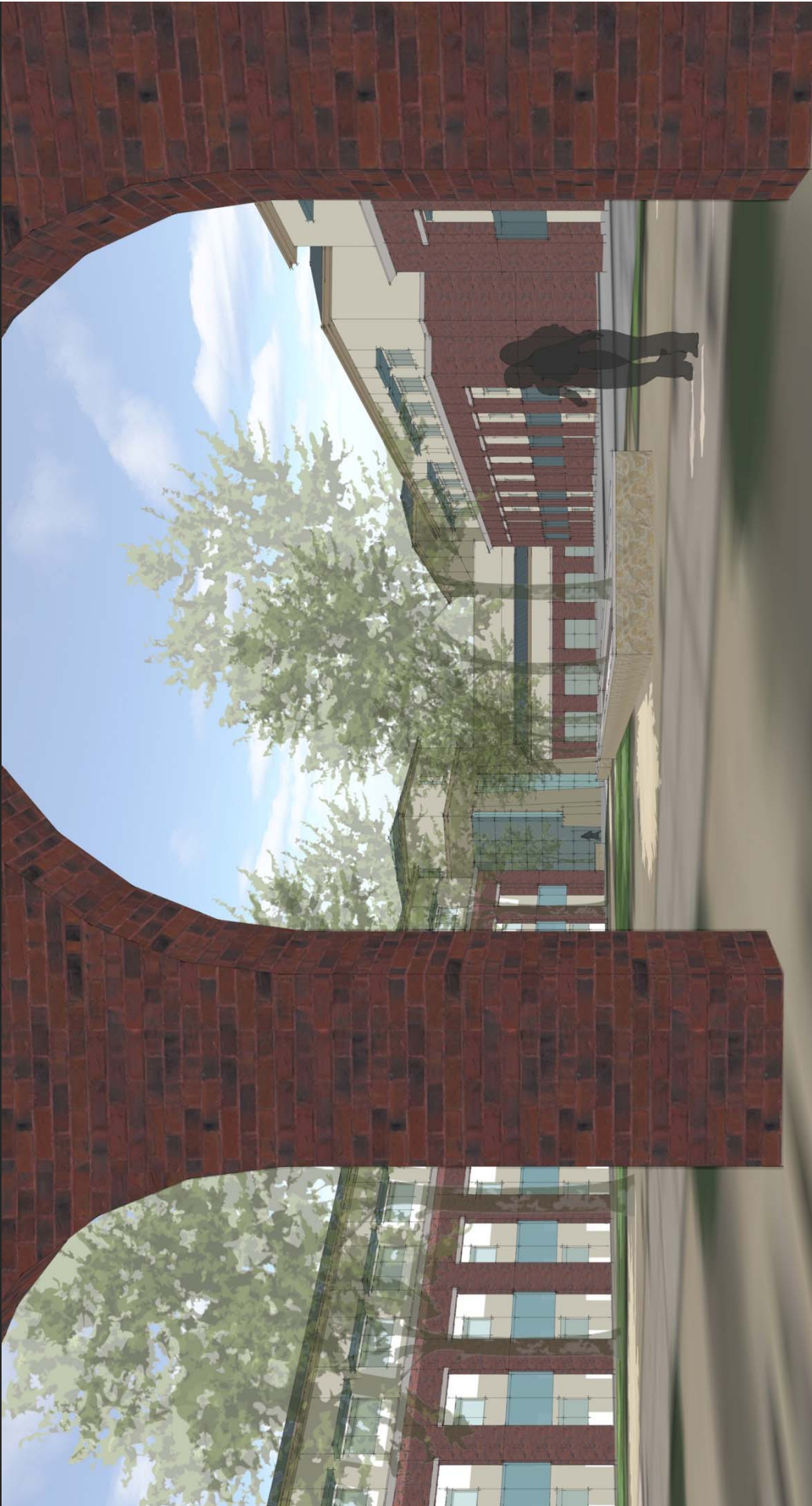
WLC
Architects, Inc.



VIEW AT DROP-OFF



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Architects, Inc.



VIEW INTO COURTYARD



WLC
Architects, Inc.



VIEW FROM NORTH

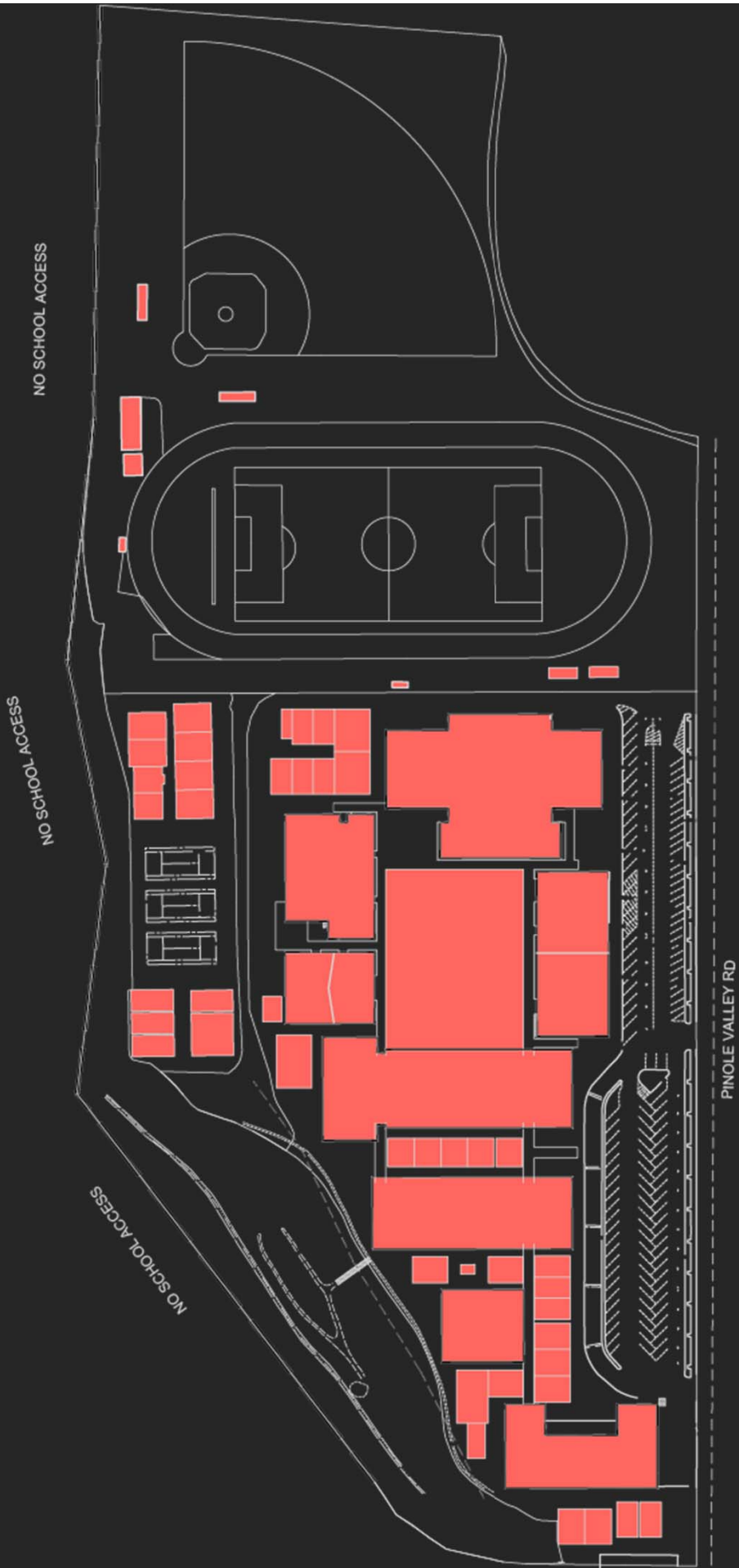


WLC
Architects, Inc.

PHASING PLAN



WLC
Architects, Inc.

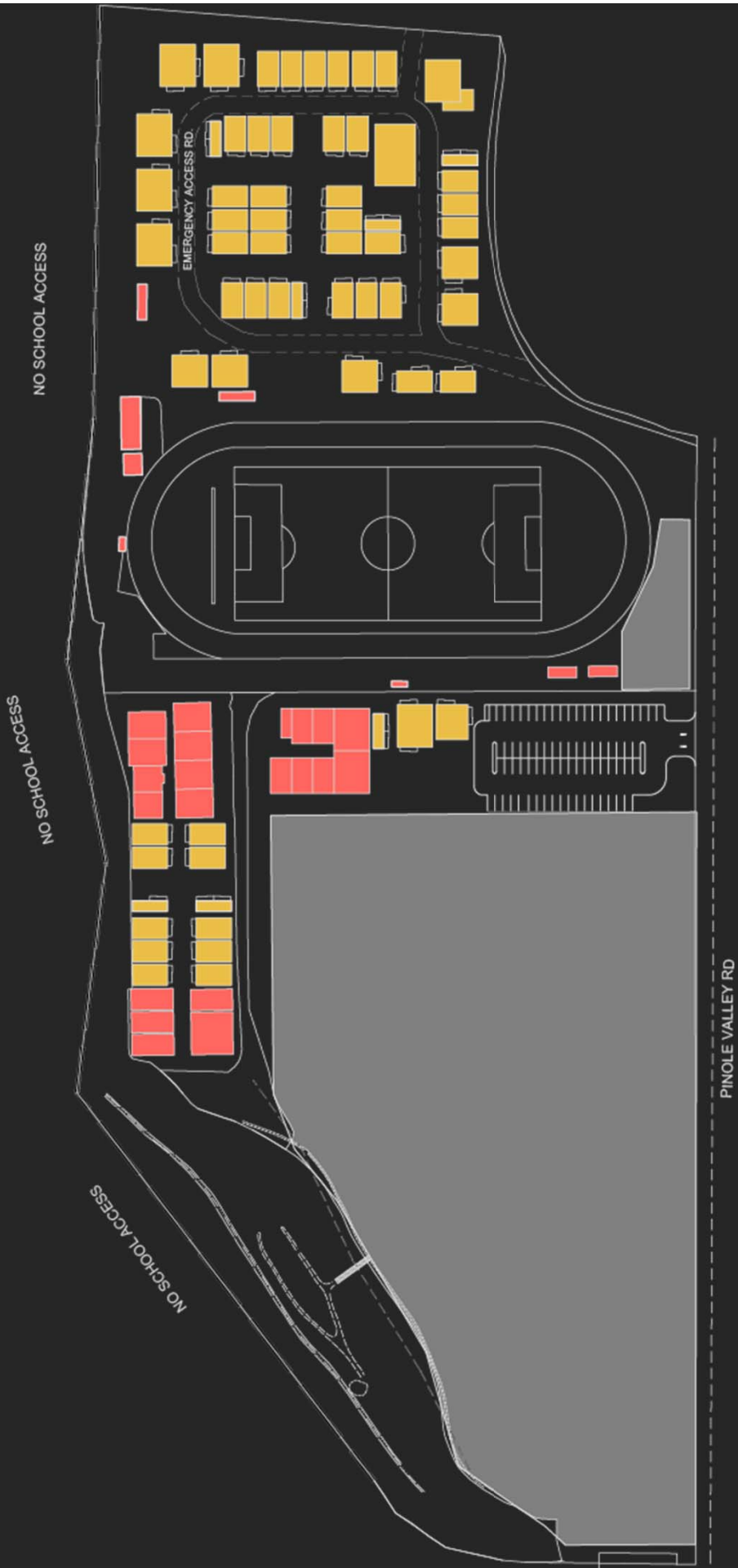


PINOLE VALLEY RD

EXISTING SITE



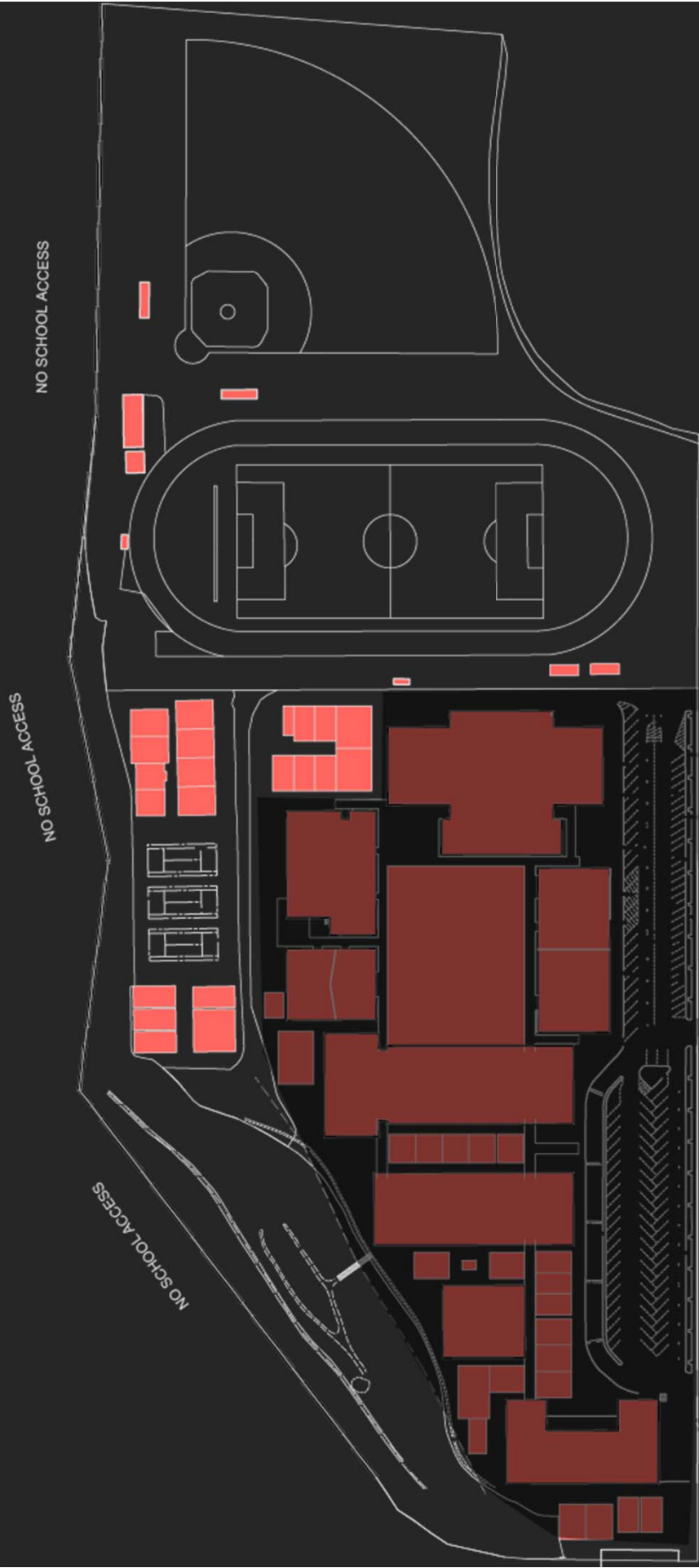
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Architects, Inc.



PHASE 1_CONSTRUCT TRANSITIONAL CAMPUS



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Architects, Inc.



PINOLE VALLEY RD

PHASE 2_DEMOLISH EXISTING CAMPUS BUILDINGS



WLC
Architects, Inc.

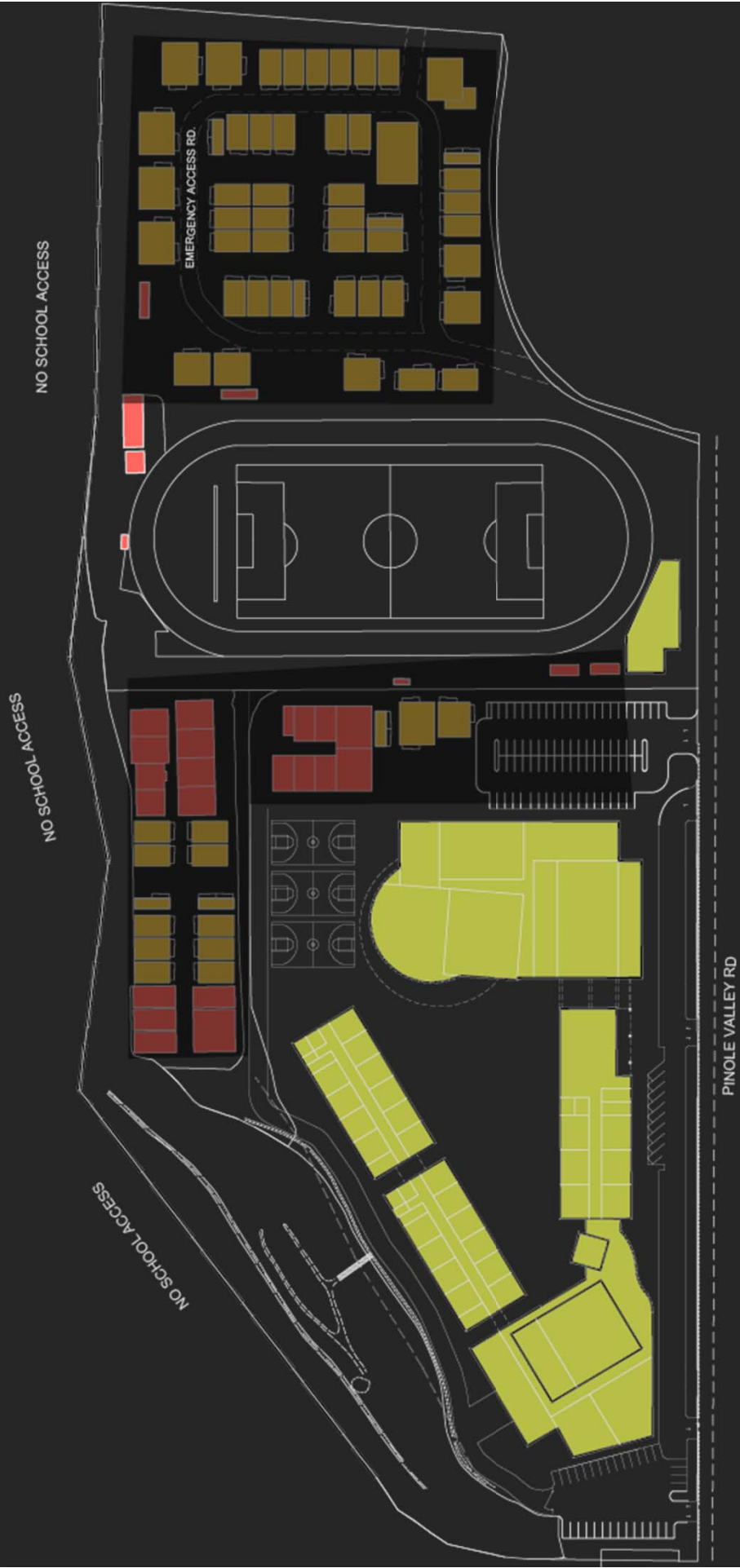


PINOLE VALLEY RD

PHASE 3_CONSTRUCT NEW CAMPUS



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PHASE 4 DEMOLISH TRANSITIONAL CAMPUS

PINOLE VALLEY RD



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PHASE 5_CONSTRUCT SITE WORK



WLC
Architects, Inc.

PRELIMINARY SCHEDULE

A. MASTER PLAN APPROVAL	10 2010
B. DESIGN PHASE	10 2010 – 6 2012
C. DIVISION OF STATE ARCHITECT REVIEW	06 2012 – 02 2013
D. CONSTRUCTION	03 2013 – 06 2016
<i>PHASE 1 BUILD TEMP. CAMPUS</i>	03 2013 – 08 2013
<i>PHASE 2 DEMOLISH EXISTING</i>	06 2013 – 08 2013
<i>PHASE 3 BUILD NEW CAMPUS.</i>	08 2013 – 08 2015
<i>PHASE 4 REMOVE TEMP. CAMPUS</i>	10 2015 – 01 2016
<i>PHASE 5 SITE WORK</i>	02 2016 – 06 2016

PRELIMINARY BUDGET

Based upon Master Plan construction estimate, all phases of work and escalated to construction start 2013.

CONSTRUCTION: \$102.5 million

SOFT COSTS: \$ 26.5 million

TOTAL PROJECT: \$129 million



WLC
Architects, Inc.



WLC
Architects, Inc.

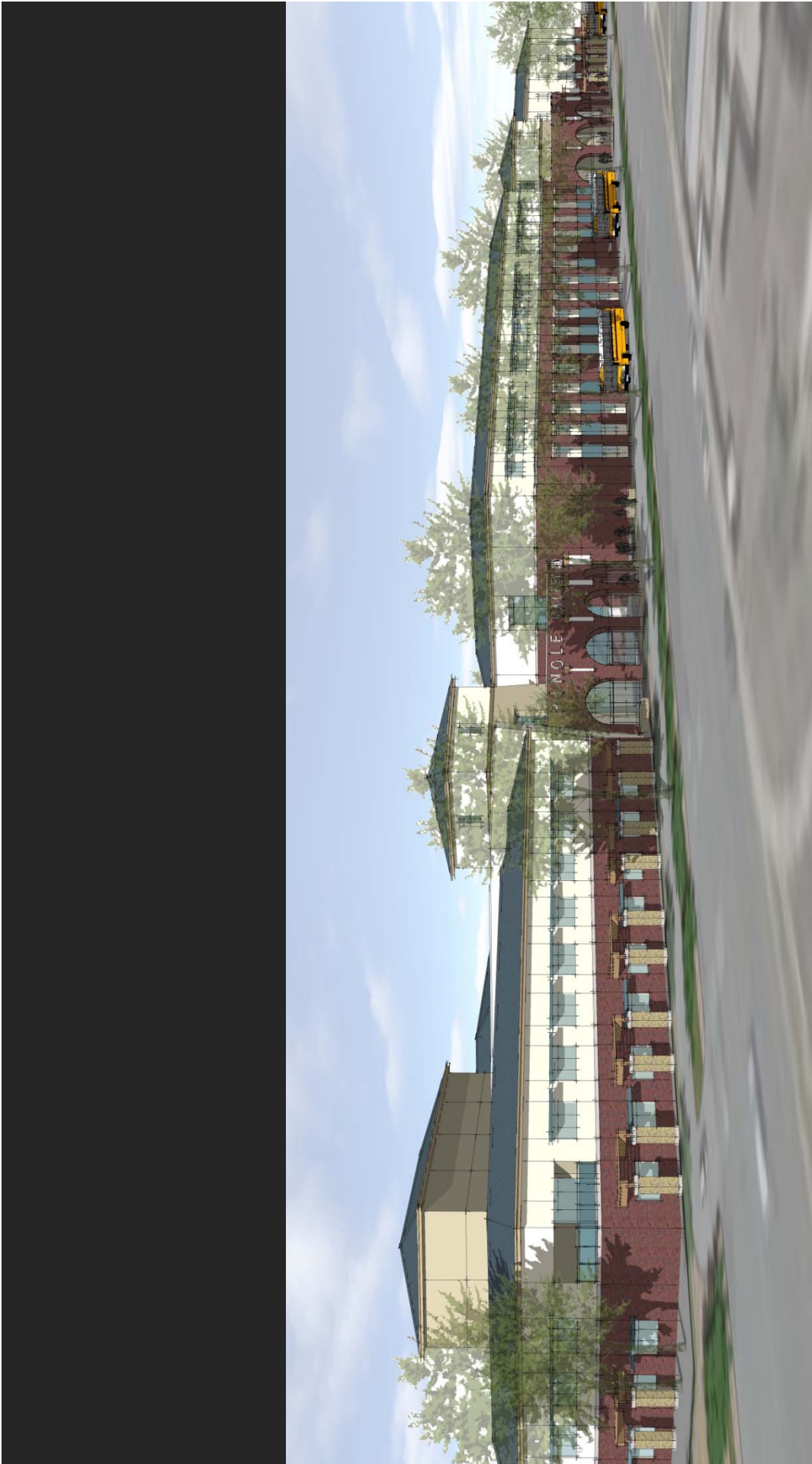


Exhibit F17-05



*George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA*

November 18, 2010

Mr. Waheed Balogun
Director of Facilities & Construction
West Contra Costa Unified School District
Facilities Planning & Construction
1300 Potrero Avenue
Richmond, CA 94804

Re: Professional Services Proposal
Pinole Valley High School New Campus
West Contra Costa Unified School District
Project 1019700.06

Dear Waheed:

Based on the October 6, 2010 Board of Trustees approval of the Pinole Valley High School Master Plan, and on behalf of WLC Architects, Inc., I am very pleased to submit this proposal to provide the West Contra Costa Unified School District with professional design services for the New Pinole Valley High School project.

The Team:

WLC has assembled a design team that has completed many successful projects together, has completed the master planning portion of the project, and will provide the experience required to successfully complete the New Pinole Valley High School project. To maintain continuity, our team will consist of experienced professionals already familiar with your staff and community. Kevin A. MacQuarrie, AIA will act as the Principal-In-Charge and be an active participant in the projects. Jackie Bassman, Project Architect working with Janice Yeh, Design Team, will be your primary contacts and be responsible for the day to day activities of the projects. This group of talented professionals along with WLC's other resources and experienced consultant group is immediately available to move your project forward to a successful conclusion.

The Project:

It is our understanding that the District wishes to undertake designing the school based on the Board-approved Master Plan for the new Pinole Valley High School project. I have developed our fee structure based on the Board's approval to build a new school and demolish the existing school and per the attached Project Budget Summary. As per the preliminary phasing plans, we anticipate five phases which may be bid separately and as such, I have included the following scope in our fees:

1. Relocate existing portables and set up temporary housing (approximate total of 90 portables).
2. Demolish the existing school (approximately 150,000 sf).

Mr. Waheed Balogun
Professional Services Proposal
Pinole Valley High School New Campus
West Contra Costa Unified School District
Project 1019700.06
November 18, 2010
Page 2

3. Build the new school (approximately 225,000 sf).
4. Remove the temporary housing, utilities, and asphalt.
5. Restore the hardscape, build the fieldhouse, tennis and basketball courts, redo the baseball field, the existing synthetic track and football field, and replace the bleachers.

Based on the programming and Master Planning process we have identified a projected student population of 1,600 yielding a project of approximately 225,000 sf and an average construction cost of \$325 per square foot.

The Process:

WLC's typical design process includes design charrettes with the Site Committee to explore options, define wants and needs, and get a general direction for the project. Based on the board approved option and the District Master Education Specification and Master Plan Space Program, our team will meet with the District and selected staff to complete the design phase. We anticipate an exciting, transparent design process and look forward to working closely with District staff, teachers, students, and the community to design this project. If desired by the District, WLC will present the project to the community and the Board of Education for review and approval.

Because the geotechnical issues in the Bay Area are of particular concern, it is assumed that the District will provide all geotechnical information, soils reports, topography maps, and other relevant reports to adequately analyze and calculate solutions. WLC has been supplied a current geotechnical report by the District and we will review and incorporate the recommendations contained therein; however, WLC can assume no responsibility or liability for said report. More rigorous requirements are currently being imposed by the California Geological Survey (CGS) Review of Soils Reports, which may delay the approval process. We recommend submitting to DSA and CGS for a preliminary review of the soils report as soon as schematic design is complete. WLC also strongly recommends the District begin the CDE, DTSC, and, CEQA processes immediately, if you have not already, to determine any impacts or restrictions on the site.

WLC has a topographic and utilities survey for the entire site provided by the District, however, our Civil Engineer will need to review and do additional surveying, as an additional service, to proceed with design.

Professional Fees:

Your contract with WLC will mark a purposeful investment in your facilities. We are here to make sure that you consider your investment to be a good one, with significant returns. WLC is flexible on the topic of fee structure, but we do consider our expertise valuable. We want you to feel that you are getting both excellent service and architectural value at a fair market price. The table below identifies the project and the professional fees for WLC Architects, Inc. and its consultants.

Mr. Waheed Balogun
 Professional Services Proposal
 Pinole Valley High School New Campus
 West Contra Costa Unified School District
 Project 1019700.06
 November 18, 2010
 Page 3

WLC will provide professional design services through schematic design, design development, construction documents, DSA Approval, Bidding, Construction Administration, and DSA Closeout as a part of our basic services. WLC will coordinate an opinion of probable cost at each phase with the District's cost consultant. We will also coordinate with the District-provided traffic and roofing consultant.

WLC proposes full architectural and engineering services including electrical, low voltage, mechanical, plumbing, landscaping, civil, structural, food service, acoustical, theater, and fire system design professionals. We will also work with the District and assist in the CHPS and commissioning process. Specialty consultants not identified herein are considered outside of this scope of work.

Phase	Professional Services	Est Const Cost	WLC Fees
1	Temporary Housing - Site, Utilities, Interiors	\$ 2,047,195.00	\$ 204,720.00
	Temporary Housing Lease at 6%	6,988,800.00	419,328.00
2	Demolition of Existing Campus	991,950.00	99,195.00
3	New Campus Design	73,554,380.00	6,987,666.00
4	Removal of Temporary Housing	703,269.00	70,327.00
5	Sports Fields/Parking/Courts Restoration	6,703,028.00	670,303.00
	Total	\$ 90,988,622.00	\$ 8,451,539.00

Our total fee is just over 9% of the overall construction cost, which for the number of phases, bid packages, specialty consultants, duration, and complexity of the project is well within the norms for the Bay Area. The temporary housing lease calculation is a small percentage used to compensate WLC for the programming and design effort required for the interior of the portables to meet the needs of the campus. The fee calculation does not include construction escalation or construction contingencies. I trust this proposal will meet with your approval.

WLC will invoice West Contra Costa Unified School District monthly, per phase, for services complete, including specialty consultants and reimbursables. Should the scope of the project increase beyond what is identified herein or the allotted fee, I will request additional compensation in writing. Hourly rates will be per the attached WLC rate schedule.

Mr. Waheed Balogun
Professional Services Proposal
Pinole Valley High School New Campus
West Contra Costa Unified School District
Project 1019700.06
November 18, 2010
Page 4

We are very enthusiastic about continuing this project and look forward to working with you, the teachers, and staff of Pinole Valley High School. Please sign both copies of this proposal and return one to me and we will be happy to get started. We will need to execute a formal contract as soon as possible. Please do not hesitate to contact me if you have questions.

Sincerely,



KEVIN A. MacQUARRIE
Architect, AIA
Principal

_____ Date
WAHEED BALOGUN
Director of Facilities & Construction
West Contra Costa Unified School District

KAM:yg
P01019700x1-ltr

Attachments: Project Budget Summary
WLC Hourly Rates

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

Pinole Valley High School - Project Budget Summary

11/9/2010

Phase 1 - Temporary Housing

	Item	Square Feet	Amount
A.	Site Prep for Temp Housing	200,000	\$444,000.00
B.	Temporary Housing Pads & Utilities	1LS	\$1,065,600.00
C.	Build Temp Campus Site Work	87,360	\$193,939.00
D.	Site work/parking/drop-off	35,060	\$157,620.00
	Subtotal		\$1,861,159.00
	Design contingency		\$186,035.94
	Total		\$2,047,194.94
	Construction Contingency		\$74,414.38
	Escalation		\$93,017.96
	Temporary Housing Lease		\$6,988,800.00
	Total for Phase 1		\$9,203,427.28

Phase 2 - Demolition of Existing Buildings

A.	Demolition of exist. Hard construction	134,088	\$744,188.00
B.	Demolition of exist. Portables	35,500	\$157,620.00
	Subtotal		\$901,808.00
	Design contingency		\$90,142.06
	Total		\$991,950.06
	Construction contingency		\$36,056.82
	Escalation		\$45,071.02
	Total for Phase 2		\$1,073,077.90

Phase 3 - Construction of New Campus Buildings

A.	Site Prep for New Buildings	350,000	\$777,000.00
B.	Site Grading - Earth work, New Bldgs.	350,000	\$693,750.00
C.	Admin, Gym, Classroom, Library, Cafeteria	200,900	\$49,059,780.00
D.	Theatre/Drama/Band/Choir/Scene Shop	33,000	\$9,340,650.00
E.	Field House Building	5,375	\$1,245,920.00
F.	Site Work/Landscape/drop-off	350,000	\$2,645,130.00
G.	Site Utilities	350,000	\$3,108,000.00
Subtotal			\$66,870,230.00
Design contingency			\$6,684,150.26
Total			\$73,554,380.26
Construction contingency			\$2,673,660.10
Escalation			\$3,342,074.69
Total for Phase 3			\$79,570,115.05

Phase 4- Remove Temporary Campus

A.	Remove Portables	96,000	\$639,360.00
Subtotal			\$639,360.00
Design contingency			\$63,908.53
Total			\$703,268.53
Construction contingency			\$25,563.41
Escalation			\$31,954.26
Total for Phase 4			\$760,786.21

Phase 5 - Sports Field/Parking/Tennis/Basketball

A.	Hardscape, Landscape	138,000	\$1,148,850.00
B.	Sports Field	405,000	\$4,945,050.00
Subtotal			\$6,093,900.00
Design contingency			\$609,128.21
Total			\$6,703,028.21
Construction contingency			\$243,651.28
Escalation			\$304,564.06
Total for Phase 5			\$7,251,243.55
Total Construction for All Phases			\$97,858,650.00
Soft Cost			\$22,136,757.00
Project Cost			\$119,995,407.00

Highlighted Numbers are used as basis for WLC Fee Calculations.



Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

HOURLY RATES

Principals of Firm	\$220.00/hr
Associate Principal/Director	\$195.00/hr
Associate/Coordinator	\$195.00/hr
Senior Project Architect	\$180.00/hr
Senior Project Manager	\$180.00/hr
Project Architect	\$155.00/hr
Project Manager	\$155.00/hr
Technical Level I	\$100.00/hr
Technical Level II	\$90.00/hr
Technical Support	\$80.00/hr

Hourly rates shown are applicable for the first calendar year of the signed agreement, afterwards, hourly rates will be increased at an annual escalation rate of 4%.

Exhibit F17-06

West Contra Costa Unified School District
Bond Program Management
 1400 Marina Way S. • Richmond, CA • 94804
 (510) 307-4540 • (510) 412-5661 (fax)



Letter of Transmittal

Date: 3/12/2015
Project: Pinole Valley High School Modernization Reconstruction

Transmitted To: WLC Architects, Inc.
 2600 Tenth Street, Suite 500
 Berkeley, CA 94710

Transmitted By: LaTasha Jules

Transmitted For:		Delivered via:	
<input type="checkbox"/>	your use	<input type="checkbox"/>	herewith
<input checked="" type="checkbox"/>	your records	<input checked="" type="checkbox"/>	mail
<input type="checkbox"/>	your approval	<input type="checkbox"/>	overnight
<input type="checkbox"/>	your information	<input type="checkbox"/>	ground

REMARKS:

Enclosed please find your executed copy of the Amendment (4) Four to Architectural Services Agreements for Pinole Valley High School Modernization Reconstruction.

Thank You,

LaTasha Jules

AMENDMENT NO: (4) FOUR
TO AGREEMENT FOR ARCHITECTURAL SERVICES

WITH

WLC ARCHITECTS, INC.

FOR

PINOLE VALLEY HIGH SCHOOL MODERNIZATION RECONSTRUCTION

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

FEBRUARY 23, 2015

**AMENDMENT NO: (4) FOUR
AGREEMENT FOR ARCHITECTURAL SERVICES
DATED DECEMBER 29, 2010**

Between :

OWNER: West Contra Costa Unified School District
1400 Marina Way South
Richmond, CA 94804
(Hereinafter "District")

and

CONSULTANT: WLC Architects, Inc.
2600 Tenth Street, Suite 500
Berkeley, CA 94710
(Hereinafter "Consultant")

SUBJECT:
Pinole Valley High School New Campus
Amendment No. (4) Four
Program Adjustments/Scope Increases/Extended Duration

1. The Scope of Services and Schedule of the above referenced Agreement is hereby modified as follows:

Scope

The revised total fee percentage exceeds the originally BOE approved (December 8, 2011) percentage of 9% of construction cost. However, WCCUSD has accepted the additional fees understanding the following scope:

This amendment, in part, restores scopes of work which were modified or eliminated by the Board of Education on September 19, 2012. Additionally, work includes all effort involved in project phasing, scope and schedule changes to date, and effort required to support the execution of the balance of the project phases.

District Standards Architect shall incorporate in to its work and the work of all consultants the adopted District Standards for facilities and construction including, but not limited to, District Standards as adopted by the Board of Education in Resolution 94-1213 on June 12, 2013, as well as current technology standards (January 2015).

Documents associated with 9 separate bid packages, and status as of this amendment:

- 1A Temporary Housing – Complete, pending closeout
- 1B Detention Basin & Temporary Housing Utilities – Complete, pending closeout
- 1C Hillside Stabilization (Increment 1 [Stitch Piers]) – Combined with 2B, Under construction
- 1D Offsite Parking and Traffic Design – Scope removed from contract
- 2A Demolition of Existing Campus

Contract No. 1 000 000 716
 Project No. 3621377-01

- 2B Hillside Stabilization (Increment 2 [Earthwork]) – Combined with 1C, under construction
- 3 New Campus
- 4 Removal of Temporary Housing
- 5 Sports Fields/Ball Courts/Parking

Phase 3

At the time of this amendment, WCCUSD’s constructability review comments (developed by SGI CM) have been made available to the architect for two months, and a preliminary cost opinion by WCCUSD’s cost estimator (Mercurial, LLC) has been available for one month. The final construction documents (accounting for all relevant constructability review documents, as well as cost reconciliation for the new campus to align with the June 19, 2013 approved construction budget of \$104M) and DSA approval will align with the schedule below.

Phase 4

Documents are not subject to DSA review/approval, so design development and construction document efforts shall proceed upon completion of Phase 3 bid process, with the approval of WCCUSD.

Phase 5

Construction document effort will resume upon completion of Phase 3 bid process. Architect shall submit “100% Review” documents to complete the constructability review process. These documents will also be used for cost opinions and reconciliation efforts. Constructability review comments will be addressed prior to completion of Construction Documents sub-phase of work.

Documents shall not be submitted to DSA for review prior to direction from WCCUSD facilities staff.

Schedule

Phase 3

- Design & Constructability Effort Complete March 2015
- Cost Reconciliation Complete March 2015
- Start DSA Back Check..... April 2015
- DSA Approval April 2015
- Start Bidding May 2015

Phase 4

- Design Development Documents Complete September 2015
- Construction Documents Complete November 2015
- DSA Approval N/A
- Start Bidding May 2018

Phase 5

Construction Documents Complete January 2016
 DSA Approval May 2018
 Start Bidding June 2018

Note: Exhibit A, Consultant's Project Update Presentation Document, with recommended fee adjustment, dated December 3, 2014, is attached for *reference only*, and is not made part of this Agreement.

2. "Compensation and Payment" of our Agreement dated December 29, 2010 is hereby modified to allow for the additional fees required to implement the above changes. The present fee of \$8,586,140 is hereby increased by a not-to-exceed fee of \$7,538,880.80, approved by the Board of Education on December 3, 2014, for a total not-to-exceed fee of \$16,125,020.80.

PAYMENT SCHEDULE				
Phase	Original Fee Distribution	Previously Adjusted Fee Distribution*	Amendment 4 Fee Distribution	Revised Total Contract Fee
Phase 1A: Temporary Housing	\$624,048.00	\$129,240.00	\$561,373.44	\$690,613.44
Phase 1B - Detention Basin/Temp Housing Utilities/Paving	\$0.00	\$201,100.00	\$64,498.19	\$265,598.19
Phase 1C - Hillside Stabilization	\$0.00	\$107,800.00	-\$107,800.00	\$0.00
Phase 1D - Off-Site Temp Parking/Traffic Signal	\$0.00	\$3,200.00	-\$3,200.00	\$0.00
Phase 2A - Demolition of Existing Campus	\$99,195.00	\$201,400.00	\$34,732.35	\$236,132.35
Phase 2B - Earthwork for Hillside Stabilization	\$0.00	\$241,500.00	-\$26,373.29	\$215,126.71
Phase 3 - New Campus	\$6,987,666.00	\$6,246,745.00	\$6,549,600.86	\$12,796,345.86
Phase 4 - Removal of Temporary Housing	\$70,327.00	\$110,105.00	\$34,636.59	\$144,741.59
Phase 5 - Sports Fields/Parking/Courts Restoration	\$670,303.00	\$1,149,649.00	\$492,212.66	\$1,641,861.66
Unallocated	\$0.00	\$60,800.00	-\$60,800.00	\$0.00
Amendment No. 1	\$28,600.00	\$28,600.00	\$0.00	\$28,600.00
Amendment No. 2	\$39,450.00	\$39,450.00	\$0.00	\$39,450.00
Amendment No. 3	\$66,551.00	\$66,551.00	\$0.00	\$66,551.00
Total	\$8,586,140.00	\$8,586,140.00	\$7,538,880.80	\$16,125,020.80

*Formalized under this Amendment No. 4.

All other conditions of our Agreement (and subsequent Amendment(s) set forth above) remain in full force and effect as originally stated.

Contract No. 1 000 000 716
Project No. 3621377-01

IN WITNESS WHEREOF, the Consultant has executed this Amendment, and the District by its Chief Engineering Officer who is authorized to do so, has executed this Amendment.

CONSULTANT:

By: [Signature]
Its: VICE PRESIDENT

Dated: 3.2.15

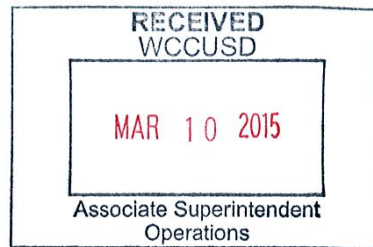
WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT:

By: [Signature]
Its: Lisa LeBlanc
Associate Superintendent for Operations

Dated: 3-11-15

Attachments:

- Exhibit A: Consultant's Project Update Presentation Document, with recommended fee adjustment, dated December 3, 2014 (*for reference only*).
- Board of Education Approval Item, dated December 3, 2014.



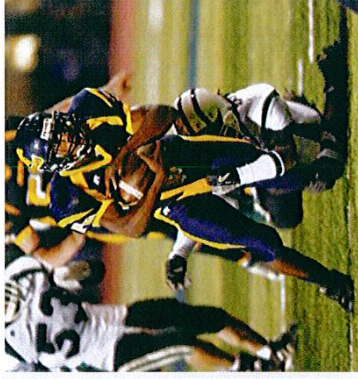
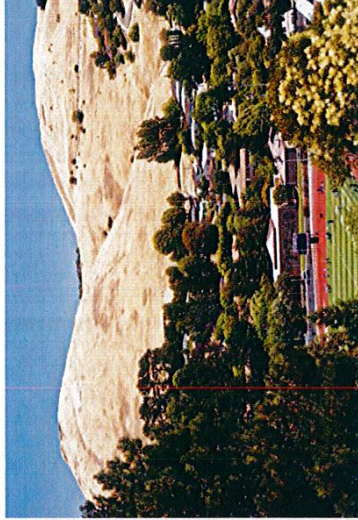
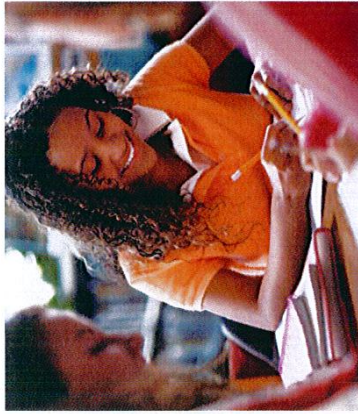
Contract No. 1 000 000 716
Project No. 3621377-01

PINOLE VALLEY HIGH SCHOOL

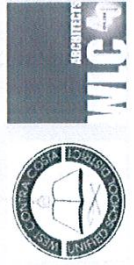
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT | WLC ARCHITECTS, INC.

December 3, 2014

EXHIBIT A



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project update

Contract No. 1 000 000 716
Project No. 3621377-01

1. *Process*
2. *Project Scope Increases*
3. *Project Phasing Changes*
4. *Project Schedule Extensions*

EXHIBIT A



1. *Master Planning begins in 2009*
2. *Over 200 meetings and presentations with:*
 1. *Pinole City Council*
 2. *Community (Parents, Neighbors, Rotary, PTA, TAPS)*
 3. *School Site Committee*
 4. *School Teachers and Staff*
 5. *District Staff (Superintendent, Facilities, M&O, IT, Academic)*
 6. *Facilities Sub-Committee*
 7. *Board of Trustees*
3. *Board Approvals of:*
 1. *Master Plan*
 2. *Schematic Design*
 3. *Scope, budgets and schedules*

EXHIBIT A





EXHIBIT A
 Contract No. 1 000 000 716
 Project No. 3621377-01

4

view from pinole valley road



Original Pinole Valley HS Program Overview 2010:

1. **Building Program:**
Based on educational program similar to El Cerrito HS.
2. **Temporary Housing:** (89) Portables
3. **Project Components:**
 - Performance Theater (600 seats)
 - (66) Teaching Stations
 - Library
 - Gymnasium (1,500 seat capacity)
 - Athletic Field Buildings
 - Synthetic Turf Baseball fields with backstops
 - Re-coat existing running track
 - Replace Football Field Synthetic Turf
 - Replace Existing Bleachers
4. **Program square footage:** 225,000 sq. ft.
5. **Student population:** 1,600 students.
6. **Construction Budget:** \$84.6M*
 - * - Does not include: Fabrication and leasing of portables, hillside corrective work and Off-Site scope of work. Budget reflects 2009 – 2010 bidding trends.

Excerpt from 12/13/11 Facility Subcommittee meeting presentation.



original project scope

EXHIBIT A

Pinole Valley HS Program Overview 2011:

1. **Building Program:**
Increased by Linked Learning, District Equity & Site Specific Educational Programs.
2. **Temporary Housing: (94) Portables**
3. **Project Components:**
 - Performance Theater (600 seat)
 - (71) Teaching Stations**
 - Increased Classroom Capacity Requirement (32 to 40 students)**
 - (3) Linked Learning Academy & Multi-Use Rooms**
 - (1) School Site Specific Teaching Station**
 - Library
 - Gymnasium **(1,800 seat capacity)**
 - Increased Maintenance Service/ Utility Spaces**
 - Athletic Field Buildings, Additional Team Room and Weight Room**
 - Synthetic Turf Baseball fields with backstops
 - Re-coat existing running track
 - Replace Football Field Synthetic Turf
 - Replace Existing Bleachers
4. **Program square footage: Approx. 267,246 sq. ft.**
5. **Student population: 1,600 students.**
6. **Construction Budget: \$84.6M (unadjusted)*.**

Excerpt from 12/13/11 Facility Subcommittee meeting presentation. 6



project scope increases

EXHIBIT A

Highlighted Expanded Building Program Cost Increases:

- Larger classrooms to accommodate increased class size. 6,006 sf. = \$1,933,932
- Large Academy Multi-use Rooms. 9,000 sf. = \$2,523,000
- Lecture Hall and Testing Lab. 1,500 sf. = \$375,000
- Additional Field House Weight Room and larger fitness/ weight rooms . 4,570 sf. = \$1,141,540
- Site Specific Educational Program increases. 3,362 sf. = \$1,084,564
- District Maintenance/ Service Requirements. 2,520 sf. = \$1,299,637
- Code Requirements. 2,650 sf. = \$853,300
- HPI – Sustainability Performance Building Components approx. 5% overall construction cost increase = \$4,602,404

Expanded Building Program Construction Cost Increases = \$14,141,377 7

Excerpt from 12/13/11 Facility Subcommittee meeting presentation.



project scope increases

Highlighted Non-Building Program Construction Cost Increases:

- C-3 Storm Water Management Regulatory Requirements: Underground storm water retention basin at baseball field area; consisting of 11,200 feet of 36-inch diameter piping 5-feet below grade. **\$250,000**
- Hillside Slide Corrective Stabilization: Hillside removal and re-compaction with installation of 108-feet of 4-foot diameter steel pier shoring. **\$3,596,000**
- Temporary Campus Parking: Off-site parking lot developed at nearby church and public library. **TBD**
- Off-site traffic improvements: Bus drop-offs and traffic lights. **\$1,666,000**

Non-Building Program Construction Cost Increase:

\$5,512,000

EXHIBIT A



project scope increases

December 2011 Construction Estimate Summary

1. **Original Construction Budget:** **\$84.6M**
Construction Estimate Increase: \$34.1M

Construction Estimate: **\$118.7M**

- 2. The Building Program expanded to accommodate additional school program requirements and non-building program cost impacts. However, construction funding had not been increased.
- 3. The Project construction budget had to be reconciled with the building program to proceed.

EXHIBIT A

Based on 12/13/11 Facility Subcommittee meeting presentation. 9



december 2011 project costs

Contract No. 1 000 000 716
Project No. 3621377-01

EXHIBIT A

Highlighted Construction Cost Estimated Increases:

- 1. Detention basin/underground utilities/interim housing paving **\$ 1.5M**
 - 2. Interim housing placement and site work **\$ 3.0M**
 - 3. Central plant and CA green code/title 24 requirements **\$ 2.5M**
 - 4. Photovoltaic panels and associated infrastructure **\$ 2.2M**
 - 5. Product standards updates **\$ 1.8M**
 - 6. Instructional technology updates/MDF & IDF sizes/HVAC & elect requirements **\$ 1.2M**
 - 7. Increased commodities costs **\$ 3.5M**
- Program Construction Cost Estimated Increase: \$15.7M**



june 2013 project scope increases

Estimated Construction Cost:

1	Detention basin/underground utilities/interim housing paving	\$ 5,527,723
2	Interim housing placement and site work	\$ 2,835,590
3	Hillside stabilization	\$ 4,134,515
4	Existing campus hazmat abatement / demolition	\$ 4,486,680
5	New campus building construction / street improvements	\$104,234,610
6	Interim housing demolition	\$ 626,240
7	Field house / bleachers / athletic fields	\$ <u>12,799,810</u>
	Total Estimated Construction Budget:	\$134,375,168



june 2013 construction costs

Time Line

1. June 2009 District establishes an estimated construction budget of \$84.6 million prior to detailed site meetings with staff and community, resolution of the site seismic issues, knowledge of the hillside stabilization issue, design of the Pinole Valley Road improvements, or the detention basin and temp housing requirements.
2. December 13, 2011 FSC reviews cost estimate, value engineering options and increases Construction Budget from \$84,641,487 to \$118,660,000
3. January 19, 2012 WLC submits Add Service No. 3 removing professional services to allow for fee adjustment without increasing overall fees.
4. September 19, 2012 Board approves increased Construction Budget of \$118,660,000 and AS No. 3 fee adjustment of \$2,858,621 with 5-0 vote.
5. June 19, 2013 special Board meeting review of Bond Project Plan indicating a revised PVHS construction cost estimate of \$134,375,168.
6. February 11, 2014 FSC approves PVHS construction cost estimate of \$134,375,168.
7. March 10, 2014 WLC submits Add Service No. 5 for fee adjustments due to scope increases, the extended project schedule and for full time on site CA services.

12



WLC
Architects, Inc.

as no. 3 & no. 5 timeline

Contract No. 1 000 000 716
Project No. 3621377-01

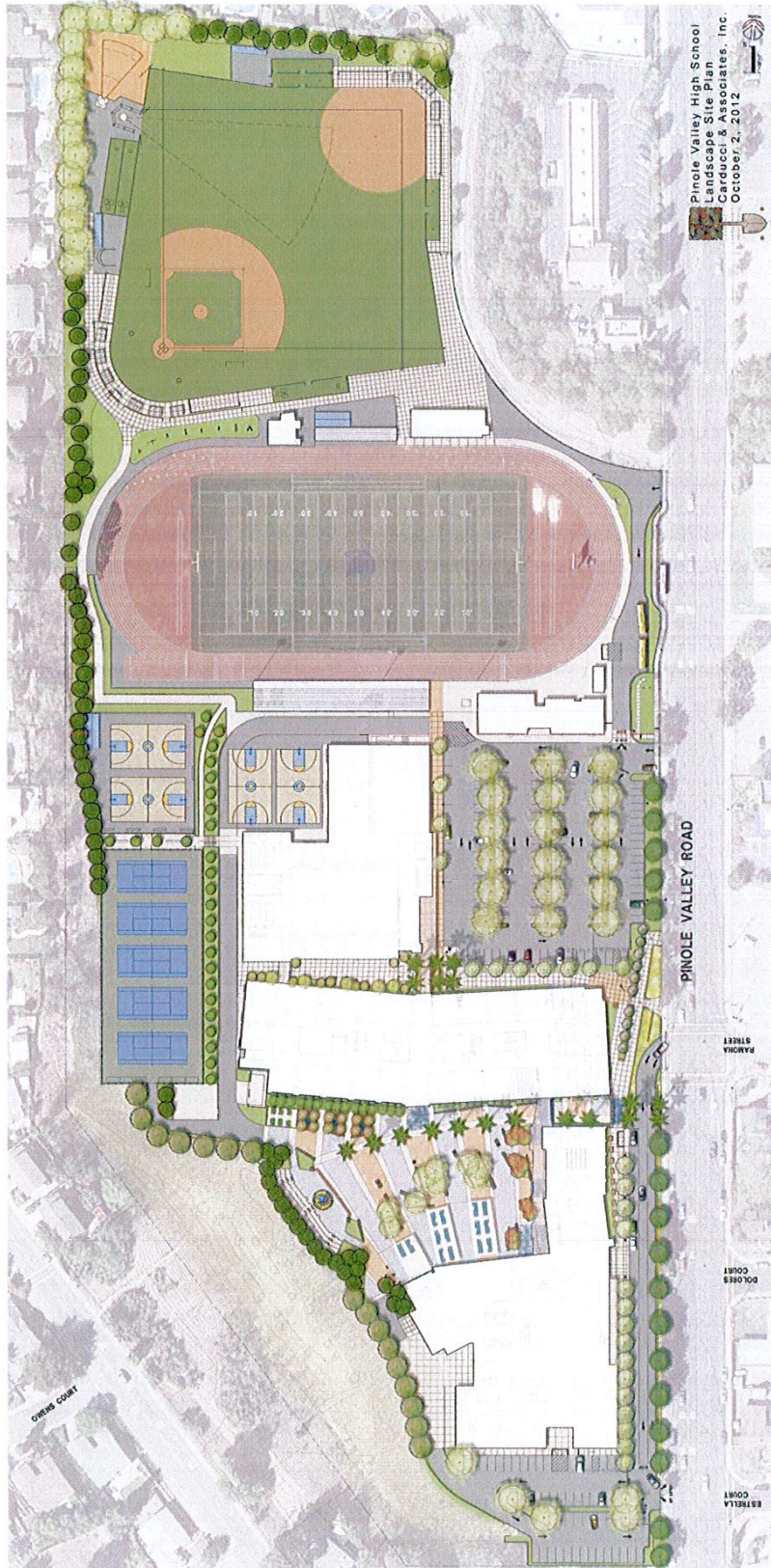
Fee Schedule:	Fees	
Current Fee based on a Construction Cost of: Current Fee includes Amendment No. 1, No 2 and No. 3	\$ 84,641,487	\$ 8,586,140
Fee Increase based on a Construction Cost of: Construction Cost Agreed to per Add Service No. 3 Dated 9.10.12	\$ 118,660,000	\$ 2,858,621
Fee Increase based on a Construction Cost of: Construction Cost Confirmed at the 2.1.1.14 Facilities Subcommittee	\$ 134,375,168	\$ 1,449,933
1. CA, Bidding, Close Out and Scope Fee Increase	\$	4,308,554
Total Revised Base Compensation	9.6% \$	12,894,694

EXHIBIT A



as no. 3 fee adjustment

project phasing



Contract No. 1 000 000 716
Project No. 3621377-01

EXHIBIT A



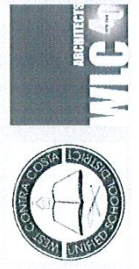
Contract No. 1 000 000 716
Project No. 3621377-01

Pinole Valley HS New School Campus Project Schedule

- 1 Interim housing placement and site work 08/31/2013
- 2 Existing campus demolition 08/31/2013
- 3 New campus building construction 07/31/2015
- 4 Interim housing demolition 09/31/2015
- 5 Field house / bleachers / athletic fields 07/01/2016

EXHIBIT A

Excerpt from October 2010 Pinole City Council presentation. 15



original 2010 project phasing schedule

Contract No. 1 000 000 716
Project No. 362137Z-01

Pinole Valley HS New School Campus Project Schedule

- 1 Temporary Housing Campus:
Site Retention Basin Completion: **07/05/2012**
Campus Occupancy: **08/20/2013**
- 2 Demolition of Existing Buildings: **08/16/2013**
- 3 Hillside Stabilization Work: **11/15/2013**
- 4 New Academic Buildings Campus/Offsite Improvement: **08/15/2016**
- 5 Demolition of Temporary Housing Campus: **09/15/2016**
- 6 New Bleachers, New Field Houses, Track and Field Modernization: **09/15/2017**

EXHIBIT A

Excerpt from 12/13/11 Facility Subcommittee meeting presentation. 16



2012 project phasing schedule

Contract No. 1 000 000 716
Project No. 362137Z-01

Pinole Valley HS New School Campus Project Schedule

1	Detention basin/underground utilities/interim housing paving	06/01/2014
2	Interim housing placement and site work	08/01/2014
3	Existing campus hazmat abatement / demolition & hillside stabilization	07/01/2015
4	New campus building construction / street improvements	07/01/2018
5	Interim housing demolition	01/01/2019
6	Field house / bleachers / athletic fields	07/01/2020

EXHIBIT A

Excerpt from October 2013 Project Schedule. 17



current project phasing schedule

Contract No. 1 000 000 716
Project No. 3621377-01



EXHIBIT A



exterior quad view

Summary

1. September 2010 WLC/WCCUSD sign PVHS contract with an expected completion date of Mid 2016 (approx. 5.5 years duration) for all phases of construction.
 1. Schedule presented at March 10, 2010 and May 19, 2010 Site Committee meetings
 2. Schedule presented at October 2010 Pinole City Council Meeting

2. January 18, 2012 Schedule extended to December 2017 (7 years duration) for completion of all phases of construction.
 1. Primarily due to funding concerns.

3. October 2013 Schedule extended to April 2020 (10 years duration) for completion of all phases of construction.
 1. 6 project phases
 2. 9 separate bid packages

4. September 11, 2014 WLC submits revised AS No. 6 for fee adjustments due to the extended project schedule and for full time on site CA services.

Extended Project Schedule 4 Years

Additional 9440 staff hours plus consultant fees:

\$3,468,560

19



as no. 6 timeline & fee adjustment

Contract No. 1 000 000 716
Project No. 3621377-01

Attachment No. 10

Pineau Valley High School
4000 Centre Court, Suite 100, Irvine, CA 92618

ME: 4/24/2015, 1:15
REVISED: 11/2/14
REVISED: 10/1/14

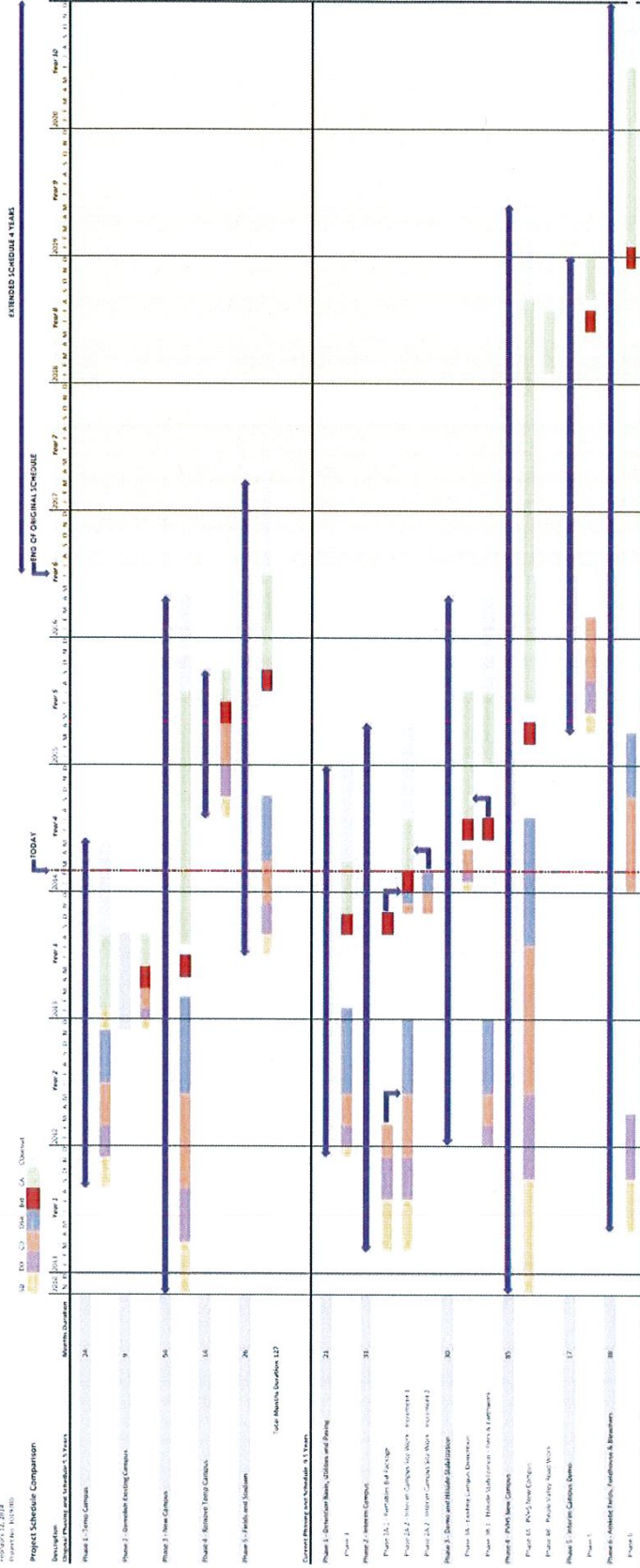


EXHIBIT A

Notes:
1. These durations are approximate and subject to change.
2. These durations are approximate and subject to change.

as no. 6 schedule extension



Tuesday, December 2, 2014

Fee Schedule:		%	Fees
Current Fee based on a Construction Cost of: Current Fee includes Amendment No. 1, No 2 and No. 3	\$ 84,641,487	10%	\$ 8,586,140
Fee Increase based on a Construction Cost of: Construction Cost Agreed to per Add Service No. 3 Dated 9.10.12	\$ 118,660,000	\$	2,858,621
Fee Increase based on a Construction Cost of: Construction Cost Confirmed at the 2.1.14 Facilities Subcommittee	\$ 134,375,168	\$	1,449,933
1. CA, Bidding, Close Out and Scope Fee Increase		\$	4,308,554
Total Revised Base Compensation		9.6%	\$ 12,894,694
2. Extended Project Schedule 4 Years		2.4%	\$ 3,230,326
Total Recommended Fee Increase		5.6%	\$ 7,538,880
Total Revised Fee		12.0%	\$ 16,125,020

21



recommended fee adjustment

Summary

1. There are three components to the PVHS add services, the first compensates WLC for the substantial increase in the project scope and services, the second recognizes fee impact on the Design team for the extended schedule and would provide the district and WLC with some certainty as to fees through the currently projected completion of the project, and the third is an option for the District to have full time construction administration services on the project. District staff is recommending to proceed with components one and two at this time.
2. Contract Article 7. Payment for Extra Services or Changes, which authorizes the District to compensate WLC for "Extra Services outside of the scope in Exhibit "A" and "Any charges for Extra Services shall be paid by the District as described in Exhibit "B". Paragraph "B" in Exhibit "B" Criteria and Billing for Extra Services states that Extra Services are due for " Providing services required because of **significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding** or negotiating and contracting for construction." (emphasis added). Clearly WLC has experienced all of these changes in our contract, as is detailed in add service No's. 5 and 6 descriptions, all of which are defined as Extra Services in the contract.
3. The accepted industry standard for professional service fees for projects of PVHS's complexity, phasing, scope, duration and cost in the Bay Area is 10%-12%. The recommended adjusted fees fall within that standard.

EXHIBIT A



recommended fee adjustment

exterior view

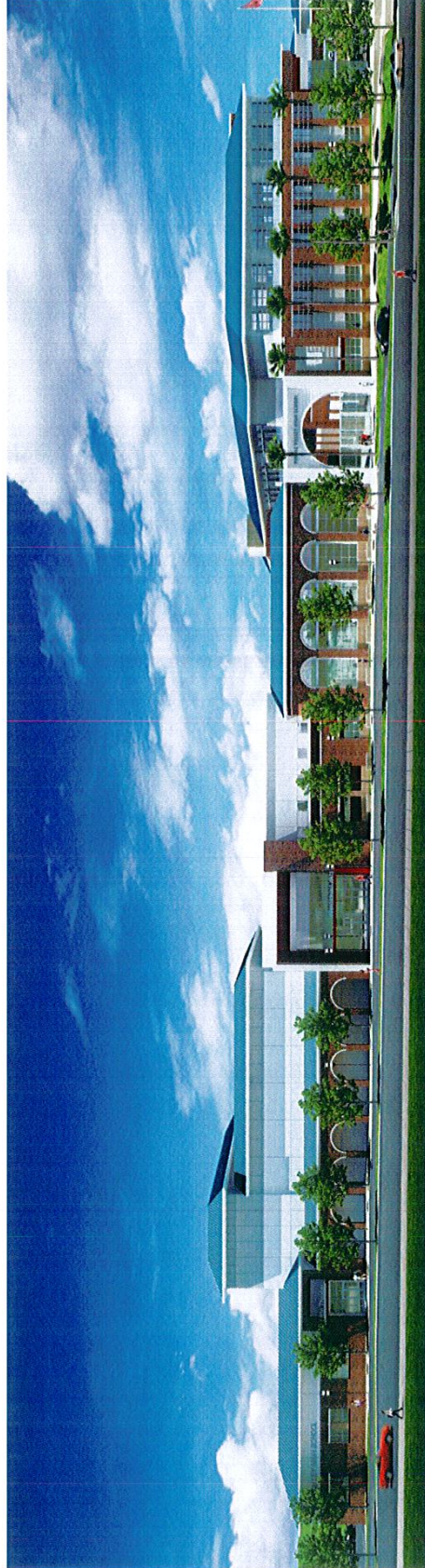


EXHIBIT A

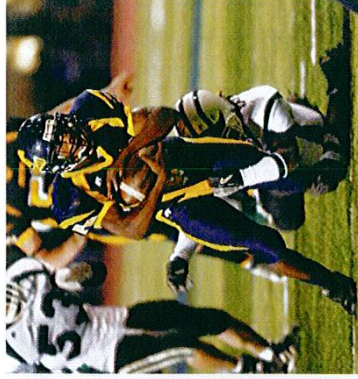
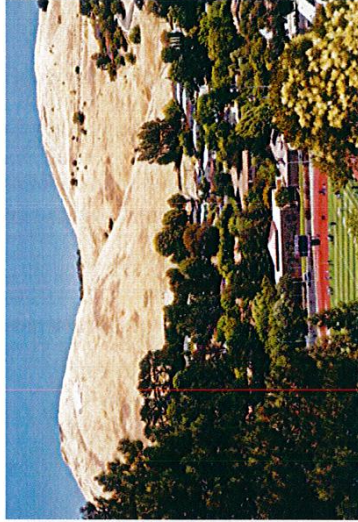
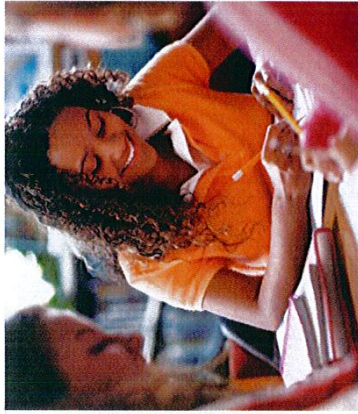
Contract No. 1 000 000 716
Project No. 362137Z-01



PINOLE VALLEY HIGH SCHOOL

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT | WLC ARCHITECTS, INC.

EXHIBIT A



©Shawcraft / Art Project



end of presentation – thank you!

Contract No. 1 000 000 716
Project No. 3621377-01

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** December 3, 2014
From: Lisa LeBlanc **Agenda Item:** F.7
Associate Superintendent of Operations
Subject: Approval of Additional Architectural Services

Background Information:

The District has retained WLC Architects (WLC) as the Architect of Record for the Pinole Valley High School Project. Pursuant to Facilities Subcommittee recommendation on November 18th, 2014, staff recommends additional services for Board approval. The services include 1.) adjustments for project program, square footage, and scope increases, and 2.) fees for extended project duration for multiple phases of the overall project.

Recommendation:

Approve additional Architectural Services for WLC Architects, Inc.

Fiscal Impact: Total for this action: \$7,538,881. Funding sources is Bond Fund.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____		Seconded by: _____
Approved _____	Not Approved _____	Tabled _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2014

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

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

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101	CONTACT NAME: Sandy Peters PHONE (A/C, No, Ext): 626 844-3070 FAX (A/C, No): 626 844-3074 E-MAIL ADDRESS: speters@insdra.com
INSURED WLCARCHIT WLC Architects, Inc. 8163 Rochester Ave., Suite 100 Rancho Cucamonga, CA 91730 909 987-0909	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of A NAIC # 25674 INSURER B: Lexington Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 492883840 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y			6809251L18A	4/1/2014	4/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	TOMBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> NoOwnedAutos	Y				BA9251L707	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				UB3688T785	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability					013001634	4/1/2014	4/1/2015	\$2,000,000 Per Claim \$4,000,000 Annl Aggregate

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

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

West Contra Costa Unified School District, their representatives, consultants, trustees, officers, officials, employees, agents and volunteers are named as an additional insured as respects general and hired/non-owned auto liability for claims arising from the operations of the named insured as required per contract or agreement.

CERTIFICATE HOLDER West Contra Costa Unified School District Director of Bond Facilities 1108 Bissell Avenue Richmond CA 94801-3135	CANCELLATION 30 Day NOC/10 Day for NonPay of Prem 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
--	---

Exhibit F17-07

AGREEMENT FOR MASTER PLANNING SERVICES

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

WITH

INTERACTIVE RESOURCES, ARCHITECTS

For

WILSON ELEMENTARY SCHOOL

September 30, 2010

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EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT **A-1**

EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES **B-1**

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of May 25, 2010, between the West Contra Costa Unified School District, a California public school district, ("District") and Interactive Resources Architects, ("Architect") (both collectively "Parties"), for the following project ("Project"): **Wilson Elementary School**.

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

Article 1. Definitions

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

1.1.12. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

1.1.13. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, And Services Of Architect

- 2.1. Architect shall render the Services as described in **Exhibit "A-1 & A-2,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to contractor(s) pursuant to a competitive bid process and a construction manager and/or contractor(s) may provide input to the Architect on the constructability and design features of the Project.
- 2.4. Architect shall contract for or employ at Architect's expense, consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscapers, and interior designers, licensed as such by the State of California as part of the basic services under this agreement. The names of consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Architect under terms of the Agreement. Architect shall require each of the consultants retained by it to execute agreements with the standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.5. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program, if any. If the Architect employs consultant(s), the Architect shall ensure that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's Labor Compliance Program, if any.
- 2.6. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

- 2.7. Architect shall provide Services required to obtain any local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.8. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.9. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.9.1. Ground contamination or hazardous material analysis.
 - 2.9.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.9.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.9.4. Historical significance report.
 - 2.9.5. Soils investigation.
 - 2.9.6. Geotechnical hazard report, except as indicated in **Exhibit "A-1."**

Article 3. Architect Staff

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

Principal In Charge:	Thomas F. Butt, FAIA
Vice President:	Charles Beavers, AIA
Project Architect(s):	Andrew Butt, AIA
Project Architect(s):	_____
Other: _____:	_____
_____:	_____
_____:	_____
Major Consultants:	
1500 Inc. Mechanical Engineers	Jay Takacs, Principal
Brokaw Consulting – Electrical Engineers	Mike Burke, Principal
Carducci Associates – Landscape Architects	Vincent Lattanzio,
RAS Tech, Inc. – Food Service	Lyn Sadusky, Principal
RGDL, Inc. – AV/Acoustical	Loel Lewitz, Principal

- 3.3. The Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.

- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 3.5. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code Section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule Of Services

The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A-1 & A-2,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if any delay is beyond the Architect's or its consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit "A-1 & A-2,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A-1 & A-2,"** including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. If any of the following events occur:
 - 5.3.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget, or
 - 5.3.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget, or
 - 5.3.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District,

in its sole discretion, has one or a combination of the following alternatives:

- 5.3.2.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2.2. Authorize the Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.2.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
- 5.3.2.4. Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

Article 6. Fee And Method Of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
 - An amount equal to One Hundred Ninety Two Thousand Dollars (\$192,000).
- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. The District will set the new fee in consultation with the Architect.

Article 7. Payment For Extra Services Or Changes

District-authorized services outside of the scope in **Exhibit "A-1 & A-2"** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, the Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that the Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership Of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") which the District shall have the right to utilize in any way permitted by statute:
- 8.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
- 8.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
- 8.5.3. One set of non-fixed image CADD drawing files in DXF or DWG or both format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend and hold the

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

Article 9. Termination Of Contract

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

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims,

demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to, in whole or in part, the willful misconduct, recklessness, or negligent acts, errors, or omissions of Architect, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement.

- 10.2. Architect shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any Claim. Architect shall reimburse the indemnified parties for any and all legal expenses and costs, including expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.
- 10.3. Any and all costs incurred by District, or for which District may reasonably become liable, to the extent caused by the negligence of Architect in its performance hereunder, including negligent delays, shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

Article 11. Fingerprinting

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

Article 12. Responsibilities Of The District

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

Article 13. Liability Of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

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

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant Against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment Of Agreement

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

transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

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

Article 20. Alternative Dispute Resolution

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

Article 21. Severability

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

Article 22. Employment Status

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

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

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

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

paid by Architect which can be applied as a credit against such liability).

- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 23. Certificate Of Architect

- 23.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.
- 23.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 23.3. Architect certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 24. Cost Disclosure - Documents And Written Reports

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

Article 25. Notice & Communications

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

<p>District: West Contra Costa Unified School District 1300 Potrero Ave. Richmond, CA 94804 ATTN: William Savidge or Waheed Balogun</p>	<p>Architect: Interactive Resources Architects 117 Park Place Richmond, CA 94801 ATTN: Andrew Butt</p>
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Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the

United States mail.

Article 26. Disabled Veteran Business Enterprise Participation

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

Article 27. District's Right to Audit

- 27.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any sub-consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 27.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.
- 27.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 27.4. The Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 27.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all subconsultants.
- 27.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 28. Other Provisions

- 28.1. The Architect shall be responsible for the cost of construction change orders caused directly by the Architect's willful misconduct or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which

the Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared construction documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

- 28.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.
- 28.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

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

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

WEST CONTRA COSTA UNIFIED SCHOOL INTERACTIVE RESOURCES ARCHITECTS DISTRICT

Date: _____, 2011
 By: _____
 Title: _____

JAN 4 2011

EXHIBIT "A - 1"
RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A-1"**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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

A. SCOPE OF PROJECT

MASTERPLANNING AT WILSON ELEMENTARY SCHOOL

B. BASIC SERVICES

Architect agrees to provide the services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics,
 - b. Legal limitations and utility locations for the Project site(s),
 - c. Written legal description(s) of the Project site(s),
 - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - e. Adjacent drainage;
 - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - i. Surveys, reports, as-built drawings, record drawings; and
 - j. Subsoil data, chemical data, and other data logs of borings.

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

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the

District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- a. In the event that the Architect provides site information and documentation as an Additional Service to the contract, then Architect shall be fully responsible for the accuracy and quality of site documentation including site survey data, utility information, and all aspects site conditions as confirmed by the Architect.
3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology department, and lay out any included technology backbone system. Architect shall coordinate the design and layout of the Project improvements to include the integration of the District's Wide Area Network ("WAN"), also known as the Gigaman network. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring, from the utility provider network to the school, and the entire Local Area Network within the school. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
 4. **District Standards.** District Standards. Architect shall incorporate in to its work and the work of all consultants the adopted District Standards for facilities and construction including, but not limited to, District Standards as Adopted by the Board of Education in Resolution 17-0607 on September 20, 2006.
 5. **Mandatory Assistance**
If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").
 6. **Collaborative for High Performance Schools ("CHPS") Standards and State of California High Performance Schools Grant Program.** As part of Basic Services, the Architect shall assist the District to incorporate the Design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Edition, into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for the State of California High Performance Schools Grant Program as managed and implemented by the Division of State Architect. The Architect shall work with the District, Master Architect, CHPS Consultant, and Program Manager to ensure that the District's project meets the highest possible point score under CHPS, consistent with the District's budget.
 - a. The Architect shall be responsible for setting up and maintaining the CHPS "Scorecard" and the DSA HPI Scorecard, which shall indicate the number of points that the project is scoring. The status of project in relation to CHPS/HPI points and compliance shall be assessed with the District at the start of each phase of the work.
 - b. The Architect shall assist the District in preparing applications to the Division of State Architect and Office of Public School Construction which shall include the scorecard and all required documentation required to receive funding under the DSA/OPSC High Performance Schools Grant Program.
 7. **Utility Services Verification.** The Architect shall prepare the documentation required to make points of connection to existing utility services provided by the public utilities. The Architect shall verify the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project.

C. MASTER PLANNING SERVICES

1. Project Initiation

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

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and between subconsultants.
- f. **Construction Cost Budget**
 - (i) Architect shall have responsibility to further review the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be prepared by the Program Manager and the Design Phase Manager and are to be based on the developed functional architectural programs as approved by the District. The Architect shall be responsible to review and advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:
 - (A) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation

and projected bid and construction dates are to be as approved by the District and its representatives.

- (B) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
- (C) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
- (D) The Architect shall review all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

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

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

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

3. **Presentation**

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

4. **Deliverables and Numbers of Copies**

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

- a. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Two copies of Conceptual Design/Site Plan and Phasing Plan.
- c. Two copies of final Schedule of Work, showing also Project Phasing
- d. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- e. Two copies of renderings provided to District for public presentation.

5. **Meetings**

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

EXHIBIT A-2 WCCUSD Masterplanning Scope of Work

<p>1. Facility Survey:</p> <p style="padding-left: 20px;">Review existing District documentation</p> <p style="padding-left: 20px;">Site visits and survey with full consultant team</p> <p style="padding-left: 20px;">Review and validate District Standards</p>	<p>10%</p>
<p>2. Gather Stakeholder Input:</p> <p style="padding-left: 20px;">Meeting with District Staff</p> <p style="padding-left: 20px;">Meeting with School Site</p> <p style="padding-left: 20px;">Meeting with Community</p>	<p>20%</p>
<p>3. Establish Scope Priorities</p> <p style="padding-left: 20px;">Meeting with the District Staff</p> <p style="padding-left: 20px;">Develop written scope document to describe quality level of modernization and new construction to be completed.</p> <p style="padding-left: 20px;">Develop graphics and photos to illustrate scope</p> <p style="padding-left: 20px;">Develop work to be completed</p>	<p>25%</p>
<p>4. Conceptual Design</p> <p style="padding-left: 20px;">Develop conceptual site plan for campus identifying previous work completed and bond program work to be completed by phase and priority.</p>	<p>30%</p>
<p>5. Cost Estimate:</p> <p style="padding-left: 20px;">Work with District cost consultant to develop a cost model of each option by scope priorities.</p>	<p>5%</p>
<p>6. Establish Project Phasing:</p> <p style="padding-left: 20px;">Workshops with District Staff</p> <p style="padding-left: 20px;">Develop project phasing list with project costs</p>	<p>5%</p>
<p>7. Prepare Comprehensive Master Plan Document</p> <p>Educational Specification:</p> <p style="padding-left: 20px;">Prior to commencing design work for the school consultant will lead the educational specification process. This will include a series of meetings with District staff to determine all of the spaces, programs, technical components, and site adjacencies. Consultant will work with District staff to test the programmatic suggestions against the existing conditions of the facilities, to determine the areas that need to be addressed.</p>	<p>5%</p>
<p>Total</p>	<p>100%</p>

EXHIBIT "B"**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are:
 - 1. Inconsistent with approvals or instructions previously given by the District.
 - 2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
 - 3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
- B. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
- C. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- D. Providing services made necessary by the default of contractor(s), by major defects, deficiencies in the work of contractor(s), or extensions in the construction duration unless such extensions are a result of Architect's negligence, errors, or omissions.
- E. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- F. Providing deliverables or other items in excess of the number indicated in **Exhibit "A-2 and A-2."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A-1 and A-2,"** so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
- G. Providing services as directed by the District that are not part of the Services of this Agreement.
- H. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- I. Providing training, adjusting, or balancing of systems and/or equipment beyond that indicated as a part of Basic Services for the completion of the project.

- J. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for extra Work and shall not be changed for the term of the Agreement. SEE ATTACHED ARCHITECT'S RATE SCHEDULE.
- K. The mark-up on any approved reimbursable item of Extra Work shall not exceed five percent (5%).

INTERACTIVE
 R E S O U R C E S
 • • •
 Architects & Engineers

RATE SCHEDULE
June 28, 2010
EXHIBIT B

President / Sr. Project Manager	200.00 per hour
Managing Principals / Sr. Project Managers	200.00 per hour
Associate Principals / Sr. Project Managers	135.00 – 165.00 per hour
Associate Principals / Sr. Drafters	100.00 per hour
Senior Project Managers	145.00 – 155.00 per hour
Project Managers	120.00 – 140.00 per hour
Senior Designer/Drafters	100.00 – 120.00 per hour
Designer/Drafters II	80.00 per hour
Technical Support	60.00 – 150.00 per hour

Rates are subject to change as employees receive salary modifications.

(Rate revised March 8, 2010)

Document2

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. The Schedule of Services shall apply to the completion of all services listed hereunder within the times established by the Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. WILSON Elementary School Schedule
 - 1. Architect shall complete all Services required under the Development of Architectural Program section within **210 calendar days** after written authorization from District to proceed.
 - a. Final Documents **NO LATER THAN DECEMBER 22, 2010**
- C. The durations stated above exclude the review periods required by the District and all other regulatory agencies.
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the schedule are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

EXHIBIT "D"**PAYMENT SCHEDULE****A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within fifty (50) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibits "A-1 and A-2." or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
2. The total compensation to the Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Basic Services contracted for under this Agreement.
 - a. **Total Fee Per Phase:** The following fee scale shall be used to calculate the portion of fee allotted to each phase of Architect's services:

	Phase	%	Phase Amount
1.	Facility Survey	10%	\$19,200
2.	Gather Stakeholders Input	20%	\$38,400
3.	Establish Scope Priorities	25%	\$48,000
4.	Conceptual Design	30%	\$57,600
5.	Cost Estimate	5%	\$9,600
6.	Establish Project Phasing	5%	\$9,600
7.	Prepare Master Plan Document	5%	\$9,600
	TOTAL BASE COMPENSATION	100%	\$192,000

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

- a. **Master Planning/Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Master Plan/ Pre-Design/Architectural Program.

C. Reimbursable Expenses

1. Deliverables as required as a part of this agreement will be billed at 1.05 times direct cost. Printing will be done by a District approved vendor.
2. The District, at its sole option, may self-print the deliverables required under Exhibits "A-1" and "A-2" from documents..
3. Prints for the Architect's own use and for consultant coordination are not reimbursable expenses.

EXHIBIT "E"**INSURANCE REQUIREMENTS**

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s).
- B. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation.** Statutory limits required by the State of California and
 4. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) for one million dollars (\$2,000,000) aggregate limit subject to no more than fifty thousand dollars (\$50,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$50,000. At the option of the District, either:
1. The District can accept the higher deductible;
 2. The Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. The Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, and volunteers (“Additional Insureds”) are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to this project, the Architect’s insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 4. The Architect’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days written prior notice by certified mail, return receipt requested, has been given to the District
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best’s rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best’s rating less than A:VII. At the option of the District, either:
1. The District can accept the lower rating;
 2. Require the Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Architect shall furnish the District with:
1. Certificates of insurance showing maintenance of the required insurance coverage;
 2. Original endorsements, if any, affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

SCOPE OF WORK AND FEE PROPOSAL

1. Our understanding is that the current budgeted construction cost for this project is \$24 million. Using the figures below and a 10% fee, the Site Master Planning/Pre-Design/Architectural Program Development Phase fee would be $(.08)(.10)(24,000,000) = \$192,000$.

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	8%
Schematic Design Phase	10%
Design Development Phase	12%
Construction Documents Phase	40%
Bidding Phase	5%
Construction Administration Phase*	23%
Close Out Phase	2%

Scope of Services:

1	Project Initiation
1.a	Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
1.b	Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2	Coordinated Site Master Planning The Architect shall work closely with the District and the District's designated representative (if applicable) to complete all work required to develop a Master Plan for the project. The Architect's work during the Master Planning Phase shall be as follows:
2.a	Prepare preliminary site and building plans using topographic information and current as-built drawings provided by the District.

2.b	Attend meetings with the District and the District's designated representative (if applicable) to familiarize the Architect's project team with the preliminary site investigations, facilities assessments, educational program standards, facilities standards, and other information pertinent to the development of an appropriate Master Plan for the site
2.c	Working with the District, attend meetings with the school's Site Facilities Committee on a regular basis during the Master Planning Phase to prepare, develop, and refine Master Plan options for the successful completion of the project.
2.d	Integrate information relating to local community issues, concerns, and opportunities into the site's Master Plan. Prepare presentations for interested community groups. Develop and refine local community group priorities related to the renovation of the school.
2.e	Develop appropriate presentations to local community groups and City agencies related to the development of the site's Master Plan.
2.f	Continue working with the Site Facilities Committee and the District until a Master Plan is developed for the site. Prepare and refine iterations of the proposed plan until an appropriate plan is developed which meets the site's Educational Program requirements, incorporates all required Facilities Standards, and is within the District's planning budget for the work.
2.g	Architect along with any involved consultant(s) shall present and review with the District and, if directed, with the District's superintendent, Board Facilities Subcommittee, governing board, local community groups, City agencies or Councils the summary and detail of work involved in this Phase. Prepare project Master Plan renderings as appropriate to fully describe the Site Master Plan
2.h	During the course of the Master Plan Phase the Architect shall also attend meetings with, and report on Site planning progress to, the District's Measure D Implementation Planning Committee. Coordination of the work on developing the site's Master Plan shall include ongoing incorporation of revised Educational Program Standards, revised Facilities Standards, and updated information regarding the District's overall facilities program.
3	Confirmation of Architectural Program The Architect shall confirm the District's architectural program, this work shall be completed as a part of the work of preparing the Master Plan for the site. The program confirmation work shall be as follows:
3.a	Perform pre-schematic investigations to confirm that the appropriate guidelines around which and within which the Project is to be designed have been incorporated into the preliminary designs. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, concept drawings, geotechnical reports and recommendations, soil testing results reports, education specifications, District standards, and pertinent historical data, and other relevant information provided by District.

3.b	Review DSA and regulatory/code issues pertaining to the proposed Project design.
3.c	Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
3.d	Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
	<p>Construction Cost Budget</p> <p>Architect shall have responsibility to further review the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be prepared by the Program Manager and the Design Phase Manager and are to be based on the developed functional architectural programs as approved by the District. The Architect shall be responsible to review and advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:</p> <p>All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.</p> <p>Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.</p> <p>Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.</p> <p>The Architect shall review all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.</p> <p>Prior to beginning each subsequent phase of the work the Architect shall verify in writing that they have reviewed Construction Cost Budget.</p> <p>The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. However, the Architect shall be responsible to provide review, and final acceptance of the Construction Cost Budget as the basis for continuing the proposed project</p>
3.f	Architect along with any involved consultant(s) shall present and review with the District and, if directed, with the District's governing board, the summary and detail of work involved in this Phase.
4	<p>Deliverables and Numbers of Copies</p> <p>Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format posted to PS2:</p> <ul style="list-style-type: none"> (2) Copies of confirmed Architectural Program (Include comparison between developed program and "model" program as contained in the Turnover Package, include narrative explaining any substantial deviations). (2) Copies of Site Plan.

	<p>(2) Copies of revised Construction Cost Budget.</p> <p>(2) Copies of final Schedule of Work;</p> <p>(2) Copies of Meeting Reports/Minutes from Kick-off and other meetings.</p>
5	<p>Meetings</p> <p>During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as required to complete the work of this phase of the Project, and specifically as indicated below.</p>
6	<p>MEETINGS / SITE VISITS / WORKSHOPS</p>
I	<p>Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings during the entire design phase with its consultant(s). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.</p>
I.1	<p>General Meeting, Site Visit, and Workshop Requirements</p> <ul style="list-style-type: none"> a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable. b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation. c. As required, Architect shall provide to the District copies of all documents or other information needed for each meeting, site visit, and workshop. These copies shall be a reimbursable expense. d. Meeting times shall be as required to complete the work and shall be held at the District office or at one of the Project sites, unless otherwise indicated.
I.2	<p>Meetings During Project Initiation Phase</p> <ul style="list-style-type: none"> A. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following: <ul style="list-style-type: none"> 1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting. 2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

	<p>3. During this meeting, the Architect shall:</p> <ul style="list-style-type: none"> a. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project. b. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project. c. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan. d. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
<p>I.3</p>	<p>Initial Site Visits meetings and site reviews as required without limitation to correctly inventory and identify all pertinent elements of the existing site and buildings for consideration as a part of the Project.</p> <p>Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.</p>
<p>I.4</p>	<p>Meetings During Architectural Program</p> <ul style="list-style-type: none"> a. Architect shall participate in one public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction. b. Architect shall conduct one site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project. c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

Exhibit F17-08

Proposal for Architectural Planning / Design Service



Bond Measure "D"
Modernization of
Woodrow Wilson
Elementary School
Pre-design & Site
Master Planning



West Contra Costa Unified School District

INTERACTIVE
RESOURCES
Architects & Engineers

Submitted to:
Mr. Bill Fay
Associate Superintendent for Operations
West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94804

INTERACTIVE

R E S O U R C E S

April 22, 2010

Architecture

Engineering

Planning

Mr. Bill Fay

Associate Superintendent for Operations
West Contra Costa Unified School District

1108 Bissell Avenue
Richmond, CA 94804

117 Park Place

Richmond, California

94801

510.236.7435

Fax 510.232.5325

www.intres.com

**Subject: Proposal for Architectural Planning/Design Services – Bond Measure “D”
Modernization of Woodrow Wilson Elementary School – Pre-design and Site
Master Planning**

Dear Mr. Fay,

Interactive Resources, along with our project team, is pleased to present the following proposal for professional services to the West Contra Costa Unified School District. The replacement of Woodrow Wilson Elementary School will require a design team that brings efficiency, expediency and a thorough understanding of your requirements to the table. We are committed to meeting all of these needs, on schedule and within budget. Our project team has extensive experience in doing just that for a variety of educational clients, including three elementary schools in WCCUSD under measures M and J.

Interactive Resources has the ability to meet the unique challenges specific to the modernization and replacement of elementary school projects. Through our experience, we know these schools must provide a safe and nurturing environment that promotes the physical, social, emotional, cognitive and creative development of young children, while responding to the needs of families and the community it will serve. Our project team is particularly well-suited to perform the services as requested because:

- For over 20 years, Interactive Resources has provided professional services to school districts in four local counties. Projects include developing new accessible site plans, programming, seismic analysis and retrofit designs, solar and roof replacement, remodeling and modernization projects.
- Interactive Resources combines disciplines of both architecture and structural engineering with an unparalleled expertise in solar, accessibility, roof replacement, and building envelope diagnosis and repair. We will work together side-by-side with our subconsultants to enhance project coordination.
- LEED® Accredited Professionals will be working in all major disciplines on your project to ensure it meets the highest standards of sustainable design.
- We have a strong and dedicated project team including many consultants who have worked with us on recent elementary modernization projects for WCCUSD.
- We are well-versed in CHPS criteria and best practices and have recent experience on similar projects.
- I attended Woodrow Wilson Elementary School for 5th and 6th grade and I am personally very familiar with the neighborhood and the school.

Mr. Bill Fay
Associate Superintendent for Operations
West Contra Costa Unified School District
Page 2

Interactive Resources has provided architecture and engineering services and established long-term relationships with public, private and institutional clients for more than 35 years. Our exceptional body of work, along with our strict adherence to schedules and budgets, will bring value to this project and help ensure that it is a success.

Our team is enthusiastic about the opportunity to work with the West Contra Costa Unified School District and we strongly believe in our ability to provide exemplary services to all of your projects. Please do not hesitate to contact me at (510) 236-7435 for any additional information.

Best Regards,



Andrew M. Butt, AIA, LEED® AP
Principal and Project Manager

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Overview of Firm

Section 1

Company Name:	Interactive Resources, Inc.
Location of Office:	117 Park Place, Point Richmond, CA 94801
Phone:	(510) 236-7435 / Fax: (510) 232-5325 / www.intres.com
Contact:	Thomas Butt, FAIA, LEED AP, Principal-in-Charge/President tom.butt@intres.com
Federal Tax ID Number:	94-2223210 / CA Corporation
License or Registration No.:	California Licensed Architect # CA 7389
Senior Officials:	Thomas Butt, FAIA, LEED® AP / 36 years at Interactive Resources Charles Beavers, AIA, LEED® AP / 34 years at Interactive Resources

History of the Firm: Interactive Resources is an award-winning architecture, engineering and planning firm founded in 1973. Our goal has been to integrate several design professions under one roof in order to promote more innovative solutions to design and construction problems. Today, the firm's in-house staff includes architects, structural engineers, supported by specialists in diagnostic, forensic and investigative services, roofing and waterproofing, building code analysis and compliance, historic preservation, computer drafting, accessibility, sustainable design and solar energy installation services. This combination of resources has given the firm a reputation for versatility and efficiency and enables the staff to effectively handle the full range of assignments that often arise under architecture and engineering services contracts.

One of our strengths is in team building, and we excel in extending our interactive skills to assembling, managing and coordinating carefully selected teams of specialists with the necessary experience and background on complex projects. Interactive Resources maintains in-house staff of 12 California licensed architects who are LEED certified professionals and we are also a member of the U.S. Green Building Council.

Interactive Resources has established positive ongoing long-term relationships with K-12 school and community college districts and has prepared designs for new buildings, additions, major renovations and repairs, accessibility upgrades and seismic improvements at campuses mainly in the Bay Area but also in other areas of California, including Bishop and Los Angeles. We are committed to the design of high quality state-of-the-art learning environments for K-12 schools, universities and college campuses. We are proud of our role in the promotion of our childrens' futures and are honored to contribute not only to the quality of their education but also to the quality of life in the surrounding communities.

Our educational experience includes:

- Master Planning
- Student services
- Administration
- Technology buildings
- Science centers
- Child development centers
- Kindergartens
- Multi-purpose centers
- Bookstores
- Computer media facilities
- Classrooms
- Lecture rooms
- Physical education facilities
- Sports fields
- Solar photovoltaic systems
- Modular buildings
- Maintenance & operations facilities
- ADA upgrades
- Seismic upgrades

We have decades of experience as a full-service architectural and engineering firm for hundreds of K-12 and community college projects requiring DSA review. Equally important, we have unprecedented experience in solar photovoltaic applications, including K-12 and community college projects, for over a hundred projects totaling over 50 megawatts.

Overview of Firm

Section 1

Interactive Resources was recently awarded a contract by the National Renewable Energy Laboratory (NREL) to provide solar feasibility studies for 82 California K-12 schools. Interactive Resources will provide structural engineering services in the evaluation of up to 82 sites for the application of photovoltaic arrays. All of the sites are to be existing school facilities located within California.

We work closely with DSA during design to insure that our projects are compliant with DSA requirements and that no surprises occur during final DSA review. We have decades of experience working with DSA, Office of Public School Construction (OPSC) and other state agencies with jurisdiction over public school projects. We have successfully navigated DSA hundreds of times and have an excellent working relationship with DSA staff. We always remain flexible and willing to respond to the needs of our clients and make the extra effort to assist them in meeting their goals to deliver quality services to students and the public. In one project, we took a 29,000 sq. ft., \$5 million modernization project through an emergency DSA review in a single day – a California record we are told. We always remain flexible and willing to respond to the needs of our clients and make the extra effort to assist them in meeting their goals to deliver quality services to students and the public.

Interactive Resources has extensive recent experience in energy efficiency projects, including dozens of projects for the Federal GSA funded through ARRA, many of which require LEED certification, and for K-12 schools using OPSC funding, California Solar Initiative funding and PG&E Energy by Design. Our firm completed one of the first successful DSA High Performance Initiative applications in California through DSA.

Energy Efficiency

Interactive Resources has extensive recent experience in energy efficiency projects, including dozens of projects for the Federal GSA funded through ARRA, many of which require LEED certification, and for K-12 schools using OPSC funding, California Solar Initiative funding and PG&E Energy by Design. Our firm completed one of the first successful DSA High Performance Initiative applications in California through DSA.

Interactive Resources has a vast amount of experience in solar photovoltaic applications, mainly in California and has participated in the design of over a hundred and fifty projects in a dozen states and several foreign countries totaling over 30 megawatts of solar power, including several school projects requiring DSA approval.

Interactive Resources has completed a large number of K-12 projects: including architectural design; accessibility improvements; energy assessments; structural engineering and investigation and repair services; under the regulations established by the Field Act.

Master Planning

Interactive Resources offers Facilities Master Planning services for public and private clients. As part of these studies, the firm provides computer generated drawings of existing facilities, an inventory database, furniture and finish standards, and alternative facility reorganization plans. Extensive client interviews determine current and future space needs. Complete details of all interviews and recommendations involved in planning are included in a report, which also contains cost estimates for individual and department components and recommendations for prioritizing and phasing implementations of the Master Plan.

The firm has completed facilities master plans for the U.S. General Services Administration, City of Richmond, the Marin County Woodacre Fire Facility, and the City of Martinez.

Architects and planners at Interactive Resources have also developed master plan studies for numerous campuses, including Diablo Valley College, Contra Costa College, Chabot College, Las Positas College, and Los Medanos College.

Overview of Firm

Section 1

Some of our Master Planning experience includes:

- Benicia Historic Triangle Master Plan, Benicia, CA
- Beringer Vineyards Master Plan, Napa Valley, CA
- Richmond Corporation Yard Master Plan, Richmond, CA
- City Of Richmond Facility Master Plans, Richmond, CA
- Marina Bay North Shore Land Use Master Plan, Richmond, CA
- Seacliff Marina Commercial Complex Master Plan, Richmond, CA
- Contra Costa County Corporation Yard Public Works Corporation Yard And General Services Corporation Yard Facility Master Plans, Martinez, CA
- City Of Martinez Civic Center & Corporation Yard Master Plan, Martinez, CA
- Diablo Valley Community College, Pleasant Hill, CA
- Contra Costa Community College, San Pablo, CA
- Contra Costa Campus South, San Pablo, CA
- Chabot Community College, Hayward, CA
- Los Medanos Community College, Pittsburg, CA
- Las Positas Community College, Livermore, CA
- General Services Administration, Building Engineering Reports, Western U.S.
- General Services Administration, Prospectus Development Studies, Western U.S.
- General Services Administration, USGS Feasibility Study / Master Plan, Menlo Park, CA
- General Services Administration, Courthouse Master Planning, Sacramento, CA

Since 1973, Interactive Resources has provided professional services with a full service approach that emphasizes meeting all of our clients' needs, from initial project planning and design through construction and beyond. Our Services include the following:

- Architectural Design
- Programming & Value Engineering
- Civil Engineering
- Design Review
- Structural Engineering
- Seismic Analysis & Retrofits
- Sustainable Design
- Accessibility
- Surveys for ADA/Title 24 Compliance
- Cost Estimating
- Historic Rehabilitation & Restoration
- Architectural Lighting
- Space Planning
- Construction Administration

Overview of Firm

Section 1

- Building Reviews & Assessments
- Feasibility Studies
- Site Master Planning
- Facilities Master Planning
- Technical Specifications & Construction Documents
- Procurement Methodology
- Entitlement Processing
- As-built / Existing Conditions Survey
- Remodel / Rehabilitations/Expansions
- Retrofit & Facility Upgrades
- Multi-Discipline Consultant Coordination
- Project Management
- Roof Designs & Repairs
- Solar Photovoltaic

Post-Construction

- Accessibility Surveys & Improvements
- Building Evaluations
- Diagnostic & Forensic Architecture & Engineering
- Expert Witness Services
- Water Infiltration Testing and Repair

Proposed Project Design Team

Interactive Resources has assembled a project design team integrating the talents of an interactive and diversified group of highly specialized, experienced and technically proficient architects, engineers and consultants. The result is a balanced and flexible team assuring thorough professional services, creativity in design and the capability to carry out this project to a successful completion. To ensure that the District receives the expertise necessary for the modernization and renovation of its existing schools, we have selected consultants who have recent and past experience with the design of modernization and renovation of educational facilities.

- **Interactive Resources** – architectural design, planning and structural engineering
- **Winzler & Kelly** – mechanical, electrical, civil engineering and Hazardous materials.
- **Vallier Design Associates** – architectural landscaping

Overview of Firm

Section 1

Winzler & Kelly – Electrical Engineering

Winzler & Kelly has served the multi-discipline engineering needs of their architectural, commercial, industrial, municipal, college and university clients throughout California and around the Pacific Rim. They are an Engineering News Record Top 500 Design firm. Winzler & Kelly has a planning and design staff of over 300 professionals, whose focus is primarily based on solving our clients' engineering project needs. Winzler & Kelly's staff includes all the technical disciplines required for complex infrastructure projects including civil, utility, structural, mechanical, electrical, and environmental engineering as well as industrial hygiene, environmental sciences and surveying. Winzler & Kelly was established in 1951 in Eureka, CA. Today, we operate from offices throughout California and the Pacific Rim, with our largest operations located in Santa Rosa. Winzler & Kelly maintains two offices in Eureka totaling over 60 employees.

As a firm, they are proud of their long tradition of continued service to their clients. A majority of their work comes from repeat clients. This illustrates not only their technical experience, but also their willingness to listen and respond to individual client needs. Each of their project managers is an advocate for his or her client through the design, permitting, and construction process. Their goal, as a firm, is to tailor the best solution for a particular client and they are attentive to the fact that clients' needs and preferences vary.

Winzler & Kelly is unique in our ability to effectively and efficiently serve their clients by providing:

- Multi-discipline coordination of projects by providing in-house registered professional engineers in mechanical, electrical, plumbing, civil and structural disciplines
- A full understanding of project requirements through pre-design surveys of existing conditions and conducting interviews with all project stakeholders
- Designs with long-term reliability and ease of operation
- Full environmental assessment and monitoring of projects involving hazardous materials abatement

Their experience spans investigation, evaluation, analysis and design, repair, rehabilitation, upgrades and construction management for a wide variety of projects from historical buildings to continuously operating facilities. Their experience includes:

- | | |
|---------------------------------|----------------------------------|
| • HVAC Systems | • Building and Exterior Lighting |
| • Plumbing Systems | • ADA Compliance |
| • Fire Suppression Systems | • Building Remodels |
| • Chiller Plants | • Fire Alarm Systems |
| • Central Heating Plants | • Telecommunication |
| • Steam Distribution | • Industrial Hygiene |
| • Power Generation/Cogeneration | • Parking Lots & Decks |
| • Power Distribution | • Roads |
| • Reservoirs | • Sustainable Design |
| • Water Distribution | • LEED Certification |
| • Emergency Power | • System Startup & Commissioning |
| • Seismic Upgrades | |

Winzler & Kelly is a service company. They assist our clients in identifying their needs and provide responsive, resourceful and cost-effective solutions for their routine and most difficult problems.

Overview of Firm

Section 1

Vallier Design Associates is a design firm based in Point Richmond, California. The firm was founded in 1994 on the belief that successful projects are a result of strong interaction between clients and designers, creativity, and attention to detail.

At Vallier, they strive for design solutions that are an attractive and responsive synthesis of the client's program and the functional and economic influences affecting each project. They work with clients and agencies to shape environments with integrity and substance.

Vallier Design Associates' mission is to create, develop and deliver quality products that meet the needs of a diverse client base and to address every project in a professionally responsible manner. The firm's hallmark, exceptional service, is achieved by always being customer-conscious, cost-conscious, and control-conscious.

Vallier Design Associates' strategy can be characterized as 'building on the basics,' where the basics consist of straightforward planning and design with an emphasis on thoughtful detail. Focus on these basics is provided by a superior group of professionals who seek to deliver an unsurpassed level of service to our clients.

Beyond the basics they deliver quality products in a dynamic and creative manner. Today's changing business climate makes it important to remain flexible in approach and to respond quickly and creatively to change.

They seek comprehensive relationships with their clients, expanding the role of consultant to include involvement in and advocacy for all elements of a project. They build on our core services to assist in the realization of complete environments.

Vallier Design Associates practice encompasses all aspects of landscape architecture, planning and design. Services include:

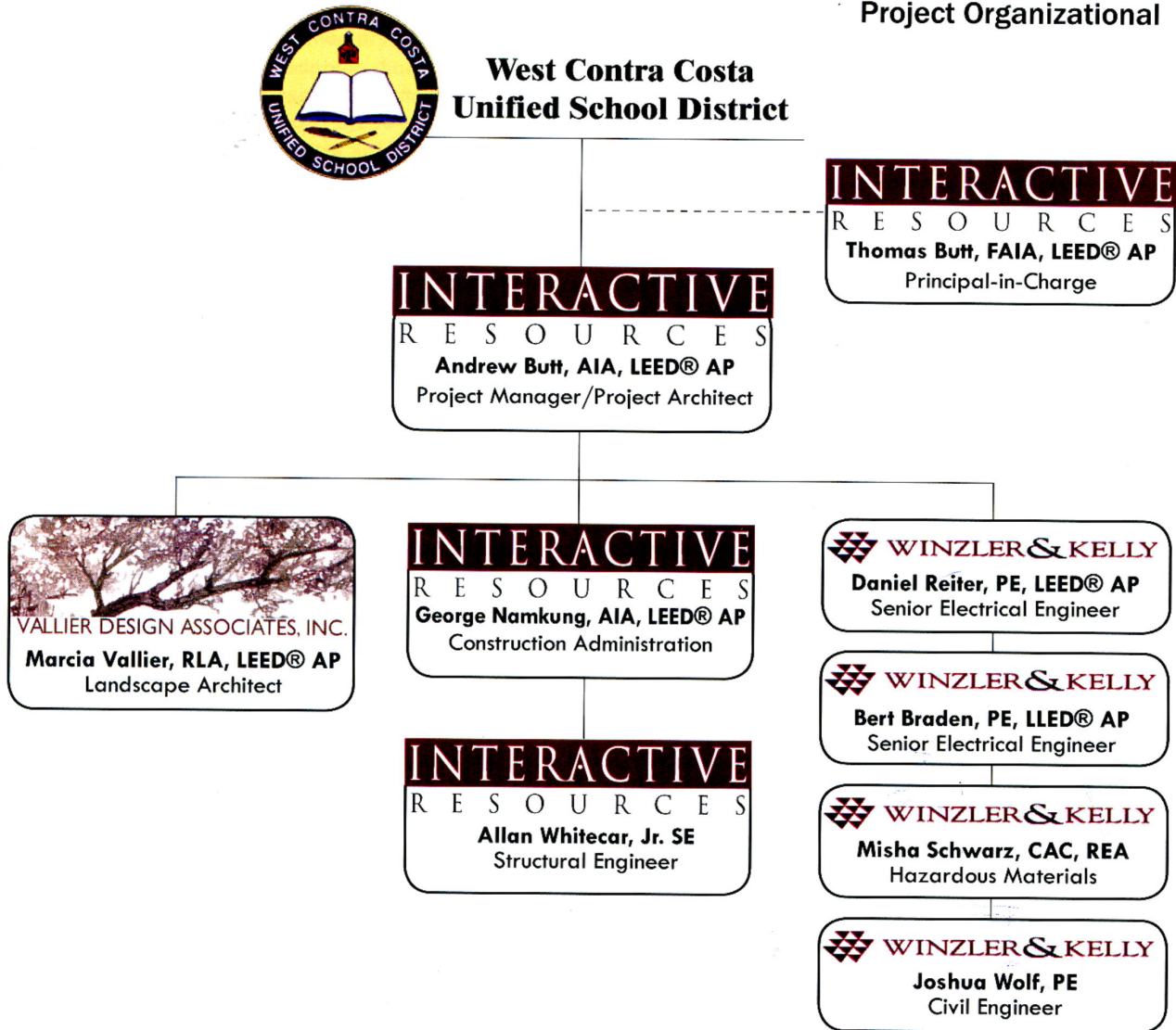
- Project design development, construction documentation and administration
- Site and resource planning
- Urban design and design guidelines
- Public workshop facilitation
- Visual simulation, visual impact assessment and mitigation planning
- Environmental education program development and implementation
- Communication materials, packages and strategies
- Signage system design, development and production coordination

Project Team

Section 2

The Project Team assembled by Interactive Resources to collaborate in the development of the Woodrow Wilson Elementary School’s Master Plan and Conceptual Design has extensive experience in the planning and design of K-12 school facilities. Key personnel assigned to this project have successfully demonstrated the leadership and design capabilities necessary to meet functional, technical, economic and aesthetic requirements for the project. Architects and engineers at Interactive Resources have successfully planned, renovated and designed dozens of educational buildings for elementary schools, community colleges and universities. Our in-house staff has been augmented with experienced consultants with whom we have well-established teaming relationships. Our project team offers an impressive breadth of experience to address any needs that arise under this contract. Our project team is responsive, resourceful, and conscientious about schedules and budget limitations. We are confident that project continuity and coordination will be easily achieved. Interactive Resources will serve as the prime architect responsible for managing and leading the architectural and engineering design effort, and will coordinate the project team. We have appointed three of our firm’s principals to work on this project. Interactive Resources will also provide structural engineering services if required.

Project Organizational



Project Team

Section 2

Thomas K. Butt, FAIA, LEED® AP – Principal-in-Charge

Tom has more than 40 years of experience with the design of institutional, residential, commercial and public buildings. He serves as Principal-in-Charge of many of the firm's major projects involving new and rehabilitated buildings, urban planning and design, historic preservation, energy conservation and alternative energy applications for buildings, and forensic and diagnostic architecture. Tom has served as Principal in Charge and/or Project Manager of more than 60 community college and university projects over the last decade.

Education / Registration

- Master of Architecture, Urban Design, University of California, Los Angeles, 1973
- Bachelor of Architecture and Bachelor of Arts, University of Arkansas, 1968
- Licensed Architect (California, Arkansas, and Nevada)
- Certification, National Council of Architectural Registration Boards
- Licensed General Contractor, California #290922

Project Experience**The Washington Elementary School Modernization, Richmond, CA**

Tom served as principal-in-charge on this project. Interactive Resources provided comprehensive architectural and engineering services for this project, which included the addition of a new cafeteria, a new 4,800 sq. ft. kindergarten and a 8,200 sq. ft. administration building, which will replace existing portables on the site. Modernization measures included a full interior remodel, the replacement of mechanical, electrical, and data systems, new accessible toilet rooms and new perimeter landscaping. Letter of compliance was received from the Division of the State Architect.

Stewart School Modernization, Pinole, CA

Tom served as principal-in-charge for the modernization of this 40-year-old elementary school project. The project called for a major renovation and systems upgrade for the 33,000 sq. ft. facility, as well as a new 7,400 sq. ft. classroom wing. Modernization measures included a full interior remodel, the replacement of mechanical, electrical, and data systems, new roofing, a new kitchen and new toilet rooms. Exterior improvements included the addition of a gathering/lunch area with shade structure, foundation plantings, landscaped courtyards, play equipment, new game striping, a turf sports field, and a new kindergarten play yard with renovated play structures. Letter of compliance was received from the Division of the State Architect.

Nystrom Elementary School Modernization, Richmond, CA

Tom is serving as Principal-in-Charge for the project. Interactive Resources is providing architectural design services for the modernization and expansion of the historic Nystrom Elementary School for the West Contra Costa Unified School District. The school is being designed to meet all the criteria of the Collaborative for High Performance Schools program, and will feature integrated photovoltaic solar panels on the roof of the new building.

Contra Costa College – Early Learning Center

Tom served as principal-in-charge for the new one-story, 14,500 sq. ft. Early Learning Center. Interactive Resources provided comprehensive architecture and engineering services for the Center. Child-sized toilet rooms, interior and exterior play areas, crib and sleep areas, children's storage, diaper changing and dressing areas, wash and prep areas; baby bottle and food storage, and auxiliary support spaces are provided. The facility also has classrooms and a lab, outdoor play areas, basketball court, outside sinks and an exterior canopy to provide protection from the weather. Letter of compliance was received from the Division of the State Architect.

Los Medanos College – Child Study Center Addition

Tom served as principal-in-charge for this project. Interactive Resources provided comprehensive architectural and engineering services for this 15,000 sq. ft. childcare center for Contra Costa Community College District. The Center features comfortable child-scale spaces, utilizing windows, lighting fixtures and room finishes to create a residential atmosphere for the emotional comfort of the children. The design maximizes natural sunlight into the classrooms, streamlines drop-off and pickup of the children, includes security measures, and provides easy access to exterior play areas.

Project Team

Section 2

Andrew M. Butt, AIA, LEED® AP – Project Manager / Project Architect

Andrew Butt will serve as Project Manager for the West Contra Costa Unified School District's Woodrow Wilson Elementary School projects. His experience includes the design of educational, commercial, industrial, residential and institutional projects, conducting detailed surveys for compliance with ADA and California Title 24, constructing architectural models, preparing design and construction documents using various CAD software, space planning analysis, office landscape planning, forensic architecture, and building failure investigation and repair. A LEED®-Accredited Professional, Andrew will recommend any green building opportunities that arise during the lifetime of a project. Andrew is a licensed architect in the state of California. He received his Bachelor of Architecture from the University of Arkansas, Fayetteville.

Education / Registration

- Bachelor of Architecture, University of Arkansas, Fayetteville, 1997
- Licensed Architect, California #29669
- LEED® Accredited Professional

Nystrom Elementary School Modernization, Richmond, CA

Andrew is the project manager for the project and is providing architectural design services for the modernization and expansion of the historic Nystrom Elementary School for the West Contra Costa Unified School District. The school is being designed to meet all the criteria of the Collaborative for High Performance Schools program, and will feature integrated photovoltaic solar panels on the roof of the new building.

West Contra Costa Unified School District

Andrew served as project manager on 10 Measure M Quick Start projects to upgrade accessibility and mechanical systems. He worked on design and construction documents for Stewart School and Washington Elementary School modernizations. Letter of compliance was received from the Division of the State Architect.

College of San Mateo, San Mateo, CA

Andrew served as project manager for accessibility upgrade project involving multiple buildings on the College of San Mateo campus. The project included the design for new accessible toilet rooms, elevator and platform lifts, as well as accessibility upgrades. Letter of compliance was received from the Division of the State Architect.

Contra Costa College, Student Services Building Remodel and Expansion, San Pablo, CA

Andrew provided architectural design services for a new 29,000 SF Student Services Building. The building will serve as part of the new gateway to the college, and will bring a fresh new aesthetic to the campus' mid-century architecture. Sustainable design measures include: landscape design to reduce heat island effect by minimizing paved areas, use of light colored paving and porous brick paving instead of asphalt, and utilizing drought tolerant plants. Utilization of PG&E Savings by Design program, which offers monetary incentives for exceeding Title-24 energy requirements by 20%. Letter of compliance was received from the Division of the State Architect.

Los Medanos College, Child Study Center Addition, Pittsburg, CA

Andrew produced schematic design drawings and model for 15,000 sq. ft. childcare center for Contra Costa Community College District. The Center features comfortable child-scale spaces, utilizing windows, lighting fixtures, and room finishes to create a residential atmosphere for the emotional comfort of the children. Each classroom has its own toilet room with child-sized fixtures, low sinks and counters, crib or nap rooms and cubby areas. The design maximizes natural sunlight into the classrooms, streamlines drop-off and pickup of the children, includes security measures, and provides easy access to exterior play areas. Letter of compliance was received from the Division of the State Architect.

Stanford University, Palo Alto, CA

Andrew participated in survey of more than 75 buildings on the Stanford University campus as part of a comprehensive accessibility survey for ADA/Title 24 compliance. Letter of compliance was received from the Division of the State Architect.

Project Team

Section 2

George Y. Namkung, AIA, LEED® AP – Construction Administrator

George Namkung will serve as Construction Administrator on this project. He has more than 25 years of experience working on a variety of educational projects, including child care centers, K-12 schools and community colleges. These projects have covered a variety of services, from new design and major renovations to asbestos abatement, path of travel remediation and other repairs and improvements. He is extremely skilled at coordinating all parties involved in a project, maintaining the project's progress, and completing the project on time and within the budget. He gets involved with all aspects of the projects and he manages and designs, carrying them from conception to completion. At Interactive Resources, he specializes in managing and designing educational projects. He has done barrier removal, renovation, new design, code analysis, construction administration and surveying work for numerous schools and universities in the San Francisco Bay Area.

Education / Registration

- Bachelor of Architecture, University of California, Berkeley, 1981
- Licensed Architect, California #24511

Nystrom Elementary School Modernization, Richmond, CA

George will provide construction administration services for this project. Interactive Resources is providing architectural design services for the modernization and expansion of the historic Nystrom Elementary School for the West Contra Costa Unified School District. The school is being designed to meet all the criteria of the Collaborative for High Performance Schools program, and will feature integrated photovoltaic solar panels on the roof of the new building.

West Contra Costa Unified School District

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Project Team

Section 2

Al Whitecar, SE – Structural Engineer

Al Whitecar will serve as Project Structural Engineer, and will be responsible for structural analysis and the structural evaluation of alternative futures. Al has over 30 years experience in structural engineering and seismic design. He has been the design structural project engineer on many projects including new buildings and seismic retrofits. Al has extensive knowledge of earthquake engineering and performance based design. He has provided clients with state-of-the-art seismic resisting systems. Al holds a Bachelor of Science in Architectural Engineering from California Polytechnic State University. He is a licensed structural and civil engineer in California.

Education / Registration

- Bachelor of Science, Architectural Engineering, California Polytechnic State University, 1975
- Licensed Structural Engineer, California #S2692
- Licensed Civil Engineer, California #C29823

Nystrom Elementary School Modernization, Richmond, CA

Al is providing structural engineering services for the modernization and expansion of the historic Nystrom Elementary School for the West Contra Costa Unified School District. The school is being designed to meet all the criteria of the Collaborative for High Performance Schools program, and will feature integrated photovoltaic solar panels on the roof of the new building.

Humanities Building Seismic Upgrade and Remodel, Diablo Valley College, Pleasant Hill, CA

Al provided structural engineering services for the renovation and seismic upgrade of this 17,500 sq. ft., 40 year-old concrete tilt-up building. Significantly deficient out-of-plane anchorage, as well as lack of adequate collectors, diaphragm and cross-cord ties, made the building unlikely to survive a major earthquake. The project also included accessibility improvements, the installation of a new roof, new rubberized flooring for noise suppression, and new exterior and interior paint.

Stewart School, Modernization and Expansion, Pinole, CA

Al provided structural engineering services for the modernization of this 40-year-old elementary school project. The project called for a major renovation and systems upgrade for the 33,000 sq. ft. facility, as well as a new 7,400 sq. ft. classroom wing. Modernization measures included a full interior remodel, the replacement of mechanical, electrical, and data systems, new roofing, a new kitchen and new toilet rooms. Exterior improvements included the addition of a gathering/lunch area with shade structure, foundation plantings, landscaped courtyards, play equipment, new game striping, a turf sports field, and a new kindergarten play yard with renovated play structures.

Washington Elementary School Modernization, Richmond, CA

Al provided structural engineering services for this project. This \$8 million project included the addition of a new cafeteria, a new 4,800 sq. ft. kindergarten and a 8,200 sq. ft. administration building, which will replace existing portables on the site. Modernization measures included a full interior remodel, the replacement of mechanical, electrical, and data systems, new accessible toilet rooms and new perimeter landscaping.

PG&E San Ramon Valley Conference Center

Al provided structural engineering services for this project. The project included the design of a new ceiling in the conference center meeting room to accommodate new lighting. The project consisted of an existing ceiling with open grid. The sound quality was dead the lighting was poor. Interactive Resources made improvements with ceiling pods that allowed the existing mechanical system to work.

Kelseyville Junior High School, Kelseyville, CA

Al was the project engineer on multi-building elementary school. The school consisted of multi classroom buildings and a gym.

Albert Biella Elementary School, Santa Rosa, CA

Al was the project engineer on multi-building elementary school. The school consisted of multi classroom buildings.

Project Team

Section 2

Daniel Reiter, PE, LEED® AP – Senior Mechanical Engineer

Mr. Reiter serves as Winzler & Kelly's Senior Mechanical Engineer and Project Manager for building support systems, including HVAC, plumbing, fire detection and fire suppression. His experience includes mechanical systems for new construction as well as building modifications, additions, retrofits and tenant improvements.

Education

- B.S./1983/Environmental Engineering/California Polytechnic State University/San Luis Obispo/CA
- 1996/Certified Plumbing Engineer

Professional Registration

- Mechanical/CA/#25091 AL/AZ/CO/HI/ NM/OR/TX/UT/WA/Guam/CNMI
- Construction Documents Technologist (CSI)

Project Experience

Two Rock Elementary School Modernization, Petaluma, CA. Design and upgrade of the electrical power, HVAC and Fire detection and alarm system. The school modernization project included roof restoration, gas heating and electric cooling for each classrooms, replacement of the main electrical switchboard and complete replacement of the fire detection and alarm system.

Muir Middle School Boiler Replacement and Kitchen Modernization, San Leandro, CA. Provided analysis of existing system all the way through reviewing original system plans and integrating changes found in a school walk through. Created a report including replacement boiler recommendations and a budget cost estimate for the installation of two 1.6 million Btu, gas-fired boilers to replace two failed boilers. The new system was reviewed for its qualification for a PG&E rebate program.

New Academic Wing, San Leandro High School, San Leandro, CA. Project manager for a new 45,000-square foot high school wing. Classrooms included 14 laboratories, special education suite, commercial kitchen and general classrooms. HVAC systems were hot and chilled water for coil systems with economizer cycles, fume hood exhaust, kitchen ventilation and DDC controls.

Piedmont Middle School, Piedmont, CA. Mechanical engineer for HVAC and plumbing design of a new science building with classrooms and multi-use rooms.

New Academic Wing and Kitchen Modernization, San Leandro High School, San Leandro, CA. New 45,000-square foot high school wing. Classrooms included 14 laboratories, special education suite, commercial kitchen modernization and general classrooms.

University of California, San Francisco, CA. Mechanical engineer for remodeling of a medical research building laboratory; systems included HVAC, plumbing, steam heating and bio-hoods.

University of California, San Francisco, CA. Mechanical engineer for seismic upgrade of 47 fans in the medical sciences building.

Escondido Village Heating Upgrade, Stanford, CA. Designed and specified hydronic heating distribution systems to replace existing radiant slab heating in 426 University-owned apartments. This project involved field surveys of existing apartments, heat load calculations, routing and sizing distribution piping and convectors, and development of contract drawings and specifications for permit and bid.

Quillen and Blackwelder High-Rise Dormitory Renovation, Stanford University. Project Manager for the student housing services. This project encompassed mechanical, electrical, and plumbing design relative to seismic upgrades at the Quillen and Blackwelder Houses, two high-rise dormitories on the Stanford Campus. The mechanical design involved heating and ventilation changes in renovated common areas and utility areas.

Project Team

Section 2

Bert Braden, PE, LLED® AP – Senior Electrical Engineer

Bert is a senior electrical engineer for facilities services which includes all aspects of electrical design for buildings, sites, campuses, and production environments. His repertoire includes design of power distribution; emergency power systems; interior & exterior lighting; fire alarm systems; data network & telecommunications distribution; public address, intercom, & sound reinforcement systems; Title-24 lighting efficiency & lighting control measures; and various signal and control systems.

Education / Registration

- San Joaquin Delta Community College, 1980-82
- University of the Pacific, 1986-87
- Fiber Optic Design, Installation and Testing Certification, 1996
- State of CA Professional Engineer, Electrical No. E-13840
- Licensed Private Pilot, Airplane Single Engine Land

Project Experience

Telecom Upgrades at Five Schools, Santa Rosa City Schools, Santa Rosa, CA. The project consisted of studies, cost estimating, design and engineering for telecommunications upgrades at five elementary and middle schools. It included infrastructure design of pathways, wiring closets, mdf and idf racks, backbone and horizontal cabling, and fiber optic distribution.

Santa Rosa City Schools – District Kitchen, Santa Rosa, CA. Electrical Engineer for a 12,000 SF central commercial kitchen which included high speed food processing and packaging equipment, drive-in commercial coolers and freezers, and quality control facilities. The design included power distribution, lighting design, and Title-24 mandatory lighting controls.

Telephone and PA Systems, Napa Valley Unified School District, Napa, CA. The project consisted of design and engineering for combination telephone/public address communication systems at five elementary schools including infrastructure cabling, station instruments, and central equipment.

Windsor Creek Elementary School, Modernization, Windsor, CA. Engineering of campus power distribution systems. Lighting design for classroom, computer, and multi-use environments, fire alarm system design including complete submittal packages, local area network (lan) and telecommunication infrastructure design, signal systems design including clock, bell, public address and intercom, catv system design, broadband distribution and local program origination, theatrical lighting and sound reinforcement systems.

Eureka City Schools, Modernization at Three Elementary Schools, Eureka, CA. Engineering of campus power distribution systems. Lighting design for classroom, computer, and multi-use environments, fire alarm system design including complete submittal packages, local area network (lan) and telecommunication infrastructure design, signal systems design including clock, bell, public address and intercom, catv system design, broadband distribution and local program origination, theatrical lighting and sound reinforcement systems.

Cook Middle School, Modernization, Santa Rosa, CA. Engineering of campus power distribution systems. Lighting design for classroom, computer, and multi-use environments, fire alarm system design including complete submittal packages, local area network (lan) and telecommunication infrastructure design, signal systems design including clock, bell, public address and intercom, catv system design, broadband distribution and local program origination, theatrical lighting and sound reinforcement systems.

Tomales Elementary School, Modernization, Axia Architects, Tomales, CA. Engineering of campus power distribution systems. Lighting design for classroom, computer, and multi-use environments, fire alarm system design including complete submittal packages, local area network (lan) and telecommunication infrastructure design, signal systems design including clock, bell, public address and intercom, catv system design, broadband distribution and local program origination, theatrical lighting and sound reinforcement systems.

Joshua Wolf, PE – Civil Engineer

Mr. Wolf is a Professional Civil Engineer with over six years experience in civil engineering including the planning, design and construction of site design, land development, water resources, and transportation projects. His experience includes preparation of design drawings, specifications and construction costing. He also has extensive experience with the design of sanitary sewer, potable water, recycled water and storm drainage facilities including the use of low impact development (LID) techniques for stormwater treatment (vegetative bioswales, bioretention, water quality basins and infiltration galleries). As a native of Humboldt County, Mr. Wolf has work on numerous site design projects in the area.

Education

- B.S., 2003 Environmental Resource Engineering, Humboldt State University

Professional Registration

- Civil/CA No. C70358, Civil/OR No. 80613PE

Project Experience

Oregon Trail Elementary School, North Clackamas School District, Happy Valley, OR. Engineer responsible for civil site design of green field 25 acre site for a new elementary School. Responsibilities included preparation of construction improvement plans including site demolition, site layout, grading, utilities and erosion control. Improvements included parking stalls, wet utilities, stormwater detention basin and bioswales, fire lanes, and private access roads.

Silverton High School Additions & Site Improvements, Silver Falls School District, Silverton, OR. Engineer responsible for civil site design of 25 million dollars improvement and site upgrade project for Silver Falls School District. Responsibilities included preparation of construction improvement plans including site demolition, site layout, grading, utilities and erosion control. Improvements included 240 new parking stalls, wet utilities and stormwater bioswales.

Happy Valley New Elementary School #2, North Clackamas School District, Happy Valley, OR. Engineer responsible for civil site design of green field 10 acre site for new 600 student elementary School. Responsibilities included preparation of construction improvement plans including site demolition, site layout, grading, utilities and erosion control, as well as cost estimates and specifications. Improvements included parking stalls, wet utilities, stormwater detention basin and bioswales, fire lanes, and a private access road.

College Creek Student Housing, Humboldt State University, Arcata, CA. Engineer responsible for civil site design of 8 acre redevelopment project which included student apartments, a student community center, an all-weather soccer field, and a support and maintenance building. Responsibilities included preparation of construction specifications and improvement plans including demolition, site layout, grading and utilities, and coordinating approval with the City of Arcata and University personnel. Improvements included the realignment of two University roads, a new fire access lane and new water, fire, sewer and drainage utilities including subsurface stormwater detention and treatment facilities.

Camas New West Elementary School, Camas School District, Camas, WA. Engineer responsible for civil design of green field 10 acre site was developed to support the construction of a new elementary school for Camas School District. Responsibilities included preparation of construction improvement plans including site demolition, site layout, grading, utilities and an extensive onsite erosion control plan to protect an adjacent wetland.

Trinidad Center Road Project, City of Trinidad, CA. Civil Engineer responsible for design of public roadway with adjacent parking to serve the City's new public museum, library and park. Responsibilities included preparation of construction specifications and improvement plans including demolition, site layout, grading and utilities, and coordinating approval with the City of Trinidad personnel. Improvements included a 160± two-way road, 11 parking stalls, curbs, gutters, and a vegetated bioswale designed to convey and treat stormwater runoff.

Project Team

Section 2

Misha Schwarz, CAC, REA – Hazardous Materials Consultant

Mr. Schwarz has participated in many asbestos and lead projects and has conducted numerous Phase I, II and III site assessment. Mr. Schwarz is a Certified Asbestos Consultant and a DHS Certified Inspector, Assessor and Monitor for lead with experience in asbestos and lead surveys, specification preparation, abatement contractor compliance, personal air sampling, clearance air sampling, clearance wipe sampling, and O&M plans. Mr. Schwarz is a certified Mold Remediator and has performed numerous Mold Investigations He is also a Registered Environmental REA II.

Education / Registration

- B.S., Natural Resource Planning
- Certified professional soil scientist by American Registry of Certified Professionals in Agronomy, Crops and Soils; certified asbestos consultant; registered environmental assessor I & II; registered Environmental Assessor II; 40-hour OSHA HAZWOPER; DHS inspector/assessor & monitor; certified mold remediator

Project Experience**Building Inspection and Abatement Oversight for Asbestos**

- Investigator for possible asbestos containing materials in commercial and residential buildings, for demolition and in-place management
 - Prepared specifications for over a dozen asbestos abatement projects
 - College of the Redwoods
 - Humboldt State University (several buildings)
 - General Hospital
 - Northern Humboldt union High School District (Arcata High School)
 - Humboldt State Infrastructure Project
 - Hydesville Elementary School
 - Pacific Union School
 - Simpson deconstruction project
 - Arcata School District
- Conducted contractor compliance and air clearance testing for many asbestos abatement projects
 - College of the Redwoods
 - Humboldt State University
 - General Hospital
 - Northern Humboldt Union High School District (Arcata High School)
 - Redwood Memorial Hospital
 - Humboldt County Office of Education (Glen Paul School)
 - Humboldt County Courthouse
 - Arcata School District
 - Humboldt County Office of Education

Prepared (as Principal Investigator or Major Contributor) Permit Applications, Initial Studies, Negative Declarations, and Environmental Impact Reports

- College of the Redwoods expansion in Mendocino County, CA
- Toxic Remediation Investigations and Phase I ESAs
 - Investigator for many Environmental Site Assessments for real estate transactions
 - Investigator for pentachlorophenol and tetrachlorophenol contamination for large sawmills and at a site suspected to be an abandoned smelter facility, Rio Dell, Arcata, Manila, Eureka
 - Assessments for many commercial facilities including a large mall, an abandoned creamery, an existing creamery, an abandoned K-Mart, a saw shop, a television station, a furniture refinishing shop, a dairy farm, a tallow factory, a 60-unit apartment complex, Eureka, Fernbridge, Ukiah, McKinleyville, Napa, Arcata

Project Team

Section 2

Marcia Vallier, RLA, LEED AP – Landscape Architect

Marcia D. Vallier has over 23 years of professional experience in the fields of landscape architecture and planning. Her areas of concentration include master planning and design guidelines, site design, community facilitation, construction documentation, project planning and management, all on a multitude of scales. Marcia's strength lies in her ability to understand the design of whole systems and to coordinate design decisions in all areas, from planting design to site details such as fixtures and colors. She has extensive experience in landscape, play area and recreational facilities design and renovation of K-12 educational campuses, college campuses and community parks and centers. She is thoroughly versed in the Americans with Disabilities Act accessibility regulations and the California High Performance Schools (CHPS) standards. In addition, she has recently received designation as a Leadership in Energy and Environmental Design (LEED) Accredited Professional.

Marcia was selected by the West Contra Costa Unified School District (WCCUSD) as the Master Landscape Architect for Bond Measures D and J, which included renovation of the District elementary, junior, middle and high schools. Renovation decisions are based on issues of aesthetics, safety, durability, and the creation of a final design that is sensitive to both the construction budget and the long-term maintenance costs of existing and renovated improvements. All sites were inventoried to provide the District with a facilities assessment on which to base renovation decisions. All designs were developed through a facilitated process that included District staff, faculty, parents, students and local government participants. Design elements included master landscape plans, irrigation, circulation and parking lot renovation, and recreation area design. Many of the District's schools are joint use sites and included working with the associated municipalities. The practical elements of the project are balanced with the need to provide quality learning environments for District students. All schools in the District now adhere to the standards of the California High Performance Schools (CHPS) dictates which define green build practices required for each site.

Education

Bachelor of Science, Landscape Architecture, 1985, Colorado State University, Fort Collins Master of Landscape Architecture, Urban Design, 1998, University of California, Berkeley

Registration

Landscape Architect, State of California #3293LEED Accredited Professional, U.S. Green Building Council

K-12 Education Campuses

- Harding Elementary School, El Cerrito, California
- Hercules Middle High School, Hercules, California
- Montalvin Manor Elementary School, San Pablo, California
- Stewart Elementary School, Pinole, California
- Washington Elementary School Play Yard and Educational Garden, Richmond, California
- Cypress Elementary School, Oakley, California
- Carpenter Elementary School, Oakley, California
- El Cerrito High School, El Cerrito, California
- Hanna Ranch Elementary School, Hercules, California
- Franklin Parent Nursery School, Berkeley, California
- Martin Luther King, Jr. Preschool, Berkeley, California
- Sir Francis Drake Elementary School, San Francisco, California
- Hillsborough South and West Elementary Schools, Hillsborough, California
- Pinole Valley High School Track and Field Renovation, Pinole, California
- Merrill West High School Track and Field Renovation, Tracy, California

Firm's Resources

Section 3

Our Philosophy Related to the Planning and Design of Modernization and Renovation Projects

Whether we are tasked with a single modernization project or several campuses simultaneously, Interactive Resources and our project team will bring to the task considerable resources and depth of experience and capabilities specific to the needs of the WCCUSD Woodrow Wilson Elementary School project. Our depth of knowledge and experience in tackling complex problems related to accessibility and building envelope upgrades in a K-12 environment will allow us to quickly and thoroughly address the modernization priorities in an efficient and expert manner.

Given the relatively tight schedules, and the complexity of addressing multiple sites at one time, in order to successfully and effectively address these projects, it will take a well-coordinated group of experts and consultants working together and meeting on a regular basis. We feel that we are unique in that we have a staff of in-house experts, all LEED Accredited Professionals, who bring substantial expertise and years of experience to addressing school roof design, accessibility design, window replacement, energy enhancements, and sustainable design. We also feel it is important to be able to bring the entire project team together when and as needed to meet to address issues as expeditiously as possible.

This is why we've put together a team of consultants who are in close proximity to the Willits Unified School District, and can be on site to address any situation that might come up on a moment's notice.

We also realize that the school community is invested and deeply involved with this effort, and we are well-versed in the need and practice of continued outreach and open dialogue with all the stakeholders from inception through project completion. More importantly, we understand that there is a fixed budget and established priorities that the District has established for these projects. Our highest priority will be to ensure that all items in the modernization scope of work are addressed in a way that meets the expectations of the District, the demands of the community and end-users, and the sustainability standards of the Collaborative for High Performance Schools, while ensuring budget and schedule are maintained.

Use of Sustainable Design

Interactive Resources has a long history of incorporating sustainable design measures into modernization projects. Sustainable design is about more than the longevity of a building—it also addresses the goal of conserving energy and other resources. Whenever possible, our designs incorporate green building techniques to reduce the amount of energy needed to operate a building, and we explore many green building options during the initial programming and design phases, such as the use of non-toxic, renewable and recycled materials, indoor air quality systems, and daylighting utilization.

We also consider the surrounding environment and communities affected by a project, and assess every aspect from noise control to the preservation of native plant and animal species. The Modernization of Washington Elementary School in Richmond included a variety of green design measures, including: landscape design to reduce heat island effect by minimizing paved areas and planting drought-tolerant native species around perimeter of all buildings; coordination and collaboration with parents and teachers to create a "Landscapes for Learning" environment on campus, promoting resource conservation, ecology, and green space; clerestory windows and skylights for daylight maximization; replacement of old incandescent fixtures with new, highly efficient lighting; replacement of old mechanical units with new, highly efficient units; and, installation of new low-e glazing and operable windows.

The design of the new Student Services Building at Contra Costa College includes green design measures such as: a single-ply "cool roof" to enhance energy efficiency and reduce heat island effect; incorporation of sunshades (louvers) above all southern exposed windows and deep overhangs at glazed entry areas, as well as roll-down shades at all glazed areas, and low-e insulated glazing; and utilizes recycled content and readily recyclable materials such as fly ash in the concrete, rubber flooring, gypsum wall boards, and carpet tiles.

Firm's Resources

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Under-floor air, data and power through the use of a raised access floor result in a reduced amount of energy required to heat and cool building. This approach also requires virtually no ductwork, and provides for maximum upgrade flexibility in the future.

The Collaborative for High Performance Schools (CHPS) aims to increase the energy efficiency of schools in California by marketing information, services, and incentive programs directly to school districts and designers. CHPS's goal is to facilitate the design of high performance schools: environments that are not only energy efficient, but also healthy, comfortable, well-lit, and containing the amenities needed for a quality education.

With the goal of providing a secure, comfortable environment, Interactive Resources considers a number of issues throughout the design process in all of our new construction and renovation education projects, including acoustics, indoor air quality, lighting design, materials usage, accessibility and security.

Wherever possible, we maximize natural daylight usage, and utilize life-cycle cost analyses to minimize long-term costs of maintaining mechanical and electrical systems. We explore options in using durable, nontoxic materials that are high in recycled content, and also easily recycled as well.

Nystrom Elementary School is the first of five recent modernization projects in the West Contra Costa Unified School District to have received an HPI (High Performance Incentive) rating from the Division of the State Architect, and will be one of the first schools in the district to be constructed under the districts' recently passed High Performance Schools resolution. The school has been designed to meet all the criteria of the Collaborative for High Performance Schools program, and has already been approved for the DSA High Performance Incentive (HPI).

We also have experience with the PG&E Savings by Design program for nonresidential new construction and renovation/remodel projects. The program promotes the efficient use of energy by offering up-front design assistance supported by financial incentives based on project performance. We are utilizing the PG&E Savings by Design program, which offers monetary incentives for exceeding title-24 energy requirements by 20% in the modernization of Nystrom Elementary School.

BIM and Energy Analysis

Quality sustainable design requires an understanding of how a building will perform after it's built, which in turn requires computer-based simulation software for rigorous building analysis. The advent of BIM (building information modeling) offers even greater opportunities for building analysis by pairing the analysis software and BIM for the seamless assessment of building performance. Interactive Resources has been using BIM in the design school projects for many years, and has become well versed in the benefits and potential for more detailed and accurate energy and daylighting modeling offered by this platform. We use Autodesk Revit, which also allows for material take-offs and rapid simulation and analysis of design alternatives in the early stages of the project development.

Approach to Cost Estimating Schedule Control, Cost Control & Quality Control

Interactive Resources is proud of our consistent record of accuracy in construction cost estimating. Cost estimates for almost all major and small projects are prepared in-house, by project managers who are familiar with the goals and objectives of the project, and with the materials and construction methods anticipated. Interactive Resources has an excellent record of cost management. Below is a table showing a few project examples with estimates, low bids and change order history. These projects typically included deduct alternates which could have brought them within budget, but the client decided to proceed with the full project scope.

Firm's Resources

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Change Order History Table

Project Name	Estimate	Bid	Change Orders (Architect)	Change Orders & (Unforseen)
Washington Elementary School	\$8,300,000	\$10,694,108	Architect 2.1%	Owner 20.1%
Stewart Elementary School	\$6,200,000	\$7,362,279	Architect 2%	Owner 16%
Contra Costa College Student Services Center	\$\$6,250,000	\$7,200,000	Architect .3%	Owner 1.5%

To ensure a successful project and meet our client's expectations, our design will develop a good team approach. At Interactive Resources, we take great pride in building team relationships among our client, our design team, a construction manager, if there is one, and the contractor. An obstacle to any construction project is a lack of communication among members of the project team. We make every effort to keep our client informed at each step of the process. This includes regular status update memos, frequent site visits, proactively involving ourselves in our client's challenges and issues and, most of all, taking a very aggressive approach to schedule, quality, and budget control. Issues of schedule, quality, and budget are of utmost importance to the successful completion of any of our projects, whether large or small.

We have found that if we take aggressive action on schedule control, cost control and quality control, the project has a high potential to be successful and meet our clients' expectations.

Once the schedule for the overall performance period has been established, we assign interim due dates for each phase. Allowances are made for client presentation, review, and approval time. The scope, complexity and specific resource requirements for each phase are then evaluated to determine the total man-hours required to accomplish the work.

Two control procedures are implemented: One is a time-sequenced, computerized data matrix indicating the description of work to be done, agencies with which to meet, criteria to be gathered, drawings to be obtained (as-builts, or other graphic information), consultants to be briefed and meetings with client and user. The second is an analysis showing the sequential phasing of personnel assigned to the project. These schedules are reviewed on a regular basis by the Principal and Project Manager to ensure compliance with target dates. In the event schedules are observed to be in potential jeopardy, timely corrective measures, including the assignment of additional manpower, are taken. At the completion of each phase, (conceptual design, schematic design, design development, etc.) we conduct a thorough review with the client to obtain approval and authorization to proceed with the succeeding phase. This review and approval sequence incorporates detailed documentation and review of any changes to scope, and therefore, the construction cost estimate.

At Interactive Resources, we feel that it is one of our primary duties and responsibilities to provide accurate and reliable construction cost estimating by performing this task as part of each of the basic phases of architectural design: programming, schematic design, design development and construction documents. At the conclusion of each phase, as standard practice, we recommend the inclusion of an estimate of construction cost. The estimate is then updated and refined. Peer Reviews are performed to provide our clients with the best quality and design. We take full responsibility and control of the estimating work.

One of the most important aspects in any construction project is cost. With tightened budgets in every corner of our market, true cost knowledge becomes critical. Identifying the scope on a project is the most critical element of cost. Scope goes far beyond the nuts and bolts of the project. Schedule, time of year, site conditions, phasing, bid market, even who the owner is, all have an impact to the scope of the project.

Firm's Resources

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Quality Control/Quality Assurance Program

Quality control reviews will be conducted at each phase of the design. The most important task at the beginning of the project is code analysis. Based on the program requirements and site constraints, we will perform an extensive review to ensure compliance with all applicable codes. Additionally, we arrange preliminary reviews with DSA as early as possible to resolve any potential problems that could arise later.

In-house peer reviews by a senior architect who is not working on the project will provide an objective critique at each stage of design. Additionally, in-house staff with special expertise in areas such as accessibility, building envelopes, and sustainable design will review discrete components of the project. Subconsultants will be expected to do the same.

Feedback from users is also essential to ensure conformance with the program. Detailed notes will be taken at all meetings and provided to users for review. No phase of our services will be undertaken without formal approval of the preceding phase and without authorization to go forward. At the conclusion of each phase, there will be no surprises or delays because agreement with and support of the design will have already evolved.

This approach, combining skilled professionals, a well thought-out plan and excellent communication skills, works extremely well. It applies to all planning, design, and construction phases, and allows us to:

- Ensure that we understand your goals and objectives before we try to meet them
- Ensure that no major factors are overlooked
- Utilize decisions made in one phase as parameters for those made in the next phase
- Avoid the constant re-design which occurs when new information is uncovered late in the design process

DSA Final Certification

We work closely with DSA during design to insure that our projects are compliant with DSA requirements and that no surprises occur during final DSA review. We have decades of experience working with DSA, OSPC and other state agencies with jurisdiction over public school projects. We have successfully navigated DSA hundreds of times and have an excellent working relationship with DSA staff. In one project, we took a 29,000 sq. ft., \$5 million modernization project through an emergency DSA review in a single day – a California record we are told. We always remain flexible and willing to respond to the needs of our clients and make the extra effort to assist them in meeting their goals to deliver quality services to students and the public.

Program Requirements & Conformance with Federal/State/Local Applicable Code Requirements

Compliance with both program requirements and applicable codes, while obvious, is an important and sometimes complicated goal that is critical to the success and timely delivery of a modernization project. This is why the design team must be well-informed about current code requirements, program requirements, and any potential issues relating to or complicating compliance.

Our first order of business when beginning a modernization project is to conduct a thorough code analysis and review program requirements in order to determine which codes are applicable, and how they might affect the project design.

We typically utilize a checklist, derived from the District program guidelines, which we use to verify at each stage of design, conformance to program guidelines. This process, along with a detailed code analysis ensures that the project conforms to all applicable codes and program requirements as it is developed.

In addition to these measures, we also typically seek a preliminary meeting with DSA and any local authority having jurisdiction as early in the project as possible to appraise them of the nature of the project and open a dialogue on issues that may be of concern, in order to aggressively get ahead of issues and find solutions before they can affect cost and schedule.

Firm's Resources**Section 3****Cost-Efficient Construction Administration**

Many construction failures and defects are a result of inadequate attention from the design architect or engineer during the construction phase. To combat this problem, Interactive Resources provides construction administration as part of our effort to maintain quality control, cost efficiency and to be responsive to our clients' concerns.

The construction phase brings all the pre-design, design, documentation, bidding, and negotiation work to fulfillment. Effective construction contract administration consists of a complex set of tasks requiring a high level of skill and attention from the architect and/or engineer. Most projects move very quickly once under construction; the architect or engineer must not only observe progress in the field but must also be responsive to the continuing flow of inquiries, submittals, and requests for changes and payments that characterize daily construction contract administration.

Our standard services during construction include:

- Attending pre-construction meetings with owner's representative and contractor
- Reviewing and responding to requests for information from contractor
- Reviewing shop drawings and submittals for compliance with project design intent
- Assisting owner in the processing of contract change orders, when appropriate
- Attending job site meetings with owner's representative and contractor during construction to monitor progress of work
- Attending site visits at substantial completion to review project and prepare a list of items to be completed or corrected (punch list)

Relevant Project Experience

Section 4

Nystrom Elementary School Modernization & Expansion, Richmond, CA

Interactive Resources has completed Master Planning, comprehensive design services and construction documents for the modernization and expansion of the historic Nystrom Elementary School for the West Contra Costa Unified School District. When completed, the project will include a complete modernization of the historic 2-story classroom building, originally constructed in 1942 to support the adjacent Kaiser shipyards as well as the construction of a brand new 13,000 sq. ft. state-of-the-art multi-use building, which will double as a community center for the Nystrom neighborhood. The entire campus is being renovated, reconstructed and redesigned as part of this project, including adjacent streets and sidewalks, an adjacent Class 1 regional trail, and all parking and play areas. Already completed as part of the project is a portable campus for an associated charter school and a temporary campus currently occupied by a charter high school, eventually to provide temporary housing during construction of the elementary school. The school has been designed to meet all the criteria of the Collaborative for High Performance Schools program, and has already been approved for the DSA High Performance Incentive (HPI). The roofs are designed to feature integrated photovoltaic solar panels. on the roof of the new building.



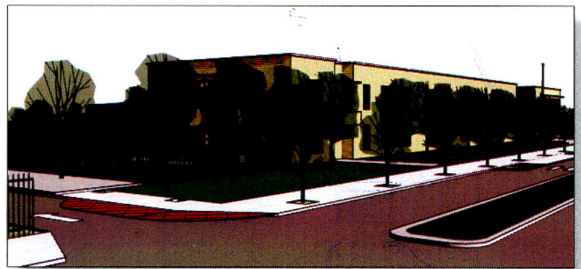
Significance of Project:

- It is the first of five recent modernization projects in the West Contra Costa Unified School District to have received an HPI (High Performance Incentive) rating from the Division of the State Architect, and will be one of the first schools in the district to be constructed under the districts' recently passed High Performance Schools resolution.
- It includes the complete renovation and modernization of a historic 2-story wood-framed structure, as well as the construction of a new, free-standing multi-use facility that doubles as a community center.
- It is the centerpiece of a major neighborhood revitalization effort, Nystrom Urban ReVitalization Effort (NURVE), that has included a joint planning process involving neighborhood groups, county representatives, City of Richmond redevelopment and parks, non-profit entities, and the National Park Service.
- It is the first elementary school in this district to have designed in solar PV from the start, and to include in depth analysis of integrating solar into the modernization project.
- In addition to being CHPS rated and HPI rated, this project is utilizing the PG&E Savings By Design program which provides design assistance and monetary incentives to the district and design team to help offset the costs of energy-efficient buildings.

Interactive Resources Role: Architect of Record and Structural Engineer of Record

Phased During School Occupancy: This project presenting some very complex phasing issues. Initially, the intent was that it would be constructed incrementally, in three separate phases, with the renovation of the historic classroom building undergoing modernization first, followed by the construction of the new multi-use building, and finally the remainder of site improvements as the final phase. This concept was ruled out after the district located a displaced charter high school in the portion of the school site that held the only viable place for a swing campus for the elementary school, and the entire phasing plan had to be rethought.

In the end the project was divided into two entirely separate projects, which were submitted separately to DSA, and were able to be bid separately. This approach allowed the district the flexibility to sequence the construction in any way they needed, and move forward with one part of the project independent of the other.



Relevant Project Experience

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Project Name & Location: Nystrom Elementary School Modernization & Expansion, Richmond, CA

Beginning & End Dates of Project (including construction): Contract award March, 2007. Anticipated project completion Fall, 2012. Note: The schedule of this project was extended for reasons beyond our control.

Sq. ft. age: 48,000 sq. ft., including modernization of an existing 40,000 sq. ft. classroom building

Main Program Elements: Full modernization of existing elementary school, including classrooms, administrative area, and new multi-purpose/community use building.

Owner Name & Contact: West Contra Costa Unified School District / Contact: Bill Savidge

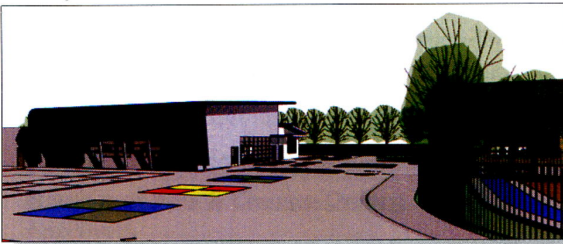
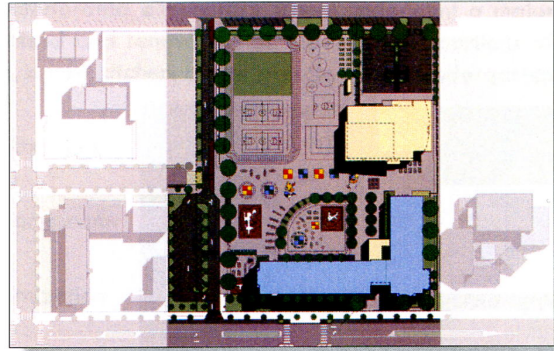
Date of Each Project NOC & DSA Final Certification: Pending

Number of RFIs & Change Orders: N/A

Original Budget, Bid Amount & Final Amount at Close-out:
Budget is \$23 million

Owner Reference: West Contra Costa Unified School District
Contact: Bill Savidge, (510) 307-4544

Date of Completion: Charter school K-12 campus and Charter High School temporary campus completed and occupied.



Key Personnel: Tom Butt, Principal-in-Charge; Andrew Butt, Project Architect and lead designer; Al Whitecar, Structural Engineer of Record and George Namkung, Construction Administration.

Subconsultants: Winzler & Kelly—MEP and Civil engineering; Vallier Design Associates—Landscape Architecture

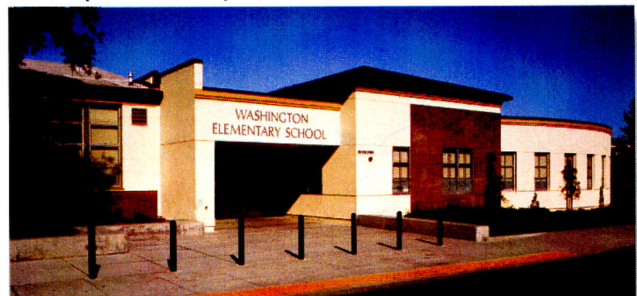
CHPS Criteria: This project, technically two separate projects, with separate DSA submittals will be one of the first CHPS rated elementary schools under the district's new High Performance Schools resolution. This project was also submitted under the new DSA High Performance Initiative, and has well exceeded the minimum points requirements.

Washington Elementary School Modernization, Richmond, CA

Interactive Resources was the Architect of Record for the modernization of this 40-year-old elementary school, an \$8 million project that included the addition of a new cafeteria, a new 4,800 sq. ft. kindergarten and a 8,200 sq. ft. administration building, which replaced existing portables on the site. Modernization measures included a full interior remodel; the replacement of mechanical, electrical and data systems; new accessible toilet rooms and new perimeter landscaping.

We designed a new 730 sq. ft. commercial kitchen to serve the needs of the elementary school, which included code analysis based on occupancy and review of County Health Department requirements, coordination of floor plan, interior finishes, selection of food service equipment and coordination of food service and mechanical consultants. The Auditorium was remodeled as a multi-purpose room capable for use as a functioning cafeteria and meeting place.

The renovation of this 3.2-acre elementary school campus included design of a new library courtyard, a new kinder/pre-school play yard, and foundation and perimeter planting throughout the site.



Relevant Project Experience

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The pre-school, kinder and primary play structures were updated and re-used in the new play areas. New site furnishings, seat walls, planters, and colorful striping create vibrant play yards. Also part of the project was temporary housing on the same campus during construction.

Significance of Project:

- Sited in the historic village of Point Richmond, this badly deteriorated elementary school underwent a major modernization at a cost of roughly \$8 million which modernized and renovated the older historic portions of the school and added a new administrative and library wing, a new kitchen, a new preschool and kindergarten building, and new landscaping and site amenities.

Interactive Resources Role: Architect of Record and Structural Engineer of Record

Phased During School Occupancy: Temporary housing on the same campus during construction.

Project Name & Location: Washington Elementary School Modernization & Expansion, Richmond, CA

Beginning & End Dates of Project (including construction): Start Date: July 12, 2004 / Date of completion: May 2006

Sq. ft. age: 13,000 (new building) 30,000 (modernization)

Main Program Elements: Full modernization of school, including all classrooms, multi-purpose room, kitchen, administrative areas, new kindergarten/pre-school building, and library

Owner Name & Contact: West Contra Costa Unified School District / Bill Savidge, Phone: 510-307-4544

Date of Each Project NOC & DSA Final Certification: NOC: June 2006 & DSA Certification letter June 16, 2008

Number of RFIs & Change Orders: RFIs=420 / Architect=2.1% / Owner=20.1% Change Orders: 22 all DSA Approved.

Original Budget, Bid Amount & Final Amount at Close-out: \$8,300,000 / final: \$10,694,108.19

Owner Reference: West Contra Costa Unified School District / Bill Savidge, Phone: 510-307-4544

Key Personnel: Charles Beavers, Principal-in-Charge; Andrew Butt, Project Architect; George Namkung, Construction Administration Architect and Al Whitecar, Structural Engineer of Record.

Subconsultants: LCC— Civil Engineering; Vallier Design Associates— Landscape Architecture; WHM, Inc.— Electrical Engineer; Lefler Engineering — Mechanical Engineer

CHPS Criteria: This project, while not CHPS rated, included a number of innovative sustainable design features, including:

- Landscape design to reduce heat island effect by minimizing paved areas and planting drought-tolerant native species around perimeter of all buildings.
- Coordination and collaboration with students' parents to create a "Landscapes for Learning" environment on campus, promoting resource conservation, ecology, and green space.
- Clerestory windows and skylights for daylight maximization.
- Replacement of old incandescent fixtures with new, highly efficient lighting.
- Replacement of old mechanical units with new, high-efficiency units.
- Installation of new low-e glazing and operable windows.



Relevant Project Experience

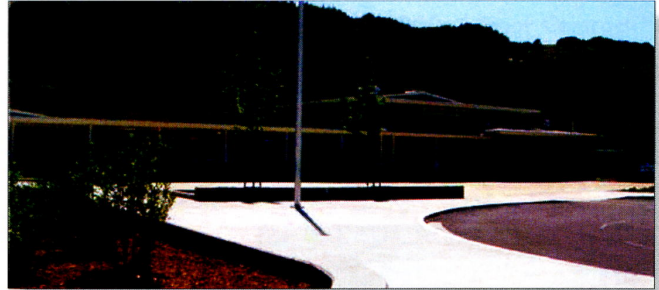
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Stewart Elementary School, Modernization and Renovation, Pinole, CA

Interactive Resources provided architectural and engineering services for the modernization of this 40-year old elementary school. The project called for a major renovation and systems upgrade for the 33,000 sq. ft. facility, as well as a new 7,400 sq. ft. classroom wing. Modernization measures included a full interior remodel; the replacement of mechanical, electrical and data systems; new roofing; a new kitchen and new toilet rooms.

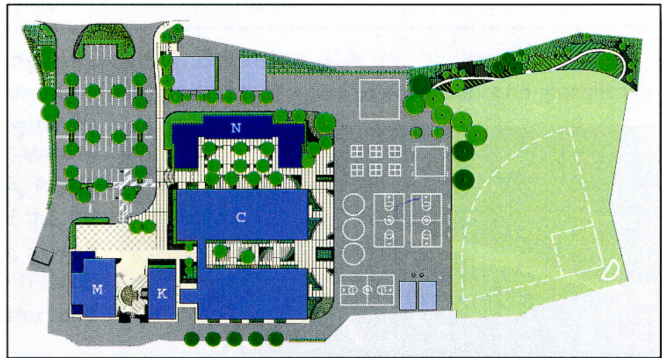
Exterior improvements included the addition of a gathering/lunch area with shade structure, foundation planting, landscaped courtyards, play equipment, new game striping, a turf sports field and a new kindergarten play yard with renovated play structures.

A completely new irrigation system was also integrated into the site. Site work was extensive, including new landscaping, irrigation and the addition of a sports field.

**Significance of Project:**

- Stewart Elementary was one of the first round of elementary school modernizations to be undertaken by West Contra Costa Unified School District (WCCUSD), and the very first campus to be completed with bond funding from measure M, passed in November of 2000. It was the first elementary school modernization in the WCCUSD in nearly twenty years, and would set a precedent for a major bond school construction and modernization program that totaled nearly \$1 Billion and spanned nearly a decade.
- Stewart was particularly complicated by the fact that it was a K-8 school, which effectively consisted of two schools within one, and required a comprehensive sports field and programming to accommodate the older students.
- This project included the construction of an entire swing campus, immediately adjacent to the school building and the construction of a brand new 7,400 sq. ft. classroom wing, in addition to the renovation of the 33,000 sq. ft. forty-year-old existing facility
- Of the nine elementary school campuses that were initially modernized with measure M funding, Stewart was assigned to Interactive Resources in particular because of very sensitive mold and moisture intrusion problems they had been having.

Our expertise in forensic and diagnostic design services made IR particularly valuable to address these issues as a part of the modernization project. To date, they have not had any problems with mold or moisture.



Interactive Resources Role: Architect of Record and Structural Engineer of Record

Phased During School Occupancy: The modernization of Stewart Elementary was conducted in three phases. Interactive Resources produced a phasing plan that addressed the complexities of the student occupation of the site while undergoing an exhaustive modernization of the entire campus.

Project Name & Location: Stewart Elementary School, Modernization and Renovation, Pinole, CA

Beginning & End Dates of Project (including construction): Start Date: August 1, 2003 / Date of completion: September 30, 2004

Sq. ft. age: 33,000 sq. ft., and new 7,400 sq. ft. classroom wing.

Relevant Project Experience

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Main Program Elements: Full modernization of 33,000 sq. ft. facility, as well as a new 7,400 sq. ft. classroom wing, classrooms, multi-purpose room, kitchen, administrative areas, new kindergarten/pre-school building, and library

Owner Name & Contact: West Contra Costa Unified School District / Bill Savidge, Phone: 510-307-4544

Date of Each Project NOC & DSA Final Certification: Date of DSA Certification Letter - January 16, 2007

Number of RFIs & Change Orders: RFIs: 562 and Change Orders 11

Original Budget, Bid Amount & Final Amount at Close-out: Original Contract: \$6,226,000 / Final Contract: \$7,362,279.49

Owner Reference: West Contra Costa Unified School District / Bill Savidge, Phone: 510-307-4544

Key Personnel: Charles Beavers, Principal-in-Charge; Andrew Butt, Project Architect; Ed Anisman, Construction Administration and Architect; and Al Whitecar, Structural Engineer of Record.

Subconsultants: LCC— Civil Engineering; Vallier Design Associates— Landscape Architecture; WHM, Inc.— Electrical Engineer; Lefler Engineering — Mechanical Engineer

CHPS Criteria: This project preceded the development of the CHPS standards, initially published in 2002, however sustainable design values played a key role in the modernization of this 40-year-old campus. Interactive Resources had a unique approach to the modernization of Stewart Elementary, which was a deviation from the standards that the district had set up in consultation with their bond master architect. Where they called for a typical approach of removing and replacing all existing windows and built-in cabinetry, Interactive Resources made a determination that to re-glaze the old windows with more efficient glazing, and to refurbish rather than replace the older, but substantially more solid casework would both save the district money, and be a significantly more environmentally friendly approach. The design also introduced daylighting measures via new skylights in the corridors, efficiency upgrades to lighting and mechanical systems, and a better insulated building envelope.



Solar Photovoltaic Array and Roofing, Washington School, Berkeley, CA

Interactive Resources was Architect of Record for this design-bid-build project that included new roofs and installation of a 100 kW photovoltaic (PV) generator at Washington Elementary School, located at 2300 Martin Luther King Jr. Way in Berkeley. Interactive Resources acted as liaison with DSA, PG&E and OPSC to ensure that the design and installation of the PV generator met all applicable regulations and standards, as well as coordination with Pacific Gas and Electric Company (PG&E) to enable net metering interconnection of the generator and capture of California Solar Initiative rebates.

You can monitor the systems Fat Spaniel data logger real time at the following link:

<http://view2.fatspaniel.net/PV2Web/merge?&view=PV/detail/HostedAdmin&eid=146113>



Significance of Project: This was the first school in Berkeley to have a PV system installed and at the time was the largest PV system in the City of Berkeley.

Interactive Resources Role: Architect and Structural Engineer of Record. Preliminary studies also determined optimum sizing of PV system and cost-benefit study of re-roofing options.

Phased During School Occupancy: Project was completed during summer vacation.

Project Name & Location: Solar Photovoltaic Array, Washington School, Berkeley, CA

Relevant Project Experience

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Beginning & End Dates of Project (including construction): May 2008 to August 2008

Sq. ft. age: 22,475 sq. ft.

Main Program Elements: New roof and solar photovoltaic generator

Owner Name & Contact: Bruce Bagnoli, Project Manager – Parsons (510) 849.0341

Date of Each Project NOC & DSA Final Certification: NOC was January 2009 and DSA Final Certification was 7/2/2009

Number of RFIs & Change Orders: 20 RFIs and 2 Change Orders

Original Budget, Bid Amount & Final Amount at Close-out: \$895,420 / Final: \$937,435

Owner Reference: Bruce Bagnoli, Project Manager, Parsons (510) 849.0341

Key Personnel: Tom Butt, Architect of Record and Principal-in-Charge, Paul Westermann, Structural Engineer of Record

CHPS Criteria: PV array provides approximately 78% of electrical power.

Subconsultants: Blue Oak Energy

Hercules Middle/High School, Leak Investigation and Repair, Hercules, CA

Interactive Resources conducted an investigation and designed repairs for chronic leaks in of the five-year-old, \$55 million school resulting in winter flooding of interior spaces and mold. Interactive Resources also provide expert witness services and litigation support for claims against responsible parties.

The investigation discovered a number of construction defects, principally with anchored CMU veneer walls that resulted in water seeping through the walls and floors of the Administration and Library Building. ASTM E 1105 water tests diagnosed window leaks that resulted from poor detailing, lack of sealing and failed glazing gaskets. Interactive Resources provided repair design and construction administration to repairs of walls, windows and roofs, followed by litigation support for a successful recovery of costs.

Significance of Project: The original architecture firm was from Texas where anchored masonry veneer is widely used. Since masonry veneer is almost never used in California due to seismic issues, the local contractors did not understand how to install it and made major errors that resulted in leaks and water damage.



Interactive Resources Role: Architect of Record for investigation and repairs, expert witness litigation support

Phased During School Occupancy: All work performed during school occupancy

Project Name & Location: Hercules Middle/High School, Leak Investigation and Repair, Hercules, CA – 1900 Refugio Valley Road, Hercules, CA

Beginning & End Dates of Project (including construction): Start February 2006, completed in July 2006

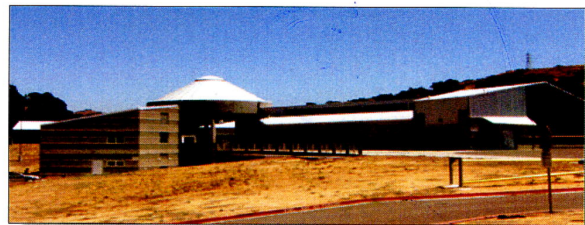
Sq. ft. age: 168,498 sq. ft.

Main Program Elements: Diagnose and repair leaks in walls, windows and roofs.

Owner Name & Contact: West Contra Costa Unified School District, Bill Savidge, 510-307-4544

Date of Each Project NOC & DSA Final Certification: Not a DSA Project.

Number of RFIs & Change Orders: 3 RFIs / 0% / Owner=31.4%



Relevant Project Experience

Section 4

Original Budget, Bid Amount & Final Amount at Close-out: \$400,000 / Final: \$332,000

Owner Reference: West Contra Costa Unified School District, Bill Savidge, 510-307-4544

Key Personnel: Tom Butt, Architect of Record

Subconsultants: None

CHPS Criteria: Not applicable

Solar Photovoltaic Array, Gunderson High School, San Jose, CA

Interactive Resources was hired by SunLink to provide structural engineering services for the new solar array. The design services included preparation of construction documents for submittal to the Division of State Architect (DSA), performing one site visit to observe the existing conditions where the array is to be located, and the preparation of structural calculations as required to anchor the array to the existing structure.

Wind loads were in the accordance with the provisions of ASCE 7 and as augmented by the wind tunnel tests and seismic loads were in accordance with the provisions of the California Building Code (CBC).

Interactive Resources also prepared structural drawings showing the location and details for anchoring the array to the existing roof, responded to code enforcement agency comments, and provided Construction Administration services that included, but not limited to site observation, response to field questions, and shop drawing review.

Client Reference: Anthony Giansanti, (415) 925-9650

SunLink Solar Corporation



Other K-12 Project Experience

Interactive Resources has completed a large number of K-12 projects, including providing accessibility improvements, energy assessments, and structural engineering services, under the regulations established by the Field Act.

- Lincoln School Modernization & Rehabilitation
- Lincoln School Post EQ Eval.
- Rehab Application (prepare application for rehab funds)
- Adams Jr. High Accessibility Rehabilitation
- Adams Middle School Post EQ Eval.
- Peres Elementary School Land Use & Site Utilization Study
- El Portal Elementary Post EQ Eval
- El Portal School Portable Site Plan
- El Portal School Accessibility Improvement to 2 Restrooms
- El Portal Multi-Purpose Eval.
- Ford Elementary Post EQ Eval
- Harding Elementary Post EQ Eval
- Helms Jr. High Elementary Post EQ Eval.
- Helms Jr. High Accessibility Improvement to 2 Restrooms
- Helms Jr. High Post EQ Eval.
- Portola Jr. High Post EQ Eval.
- Portola Jr. High Fireproofing
- Portola Jr. High Portables Site Plan
- Portola Jr. High Seismic Strengthening of Gymnasium
- Portola Jr. High Structural Eval. Of Gymnasium
- Portola Jr. High Classroom Building Detailed Eval.
- Pinole Valley High Post EQ Eval.
- Riverside Elementary Post EQ Eval.
- School Portable Survey, West Contra Costa Unified School District

Relevant Project Experience

Section 4

- Dover Elementary Post EQ Eval.
- Kensington elementary Energy Analysis
- Kennedy High Alteration-Accessibility Upgrade of 2 Restrooms
- Kennedy High Post EQ Eval.
- Harding Elementary Post EQ Eval.
- Richmond High Post EQ Eval

National Renewable Energy Laboratory (NREL) Solar Photovoltaic Arrays

Interactive Resources has been contracted by the National Renewable Energy Laboratory (NREL) to provide structural engineering services in the evaluation of up to 82 sites for the application of photovoltaic arrays. All of the sites are to be existing school facilities located within California. Each site (building) will be evaluated to determine the maximum permissible number of PV modules that can be placed on the existing framing without triggering a Code mandated seismic upgrade to the existing lateral load resisting system or creating localized over-stress conditions resulting from the added weight of the array. A letter report will be prepared for each site (building) summarizing the results of the evaluation calculations. All work will be based on an in-house review of the available "as-built" drawings.

Survey/Inventory & Documentation of 219 Portable Classrooms for DSA Approval

In association with RGM and Associates, Interactive Resources provided architectural and engineering services to document 219 portable buildings at 46 West Contra Costa Unified School District sites. The goal was to obtain Division of the State Architect approval for the existing portables.

The scope of the work included: performing site visits to all 46 school sites to verify manufacturer, size and location of the portable(s) on the site; surveying and documenting all electrical, telephone and fire alarm connections; and obtaining local fire department approval.



Quick Start Measure "M" Projects, West Contra Costa Unified School District, Contra Costa County, CA

Interactive Resources is providing on-going professional design services at Margaret Collins Elementary School in Pinole, and at nine other elementary school campuses. Projects include creating accessible toilet rooms, providing additional accessible parking stalls, creating accessible paths of travel, and mechanical upgrades.



Tam Valley Elementary School, Mill Valley School District, Mill Valley, CA

Interactive Resources was retained by Mill Valley School District to investigate, recommend repairs and provide expert witness services for litigation following a variety of water-related problems in a new modular campus. Standing water under the buildings was caused by drainage design and construction defects. Leakage through building walls resulted from poor design, improper installation of wall and flashing components, lack of building paper, and undue reliance on an exterior finish coat purporting to be a complete panelized system. Leakage occurred at ceilings below the rooftop mounted heating units, resulting from lack of weather tightness of the removable panels of the metal cabinet housings and/or the air intake duct at the top of each unit. There was ponded water on roofs due to lack of sufficient provision for directing water to scuppers. Cost to repair \$500,000



Ledesma School, Roof Leak Repair, San Jose, CA

Numerous roof leaks were discovered during the construction of this new steel-framed school in an incorporated area of San Jose. Interactive Resources was called in to investigate the cause of the leaks and to design appropriate repairs to the built-up roofing.

Additional Relevant Educational Project Experience



Relevant Project Experience

Section 4

Contra Costa College – Student Services Building, San Pablo, CA

Interactive Resources provided comprehensive architecture and engineering services for a new 18,000 sq. ft. Student Services Building, which will provide students with one-stop access to resources such as counseling, financial aid, and career guidance. The building will serve as part of the new gateway to the college, and will bring a fresh new aesthetic to the campus' mid-century architecture.

Sustainable design measures included: Landscape design to reduce heat island effect by minimizing paved areas, use of light colored paving and porous brick paving instead of asphalt, and utilizing drought tolerant plants. Utilization of PG&E Savings by Design program, which offers monetary incentives for exceeding Title-24 energy requirements by 20%.

Contra Costa College District, Helen Benjamin, Chancellor, (925) 229-1000 x1210



Diablo Valley College, Margaret Lesher Student Union Building, Pleasant Hill, CA

Interactive Resources designed the new two-story 12,000 sq. ft., \$2.4 million Student Union building for the Contra Costa Community College District. Architects at Interactive Resources developed a design that incorporated two wings to provide a separation of active space from quiet areas. A two-story lobby unites the building and provides a central gathering space. The building siting creates a connection to the existing Culinary Arts Program. The lower outdoor area is protected from wind and weather, maximizing utilization of the facility throughout the year. The Student Union is one of the first community college facilities to be financed and owned by the student body. Students at Diablo Valley College voted to tax themselves up to \$10 a year to build this gathering place for students and staff. This student commitment impressed the Margaret Lesher Foundation, which provided a generous endowment of \$500,000 to furnish the Student Union and to pay for the maintenance and administration of the facility.

Contra Costa College District, Jack Shaffer, (925) 229-1000, ex.1280



Los Medanos College, Child Study Center Addition, Pittsburg, CA

Interactive Resources provided comprehensive architectural services for the one-story 11,500 SF addition. The project called for the creation of an attractive, highly functional facility to house the expansion of the child development program. The addition serves 12 infants, 24 toddlers, and 20 preschoolers. Contextually, the design of the addition creates a favorable "first impression" in its featured location at the entrance to the campus.

The Center features comfortable child-scale spaces, utilizing windows, lighting fixtures, and room finishes to create a residential atmosphere for the emotional comfort of the children.

Each classroom has its own toilet room with child-sized fixtures, low sinks and counters, crib or nap rooms and cubby areas.

The design maximizes natural sunlight into the classrooms, streamlines drop-off and pickup of the children, includes security measures and provides easy access to exterior play areas.

Contra Costa Community College District, Helen Benjamin, (925) 229-1000 x1210



Relevant Project Experience

Section 4

Contra Costa College, Early Learning Center, San Pablo, CA

Interactive Resources provided comprehensive architecture and engineering services for the 14,500 sq. ft. Early Learning Center, which replaced the program’s existing portable building. The design included child-sized toilet rooms, interior and exterior play areas, crib and sleep areas, children’s storage “cubbies,” diaper changing and dressing areas, wash and prep areas, baby bottle and food storage areas and auxiliary support spaces. The facility also has classrooms and a lab. Outdoor play areas include a tunnel, basketball court, gently sloping lawn areas, ground surfaces with different textures, outside sinks and an exterior canopy to provide protection from the weather.

Contra Costa Community College District, Helen Benjamin, Chancellor, (925) 229-1000 x1210

Period of performance: 2004

Project Dollar Value: \$2.9



Section 4

Nystrom Elementary School Project, 230 South Harbour Way, Richmond, California

Winzler & Kelly is providing electrical design services for the modernization of a 2-story classroom building (approx 48,000 sq ft) and a new multi-purpose building (approx 14,000 sq ft). The project site consist of a 2-story classroom building, multiple existing buildings and a temporarily campus to house the students during construction. Phasing of design and construction services is essential to the successful completion of the project. The project buildings consist of classrooms, from kindergarten through elementary, a library, commercial kitchen, stage, special education classes and general offices.

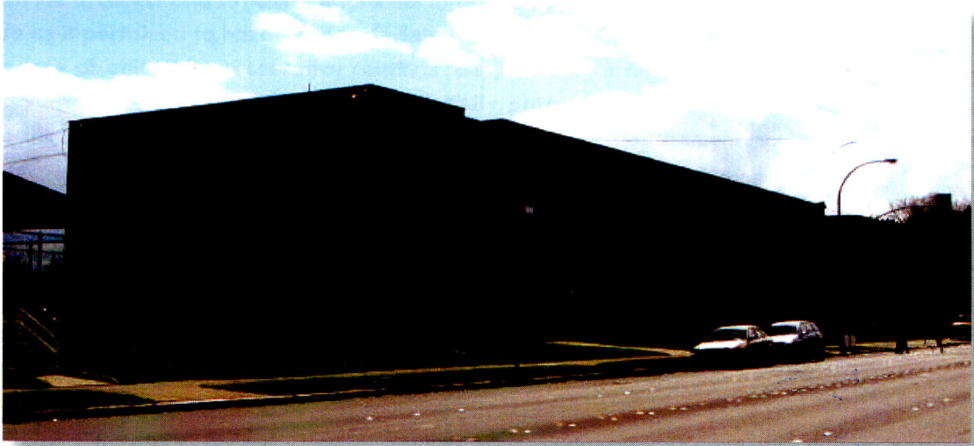
The campus is equipped with a new utility service, power backbone and distribution. Included are connections to all mechanical and landscape equipment. A new automatic fire alarm system is designed to meet both DSA and district standards.

State of the art lighting is provided through out the facility. The lighting is designed to meet/exceed CHPS (California High Performance Schools) criteria including lighting levels, glare reduction and power savings. Classrooms utilize dimmable fluorescent direct/indirect pendant mounted fixtures. These fixtures are controlled by both occupancy sensors and daylighting controls in order to optimize the lighting within the space and reduce overall energy use.

A new security and communications system is designed to meet district standards and includes motion detectors, a PA system, and data/tele infrastructure and drops. MDF and IDF locations are established through out the facility to provide flexibility and inter-connection with temporary campus activities and needs.

The final design provides engineering plans and specifications for these electrical improvements.

Client Reference:
West Contra Costa County Unified School District
Bill Savidge
(510) 412-4363



San Leandro Unified School District Rehabilitation Program

Winzler & Kelly worked at the following campuses:

- San Leandro High School
- Bancroft Middle School
- John Muir Middle School
- Garfield Elementary School
- Jefferson Elementary School
- McKinley Elementary School
- Monroe Elementary School
- Roosevelt Elementary School
- Washington Elementary School
- Wilson Elementary School

As part of a \$54 million modernization and seismic upgrade of a school and administrative facility that began in 1998, Winzler & Kelly was retained by the school district to design the plans and specifications for hazardous materials abatement and soft demolition. We performed bulk sampling and identified hazardous materials such as asbestos, lead, PCBs and mercury in light tubes and switchgear. Winzler & Kelly also provided remediation design, specifications and construction drawings for removal of hazardous materials impacted on the project, including all architectural finishes inside and outside the building, and the mechanical and electrical systems.

For the seismic upgrade of Roosevelt Elementary, Bancroft and Muir Middle Schools, Winzler & Kelly provided comprehensive hazardous material surveys that supplemented the original AHERA surveys. The supplemental survey complied with the Local Air Quality Management District regulations. Winzler & Kelly worked closely with both the architect and structural engineers to provide advice and value engineering in the design of the upgrade as it pertained to hazardous materials. During design, Winzler & Kelly recommended that all new steel be free of any toxic preservative coatings four inches from any attachment to the existing structure in accordance with 29 CFR 1926.354. Winzler & Kelly prepared all abatement designs including drawings and specifications tailored to site-specific conditions and provided abatement monitoring through the summer of 2004.

Winzler & Kelly continues to provide SLUSD necessary services required for safe and compliant operations including lead-based paint, mold, indoor air quality, hazardous materials investigation and management and regulatory guidance.

Client References:

Mike Murphy, San Leandro Unified School District
 14735 Juniper Street,
 San Leandro, CA 94579
 (510) 667-6019

Jean Moore, Senior Project Manager
 Vanir Construction Management
 14735 Juniper Street,
 San Leandro, CA 94579
 510) 895-7931

Winzler & Kelly

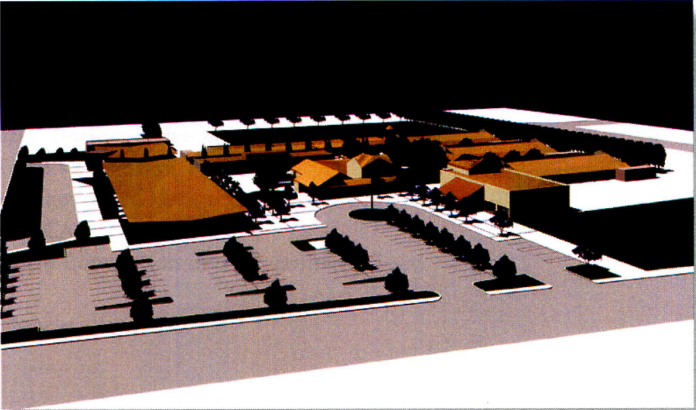
Betsy Ross Elementary School, Anaheim, CA

Betsy Ross Elementary School is a large 60,000-square-foot expansion of an existing school presently under construction located near Disneyland in Anaheim, California, designed to serve a student population of 1,200. The project includes three large eight-room classroom buildings, kindergarten building, a multi-purpose building with an indoor and outdoor stage, administration building and 12 standard relocatables with foundations. There are two large courtyards and two playfields. Expansion of the existing parking lot and the design of a student drop-off lane were integral parts of the project.

Winzler & Kelly provided full civil engineering services for the design of the school, which included boundary and topographic survey, construction documents, specifications for grading, drainage, sewer, domestic water and fire protection water systems, storm drain design, which included permit processing for offsite connections to the Orange County Flood Control District Facility. The sewer connections and onsite water supply for domestic use and fire protection were designed, processed and permitted through the City of Anaheim Public Utilities Department and the Department of Public Works.

Winzler & Kelly also provided easement plats, legal descriptions and documents for the primary electrical supply. Construction administration services were also a part of the contract.

Client Reference:
Anaheim City School District
1001 South East Street
Anaheim, CA 92805
(714) 517-9271
Carrick Boshart, LPA, Inc.
(949) 261-1001



Section 4

West Contra Costa Unified School District Measure D & J Bond Improvement Programs, Contra Costa County, California

Vallier Design Associates, Inc. was selected by the West Contra Costa Unified School District (WCCUSD) as the Master Landscape Architect for Measure D and J renovation of all the District's elementary, junior, middle and high schools. Design and renovation decisions are based on issues of aesthetics, safety, and durability creating final designs, sensitive to both the construction budget and the long term maintenance costs of existing and renovated improvements. The practical elements of the project are balanced with the need to provide quality learning environments for the District's students.



Vallier Design Associates, Inc. served as the landscape architect of record for the following projects under the Measure D and J Bond Improvement Programs:

- El Cerrito High School New Campus Landscape Design, El Cerrito, CA
- Harding Elementary School Landscape Renovation, El Cerrito, CA
- Helms Elementary School New Campus Landscape Design, San Pablo, CA
- Hannah Ranch Elementary School, Hercules, CA
- Hercules Middle High School Landscape Renovation, Hercules, CA
- Montalvin Manor Elementary School Landscape Renovation, San Pablo, CA
- Nystrom Elementary School New Campus Design, Richmond, CA
- Pinole Valley High School Track and Field Renovation, Pinole, CA
- Stewart Elementary School Landscape Renovation, Pinole, CA
- Vista Hills Educational Center, Richmond, CA
- Washington Elementary School Landscape Renovation and Educational Gard

Client: West Contra Costa Unified School District
Mr. Bill Savidge
1300 Potrero Ave.
Richmond, CA 94804
Tel: 510.412.4363



Section 4

El Cerrito High School Landscape Design & Renovation, El Cerrito, CA

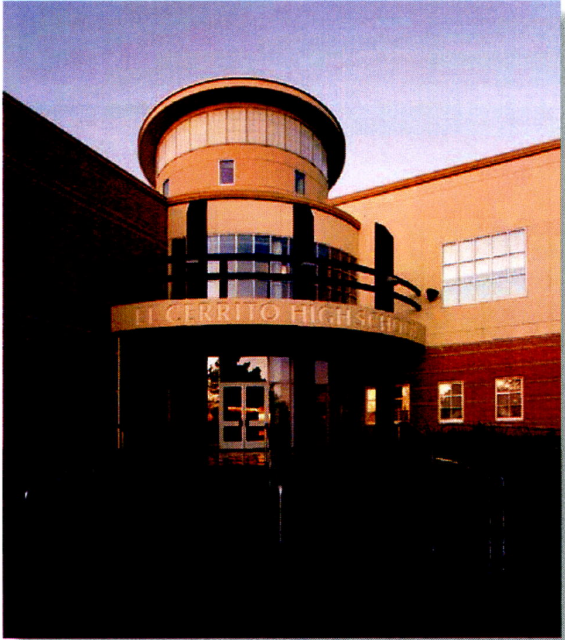
The El Cerrito High School Campus design and reconstruction project has been a politically-charged process since its inception. Through an intensive public facilitation process, Vallier Design Associates, Inc. and the project architects worked with the community to create a solution sensitive to the needs of the school, as well as the neighborhood.

The first phase of this project required the design of a temporary campus to house the school during the complete demolition of the existing buildings and the construction of the new campus. VDA, Inc. prepared construction documents and provided construction administration services for the exterior spaces of the temporary campus including eating and socializing areas with landscaping and overhead shade structures, and emergency and ADA access.



A second set of construction documents has been developed for the design of the new campus in coordination with the Architect's building designs to meet the campus-wide circulation, socialization, and recreation needs. Each outdoor room has been designed to maximize legibility, provide a cohesive aesthetic environment and endure heavy use with minimal maintenance.

Client: West Contra Costa Unified School District
Mr. Bill Savidge
1300 Potrero Avenue
Richmond, CA 94804
Tel: 510.412.5363

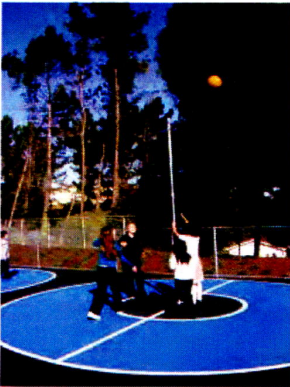


Section 4

Stewart Elementary School Modernization & Renovation, Pinole, CA

Vallier Design Associates, Inc. worked with Interactive Resources on the modernization and renovation of Stewart Elementary School's 40-year-old campus. Modernization measures included the addition of a new classroom building, a sports field, a new primary play yard, and courtyard entry and foundation planting. The final design included the integration and re-use of the temporary site amenities, including play equipment and water fountains.

Client:
Mr. Chuck Beavers
Interactive Resources
117 Park Place
Point Richmond, CA 94801
Tel: 510.236.7435



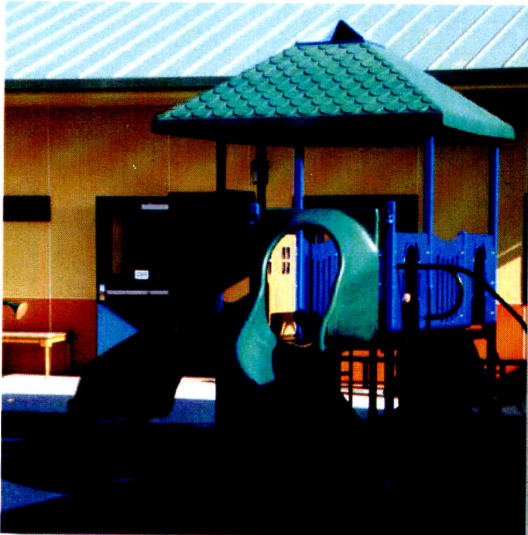
Section 4

Berkeley Unified School District, King child Development Center, Berkeley, CA

The King Child Development Center located in Berkeley, CA encircles a spacious play area and is shaded by select heritage trees that were preserved through the renovation process. The play area incorporates a new play structure, talking tubes, and colorful resilient surfacing. Vibrant pavement striping includes four-square, hopscotch, a tricycle track and a variety of other games providing children with a variety of ways to create and learn while playing. The landscape features a tidy lawn area surrounded by lighted bollards used for play during regular school hours and for special night-time events. Accommodating the students' needs and comforts was one of the primary goals of the project. Throughout the campus benches, lighting, and drinking fountains were installed. Raised planter beds were defined with low seat walls allowing additional seating for the younger children. Additionally, renovation efforts focused on bringing the campus up to code with current American with Disabilities Act (ADA) Accessibility Guideline and age appropriate safety standards.



Client: Berkeley Unified School District
Mr. Lew Jones
Director of Facilities
1720 Oregon Street
Berkeley, CA 94703
Tel: 510.644.6251



Client References

Section 5

Client Satisfaction References

West Contra Costa Unified School District
 Bill Savidge, District Engineering Officer
 1300 Potrero Avenue
 Richmond, CA 94804-3748
 (510) 307-4544

Nystrom Elementary School
 Washington Elementary School
 Stewart Elementary School

Berkeley Unified School District
 Lew Jones, Director of Facilities
 1720 Oregon Street
 Berkeley, CA 94703
 (510) 644-6066

Solar Photovoltaic Array, Washington School, Berkeley, CA

Contra Costa College District
 Helen Benjamin, Chancellor
 500 Court Street
 Martinez, CA 94553
 (925) 229-1000 x1210

Student Services Center

Construction Manager/Contractor References

SGL Construction Management was Construction Manager (CM) for the schools listed in Section 5 (Nystrom Elementary Modernization, Washington Elementary Modernization and Stewart Elementary School)

Lance Jackson

Senior Vice President of Operations

SGL Construction Management

425 Market Street, Ste. 2200

San Francisco, CA

ljackson@sgicm.com

(415) 955-2622

Karim Nassab, Deputy Program Manager

SGL Construction Management

knassab@sgicm.com

(510) 412-5657

Van Pelt Construction Service was CM for Richmond College Prep and Leadership Public High School

Gale Rossi

Van Pelt Construction Services

gale@vpcsonline.com

(707) 438-3790

Counterpoint Construction Services was CM for Novato City Hall Modernization

Neil Bohn, President

Counterpoint Construction Services

85 Brookwood Ave., Ste. 25

Santa Rosa, CA 95404

nbohn@counterpointcs.com

(707) 545-8440

Fee Proposal

Section 6

SCOPE OF WORK AND FEE PROPOSAL

- Our understanding is that the current budgeted construction cost for this project is \$24 million. Using the figures below and a 10% fee, the Site Master Planning/Pre-Design/Architectural Program Development Phase fee would be $(.08)(.10)(24,000,000) = \$192,000$.

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>8%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>12%</u>
Construction Documents Phase	<u>40%</u>
Bidding Phase	<u>5%</u>
Construction Administration Phase*	<u>23%</u>
Close Out Phase	<u>2%</u>

Scope of Services:

1	Project Initiation
1.a	Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
1.b	Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2	Coordinated Site Master Planning The Architect shall work closely with the District and the District's designated representative (if applicable) to complete all work required to develop a Master Plan for the project. The Architect's work during the Master Planning Phase shall be as follows:
2.a	Prepare preliminary site and building plans using topographic information and current as-built drawings provided by the District.
2.b	Attend meetings with the District and the District's designated representative (if applicable) to familiarize the Architect's project team with the preliminary site investigations, facilities assessments, educational program standards, facilities standards, and other information pertinent to the development of an appropriate Master Plan for the site
2.c	Working with the District, attend meetings with the school's Site Facilities Committee on a regular basis during the Master Planning Phase to prepare, develop, and refine Master Plan options for the successful completion of the project.

Fee Proposal

Section 6

2.d	Integrate information relating to local community issues, concerns, and opportunities into the site's Master Plan. Prepare presentations for interested community groups. Develop and refine local community group priorities related to the renovation of the school.
2.e	Develop appropriate presentations to local community groups and City agencies related to the development of the site's Master Plan.
2.f	Continue working with the Site Facilities Committee and the District until a Master Plan is developed for the site. Prepare and refine iterations of the proposed plan until an appropriate plan is developed which meets the site's Educational Program requirements, incorporates all required Facilities Standards, and is within the District's planning budget for the work.
2.g	Architect along with any involved consultant(s) shall present and review with the District and, if directed, with the District's superintendent, Board Facilities Subcommittee, governing board, local community groups, City agencies or Councils the summary and detail of work involved in this Phase. Prepare project Master Plan renderings as appropriate to fully describe the Site Master Plan
2.h	During the course of the Master Plan Phase the Architect shall also attend meetings with, and report on Site planning progress to, the District's Measure D Implementation Planning Committee. Coordination of the work on developing the site's Master Plan shall include ongoing incorporation of revised Educational Program Standards, revised Facilities Standards, and updated information regarding the District's overall facilities program.
3	<p>Confirmation of Architectural Program</p> <p>The Architect shall confirm the District's architectural program, this work shall be completed as a part of the work of preparing the Master Plan for the site. The program confirmation work shall be as follows:</p>
3.a	Perform pre-schematic investigations to confirm that the appropriate guidelines around which and within which the Project is to be designed have been incorporated into the preliminary designs. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, concept drawings, geotechnical reports and recommendations, soil testing results reports, education specifications, District standards, and pertinent historical data, and other relevant information provided by District.
3.b	Review DSA and regulatory/code issues pertaining to the proposed Project design.
3.c	Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
3.d	Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
	<p>Construction Cost Budget</p> <p>Architect shall have responsibility to further review the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be prepared by the Program Manager and the Design Phase Manager and are to be based on the developed functional architectural programs as approved by the District. The Architect shall be responsible to review and advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:</p> <p>All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.</p> <p>Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.</p>

Fee Proposal

Section 6

	<p>Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.</p> <p>The Architect shall review all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.</p> <p>Prior to beginning each subsequent phase of the work the Architect shall verify in writing that they have reviewed Construction Cost Budget.</p> <p>The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. However, the Architect shall be responsible to provide review, and final acceptance of the Construction Cost Budget as the basis for continuing the proposed project</p>
3.f	<p>Architect along with any involved consultant(s) shall present and review with the District and, if directed, with the District's governing board, the summary and detail of work involved in this Phase.</p>
4	<p>Deliverables and Numbers of Copies</p> <p>Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format posted to PS2:</p> <ul style="list-style-type: none"> (2) Copies of confirmed Architectural Program (Include comparison between developed program and "model" program as contained in the Turnover Package, include narrative explaining any substantial deviations). (2) Copies of Site Plan. (2) Copies of revised Construction Cost Budget. (2) Copies of final Schedule of Work; (2) Copies of Meeting Reports/Minutes from Kick-off and other meetings.
5	<p>Meetings</p> <p>During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as required to complete the work of this phase of the Project, and specifically as indicated below.</p>
6	<p>MEETINGS / SITE VISITS / WORKSHOPS</p>
7	<p>Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings during the entire design phase with its consultant(s). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.</p>
7.1	<p>General Meeting, Site Visit, and Workshop Requirements</p> <ul style="list-style-type: none"> a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable. b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation. c. As required, Architect shall provide to the District copies of all documents or other information needed for each meeting, site visit, and workshop. These copies shall be a reimbursable expense. d. Meeting times shall be as required to complete the work and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

Fee Proposal

Section 6

<p>7.2</p>	<p>Meetings During Project Initiation Phase</p> <p>A. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:</p> <ol style="list-style-type: none"> 1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting. 2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project. 3. During this meeting, the Architect shall: <ol style="list-style-type: none"> a. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project. b. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project. c. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan. d. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
<p>7.3</p>	<p>Initial Site Visits meetings and site reviews as required without limitation to correctly inventory and identify all pertinent elements of the existing site and buildings for consideration as a part of the Project.</p> <p>Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.</p>
<p>7.4</p>	<p>Meetings During Architectural Program</p> <ol style="list-style-type: none"> a. Architect shall participate in one public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction. b. Architect shall conduct one site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project. c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.



INTERACTIVE
RESOURCES

Architects & Engineers

117 Park Place
Point Richmond, CA 94801

Tel: (510) 236-7435

Fax: (510) 232-5325

www.intres.com

Exhibit F17-09



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Facilities Planning and Construction
1300 Potrero Avenue
Richmond, CA 94804

William Savidge
District Engineering Officer

Tel: (510) 307-4544
Fax: (510) 231-2406

To: Board of Education

Meeting Date: May 12, 2010

From: Bill Fay

Agenda Item: May 27, 2010

Tom Butt
Interactive Resources, Architects
117 Park Place
Point Richmond, CA 94801

Project: Wilson Elementary School Reconstruction

Subject: Authorization to Proceed with Master Planning Services

Dear Mr. Butt:

The West Contra Costa Unified School District ("District") Board of Education awarded a contract to Interactive Resources, Architects (IR) for preparation of Master Planning Documents for Wilson Elementary School Reconstruction at their regular meeting of May 12, 2010 (see attached Board Item). Pursuant to the Board's action IR is authorized to proceed with services as referenced in your proposal dated April 22, 2010 in accordance with the attached scope of work. Pending the new contract for services being negotiated and signed, IR is authorized to proceed under the terms and conditions of our Nystrom Elementary School contract for Architectural Services.

We look forward to the successful completion of this project. Please contact me with any questions.

Very truly yours,
West Contra Costa Unified School District

William Savidge
Engineering Officer

Cc: Bill Fay, Associate Superintendent for Operations

Motion by: _____	Seconded by: _____
Approved _____	Not Approved _____
Tabled _____	

West Contra Costa Unified School District
 1108 Bissell Avenue
 Richmond, California 94801
 Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** May 12, 2010
From: Bill Fay **Agenda Item:** CI C.17
 Associate Superintendent for Operations
Subject: Master Plan Contracts for Measure "D"

Background Information:

Measure "D" As General Obligation Bond, is out the ballot for June, 2010. The district has made a conscience effort to bring quality facilities to the students, staff, local businesses and communities of West County.

In the recent past, the Board of Education has approved the awarding of architectural contracts to approved firms, for design services at Coronado Elementary and Pinole Valley High School. These schools will be constructed as a part of Measure "D" Bond, after its passage in June, and will maintain our schedule of providing state of the art facilities for the communities of West County and to leverage the favorable bidding climate that now exists.

As such, the Facilities Sub committee has recommended that master planning contracts be awarded to five elementary schools:

- HY Architects Fairmont Elementary School
- Baker Vilar Richmond High School
- Interactive Resources Wilson Elementary School
- Powell & Partners Stege Elementary School
- DLM Valley View Elementary School

Recommendation: For Approval

Fiscal Impact: Not to exceed 1,000,000.00, Measure J

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

aif

WCCUSD

Masterplanning Scope of Work

Facility Survey:

Review existing District documentation

Site visits and survey with full consultant team

Review and validate District Standards

Gather Stakeholder Input:

Meeting with District Staff

Meeting with School Site

Meeting with Community

Establish Scope Priorities

Meeting with the District Staff

Develop written scope document to describe quality level of modernization and new construction to be completed.

Develop graphics and photos to illustrate scope

Develop work to be completed

Conceptual Design

Develop conceptual site plan for campus identifying previous work completed and bond program work to be completed by phase and priority.

Cost Estimate:

Work with District cost consultant to develop a cost model of each option by scope priorities.

Establish Project Phasing:

Workshops with District Staff

Develop project phasing list with project costs

Prepare Comprehensive Master Plan Document

Educational Specification:

Prior to commencing design work for the school consultant will lead the educational specification process. This will include a series of meetings with District staff to determine all of the spaces, programs, technical components, and site adjacencies. Consultant will work with District staff to test the programmatic suggestions against the existing conditions of the facilities, to determine the areas that need to be addressed.

Exhibit F17-10

AMENDMENT NO: (1) ONE
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH
INTERACTIVE RESOURCES, ARCHITECTS
FOR
WILSON ELEMENTARY SCHOOL
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

MAY 11, 2011

**AMENDMENT NO: (1) ONE
AGREEMENT FOR PROFESSIONAL SERVICES
DATED SEPTEMBER 30, 2010**

Between :

OWNER: West Contra Costa Unified School District
1300 Potrero Avenue
Richmond, CA 94804
(Hereinafter "District")

and

CONSULTANT: Interactive Resources, Architects
117 Park Place
Point Richmond, CA 94801
(Hereinafter "Consultant")

SUBJECT:
Woodrow Wilson Elementary School Project
Amendment No (1) One
Revision of Master Plan Based Upon Smaller Student Population

1. The "Scope of Services" of the above referenced Agreement is hereby modified as follows:

Revise the conceptual design and master plan to accommodate a smaller student population and building area. This will entail meeting with staff and school site subcommittee to review program revisions, assumptions, and design options/alternatives, preparing design documentation and presentation of design to District Staff, school site subcommittee and facilities subcommittee.

2. "Compensation and Payment" of our Agreement dated September 30, 2010 is hereby modified to allow for the additional fees required to implement the above changes. The present fee of \$202,000 is hereby increased by a not-to-exceed fee of \$100,000 per attached proposals dated April 13, 2011, and approved by the Board of Education during its May 4, 2011 meeting, for a total not-to-exceed fee of \$302,000.

All other conditions of our Agreement (and subsequent Amendment(s) set forth above) remain in full force and effect as originally stated.

IN WITNESS WHEREOF, the Consultant has executed this Amendment, and the District by its _____, who is authorized to do so, has executed this Amendment.

CONSULTANT:

By: T. Christ

Dated: 8/8/2011

Its: PRES.

WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT:

By: [Signature]
William Savidge
District Engineering Officer
WCCUSD
Its: Engineering Officer

Dated: 8/9/11

Attachments:

*Eng. Services
May 4, 2011*

ADDITIONAL SERVICE REQUEST AND AUTHORIZATION

**INTERACTIVE
RESOURCES**

Architects & Engineers

PROJECT: Woodrow Wilson Elementary School

OWNER/OWNER West Contra Costa Unified School District, Attn: Bill Savidge	PHONE (510) 307-4544	DATE 4/13/2011
STREET 1300 Potrero Ave	JOB NAME Woodrow Wilson Elementary School	JOB NUMBER IR# 2010-034.01
CITY Richmond	STATE CA	REQUEST NO. 01
CONTRACT NUMBER IR# 2010-034.01	DATE OF ISSUING CONTRACT 5/27/2010	

Interactive Resources requests authorization to make the following client requested drawing scope or specifications changes:

Interactive Resources completed the conceptual design for Woodrow Wilson E.S. with the Direction from the District to design a new school for 780 students, with the assumption that Grant Elementary would be closed, and the Grant student attendance area absorbed by Wilson E.S. After completion of Conceptual design, the District has decided that Grant will not be closing, and the conceptual design of Woodrow Wilson E.S. will need to be redone for a school accommodating only the projected attendance of the current area/school (approximately 500 +/-) to be determined by the District. With District authorization, Interactive Resources proposes to revise the conceptual design and master plan to accommodate a smaller student population and building area, including: meeting weekly for approximately 3 months with staff and school site subcommittee to review program revisions, assumptions, and design options/alternatives, preparing design documentation and presentation of design to District Staff, school site subcommittee and facilities subcommittee, working with District staff and consultants to prepare new cost estimate and new phasing plan. Interactive Resources proposes to make the above listed changes for a not-to-exceed amount of \$100,000

Fee Adjustment:

Interactive Resources	Rate/hr	Total
Project Architect Hours	\$150	
Drafter Hours	\$100	
Consultants		
Landscape		\$5,000
ADDITIONAL FEE FOR ABOVE CHANGE IS:		\$100.00 N/E
ADDITIONAL ESTIMATED CONSTRUCTION COST FOR ABOVE CHANGE IS:		N/A

INTERACTIVE RESOURCES AGREES TO EXECUTE THE CHANGES DESCRIBED ABOVE FOR THE FEE ADJUSTMENT SHOWN

Authorized Signature

HEREBY APPROVES THE ADJUSTMENT IN FEE AND ESTIMATED CONSTRUCTION COST AS SHOWN ABOVE

Authorized Signature

Date

THIS IS CHANGE PROPOSAL NO.:

01

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Ohlone Elementary Reconstruction Measure J Bond	May 2011 thru July 2011	SCA Environmental	\$42,484	Hazardous Materials abatement documentation for construction.
Bond Program Management Measure J Bond	April 2011 thru June 2011	Seville Group ("SGI")	\$19,137	Reimbursable expense for additional Admin Assistant.
Riverside Elementary Restroom Tile Wall Repairs Measure J Bond	May 2011 thru October 2011	Sally Swanson Architects	\$19,520	Architectural services construction documents and construction administration.
Wilson Elementary School Master Plan Measure J Bond	May 2011 thru August 2011	Interactive Resources	Hourly not to exceed \$100,000	Architectural services to prepare a revised Master Plan based upon smaller student population.
Stewart Elementary School Sitework Upgrades MRAD	May 2011 thru November 2011	Vallier Design Associates	\$12,890	Landscape Architectural Services for additional renovations to Stewart fields.
El Cerrito HS Fields Phase I Measure J Bond	April 2011 thru September 2011	Smith Emery	Hourly not to exceed \$20,000	Materials testing and inspection services during construction.
Kennedy HS Concession Building and Stadium Lighting Measure J Bond	April 2011 thru September 2011	Smith Emery	Hourly not to exceed \$15,000	Materials testing and inspection services during construction.

May 4, 2011

INTERACTIVE

R E S O U R C E S

• • •

• • •
TRANSMITTAL

Date: August 8, 2011

To: Samara Silverman
SGI
1300 Potrero Avenue
Richmond, CA 94804

117 Park Place
Point Richmond
California 94801
510-236-7435
Fax 510-232-5325
www.intres.com

Architecture
Engineering
Planning
Construction Review
Failure Analysis

From: Eva Davis

Subject: Wilson

Contract:

- Via:
- | | |
|---|--|
| <input type="checkbox"/> Fax | <input type="checkbox"/> For Your Information |
| <input checked="" type="checkbox"/> US Mail | <input type="checkbox"/> For Your Approval |
| <input type="checkbox"/> Overnight Mail | <input type="checkbox"/> For Your Review and Comment |
| <input type="checkbox"/> Courier | <input type="checkbox"/> As You Requested |
| <input type="checkbox"/> Pick-Up | <input type="checkbox"/> As Indicated |

Materials Transmitted: Two signed copies of Wilson ES Amendment

Project
Correspondence

The documents accompanying this communication contain confidential information which may be legally privileged. The information is intended only for the use of the intended recipient named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this telecopied information except its direct delivery to the intended recipient named above is strictly prohibited. If you have received this fax in error, please return the original documents to us.

Exhibit F17-11

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Fairmont Elementary Future Reconstruction Measure J Bond	May 2010 thru August 2010	HY Architects	\$194,000 + \$10,000 Reimburse expenses.	Master Planning for future projects. Ratify previous Board authorization with specific fee for services.
Wilson Elementary Future Reconstruction Measure J Bond	May 2010 thru August 2010	Interactive Resources	\$192,000 + \$10,000 Reimburse expenses.	Master Planning for future projects. Ratify previous Board authorization with specific fee for services.
Stege Elementary Future Reconstruction Measure J Bond	May 2010 thru August 2010	Powell and Partners Architects	\$195,400 + \$10,000 Reimburse expenses.	Master Planning for future projects. Ratify previous Board authorization with specific fee for services.

June 22, 2010

Exhibit F17-12

Report Date: 08/10/2016

PURCHASE ORDER STATUS INQUIRY

PURCHASE ORDER INFORMATION

PO Number: J1080560 Vendor: V004672 INTERACTIVE RESOURCES
 PR Number: R21158 Addr Cd: PR 117 PARK PLACE
 PT RICHMOND, CA 94801

Disencumbered

Remaining Balance: 0.00

Confirm:	Requested by:	PARA, RAFAEL	Req. Dt:	06/22/2010	Blanket Number:	
Account:	Approved by:	WORKFLOW	Apr Dt:	07/20/2010	Blanket Amount:	0.00
Bid:	Printed by:	PURBUY02	Print Dt:	12/12/2012	Buyer:	MK
Contract:	PO Type:	C			Req. Codes:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Ship To: 810						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Bill To: 931	End Use:	810				

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Print Whse Chg
0001	40,000	0	EA	1.00	GS		0.00	0.00	40,000.00		N Y
					Split:	GS 1659740850 6201			34,260.05	%: 0 Amt:	34,260.05
					Split:	GS 1659745850 6201			5,739.95	%: 0 Amt:	5,739.95
					<u>Product ID:</u>	WILSON ES, MASTER PLANNING FOR FUTURE PROJECTS.					
						BOARD APPROVED ON JUNE 22, 2010.					
						NOTE: THIS IS A PARTIAL CONTRACT					
						AMOUNT. TOTAL APPROVED CONTRACT: \$192,000.					
0002	152,000	0	EA	1.00	GS		0.00	0.00	152,000.00		N Y
					Split:	GS 1659740850 6201			150,321.04	%: 0 Amt:	150,321.04
					Split:	GS 1659745850 6201			1,678.96	%: 0 Amt:	1,678.96
					<u>Product ID:</u>	APPROVED INCREASE PER R24155 /MK					
						WILSON ES, MASTER PLANNING A&E SERVICES					
						BOARD APPROVED: JUNE 22, 2010					
0003	100,000	0	EA	1.00	GS		0.00	0.00	100,000.00		N Y
					Split:	GS 1659740850 6201			99,600.00	%: 0 Amt:	99,600.00
					Split:	GS 1659745850 6201			400.00	%: 0 Amt:	400.00
					<u>Product ID:</u>	APPROVED INCREASE PER R28350 /MK					
						PREPARE REVISED MASTER PLAN BASED ON SMALLER STUDENT POPULATION.					
						BOARD APPROVED ON MAY 4, 2011.					
0004	10,000	0	EA	1.00	GS	1659745850 6201	0.00	0.00	10,000.00		N Y
					<u>Product ID:</u>	APPROVED INCREASE PER R32388 /MK					
						FOR REIMBURSEABLE EXPENDITURES, PER CONTRACT/AGREEMENT.					
						12-12-12 ACCT CODE CHANGE PER JILLIAN BRADFORD ~ bam					

Total Amount: 302,000.00

PR NOTES/PRINT BEFORE/PRINT AFTER TEXT

NOTE: THIS PO INCREASE ENCUMBERS THE REMAINING BALANCE OF THE TOTAL APPROVED CONTRACT OF \$192,000.

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	Balance	Tr	Pay
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Balance:

Report Date: 08/10/2016

PURCHASE ORDER STATUS INQUIRY

OPEN HOLD ACTIVITY

	<u>Item #</u>	<u>Key</u>	<u>Object</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>	<u>Invoice #</u>	<u>Invoice Date</u>
<i>Paid</i>	0001	1659740850	6201	00429763	09/01/2010	9,600.00	100700035	08/06/2010
TOTAL AMOUNT CHECK AP 00429763:						9,600.00		
<i>Paid</i>	0001	1659740850	6201	00430508	09/29/2010	19,200.00	100800022	09/01/2010
TOTAL AMOUNT CHECK AP 00430508:						19,200.00		
<i>Paid</i>	0001	1659740850	6201	00431400	10/27/2010	4,320.00	100900040	10/06/2010
TOTAL AMOUNT CHECK AP 00431400:						4,320.00		
<i>Paid</i>	0002	1659740850	6201	00433403	12/20/2010	13,920.00	10100048	11/06/2010
TOTAL AMOUNT CHECK AP 00433403:						13,920.00		
<i>Paid</i>	0002	1659740850	6201	00433670	01/06/2011	10,560.00	101100020	12/07/2010
TOTAL AMOUNT CHECK AP 00433670:						10,560.00		
<i>Paid</i>	0002	1659740850	6201	00434274	01/26/2011	38,400.00	101200015	01/06/2011
TOTAL AMOUNT CHECK AP 00434274:						38,400.00		
<i>Paid</i>	0002	1659740850	6201	00435446	03/03/2011	40,320.00	110100038	02/10/2011
<i>Paid</i>	0002	1659740850	6201	00435446	03/03/2011	298.46	110100059	02/16/2011
TOTAL AMOUNT CHECK AP 00435446:						40,618.46		
<i>Paid</i>	0002	1659740850	6201	00436487	03/30/2011	46,080.00	110200039	03/08/2011
TOTAL AMOUNT CHECK AP 00436487:						46,080.00		
<i>Paid</i>	0002	1659740850	6201	00437092	04/13/2011	742.58	0311-8	03/30/2011
TOTAL AMOUNT CHECK AP 00437092:						742.58		
<i>Paid</i>	0003	1659740850	6201	00439696	06/15/2011	9,600.00	0411-4W	05/10/2011
<i>Paid</i>	0001	1659740850	6201	00439696	06/15/2011	409.53	0411-3	05/10/2011
TOTAL AMOUNT CHECK AP 00439696:						10,009.53		
<i>Paid</i>	0003	1659740850	6201	00440462	06/29/2011	50,000.00	0511-83	06/08/2011
TOTAL AMOUNT CHECK AP 00440462:						50,000.00		
<i>Paid</i>	0003	1659740850	6201	00441320	07/20/2011	10,000.00	0611-06	06/30/2011
TOTAL AMOUNT CHECK AP 00441320:						10,000.00		
<i>Paid</i>	0003	1659740850	6201	00442521	08/31/2011	30,000.00	0711-27	08/09/2011
TOTAL AMOUNT CHECK AP 00442521:						30,000.00		
<i>Paid</i>	0001	1659740850	6201	00443416	09/28/2011	27.80	0811-9	08/31/2011
TOTAL AMOUNT CHECK AP 00443416:						27.80		
<i>Paid</i>	0004	1659745850	6201	00447422	01/25/2012	10,000.00	0911-64	10/11/2011
TOTAL AMOUNT CHECK AP 00447422:						10,000.00		
<i>Paid</i>	0001	1659740850	6201	00450773	04/25/2012	702.72	0312-069	04/06/2012
TOTAL AMOUNT CHECK AP 00450773:						702.72		
TOTAL PAYMENTS FOR PO J1080560:						294,181.09		

WORK FLOW HISTORY

User Id	User Name	Status	Time In	Time Out	Note
SGIMGR03	VACANT	Accepted	2010/6/22 14:23:55	2010/6/29 8:33:02	
SGIMGR03	VACANT	Accepted	2010/6/29 8:33:53	2010/6/29 8:33:53	
FISDIR02	COYNE, MARTIN	Accepted	2010/6/29 8:33:54	2010/6/29 10:11:19	
PURBUY01	KITCHEN, MARY	Expired	2010/6/29 10:11:52	2010/7/13 10:12:28	
PURBUY01	KITCHEN, MARY	Accepted	2010/7/13 10:12:28	2010/7/20 16:55:26	
SGIMGR03	VACANT	Accepted	2010/7/20 16:55:34	2010/7/20 16:55:34	

Exhibit F17-13



West Contra Costa Unified School District

Dr. BRUCE HARTER
Superintendent of Schools

Lisa LeBlanc
Associate Superintendent of Operations

Luis Freese
District Engineering Officer

Keith Holtslander
Director of Facilities and Construction

November 9, 2015

Via US Mail & Fax

Tom Butt
President
Interactive Resources
117 Park Place
Richmond, CA 94801
Fax: 510-232-5325

Re: Woodrow Wilson Elementary School No. 1651384 ("Project")
Agreement for Architectural Services (Contract No. 1000000582)

NOTICE OF SUSPENSION

Dear Mr. Butt:

This letter is to notify you that the Agreement for Architectural Services between the West Contra Costa Unified School District ("District") and Interactive Resources ("Architect") for the above-referenced Project, dated November 17, 2011 ("Agreement"), is hereby suspended.

Correspondence from July 2015 informally notified the Project team of the status for the Wilson DSA application when the extension was not granted. At this time, pursuant to Section 9.6 of the Agreement, the District hereby exercises its right to suspend the Project and halt Architect's Services under the Agreement. Architect shall be compensated for Services performed prior to the date of this notice. As provided by the Agreement, the District may resume Architect's Services at a future date at which time the District will notify Architect; should the Project be resumed, the schedule and Architect's compensation will be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services.

The District appreciates your cooperation with this matter. Please contact the undersigned should you have any questions regarding the items discussed herein.

Kind Regards,



Luis Freese
Engineering Officer

Exhibit F17-14

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** December 6, 2006
From: Jeff Edmison *JE* **Agenda Item:** CI CI E.18
Associated Superintendent for Operations
Subject: Architectural Services Contract for Programming and Master Planning for Pinole Valley High School

Background Information:

The next step in preparing for the renovations at Pinole Valley High School is to begin Programming and Master Planning work with the site. The Board previously approved the selection of WLC Architects as the design team for this site. The team has prepared a proposal for services which includes an intensive assessment of the existing facilities, educational programming, and Master Planning review with administrative staff, teachers, parents/students, and the community. This is the first phase of architectural work at the PVHS site. Upon the development of an appropriate educational programming document and site Master Plan, with implementation in mind, the Board will be asked to approve the approach to renovations at the campus. At that time the complete architectural services package through construction documents will be brought to the Board for approval.

Recommendation: Approve contract

Financial Impact: Total fee is \$304,125, plus \$20,000 for reimbursable expenses
Total action: \$324,125
Funded from the Measure J Bond Program.

DISPOSITION BY BOARD OF EDUCATION

Approved by: _____ Seconded by: _____

Not Approved _____ Tabled _____

Provide

Exhibit F17-15

The K-12 Instructional Materials Funding Realignment Program allocation for 2007-08 is \$68.89 per pupil, resulting in a total allocation of \$2,120,503 for West Contra Costa Unified School District. The Williams Settlement allocation for 2004-2008 was \$96.90 per pupil in the decile 1 and 2 schools resulting in a total allocation of \$1,478,468 for West Contra Costa Unified School District. This money was spent in 2004-2007, and no new monies have been allocated by the state.

Recommendation: It is recommended that the Board of Education adopt Resolution No. 41-0708: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2007-08.

Fiscal Impact: \$2,120,503 for K-12 Instructional Materials for 2007-08.

E.4 Pinole Valley High School Measure J Master Plan

Comment:

The District's architect for Pinole Valley High School is WLC Architects. They have worked closely with the Pinole Valley High School staff to develop a plan for Measure J projects at the site. In addition, with the direction of the Board's Facilities Subcommittee, the Architects have prepared an overall Master Plan option for reconstruction of the Pinole Valley HS campus. This plan would address significant issues with buildings and systems on the site, but would require additional funding in order to complete. The Architects and Pinole Valley High School staff will present both the Long-Range Master Plan for discussion and the current projects proposed for the campus using allocated Measure J Funds.

Recommendation: Approve Master Plan projects.

Fiscal Impact: \$25,000,000 Master Plan Budget. Projects will be funded from the Measure J Bond.

DISCUSSION ITEMS

F.1 Status Reports – Facilities Planning and Construction

Comment:

The following are provided for review of Facilities Planning and Construction in the District's Bond Program and for information regarding individual projects:

- Engineering Officer's Report—Verbal Presentation
- Construction Status Reports—Current Construction Projects

Recommendation: For information only

Fiscal Impact: None

F.2 Use of Facilities

Comment:

At the September 12, 2007 meeting of the Board of Education, a presentation of the District's current facility use program was presented. After much discussion including comments and suggestions from the community, staff was asked to bring back a recommendation to modify the program such that ongoing operational costs would be recovered with minimal impact to the community.

Exhibit F17-16

to WLC 3/19/10



Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
 Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

Handwritten signature and date: *Samuel*
 3/3/10

February 5, 2010

Mr. William Savidge
 District Engineering Officer
 West Contra Costa Unified School District
 Facilities Planning & Construction
 1300 Potrero Avenue
 Richmond, CA 94804

Re: Pinole Valley High School Reconstruction Master Planning
 Professional Services Proposal
 West Contra Costa Unified School District

Dear Bill,

Pursuant to my phone discussion conversation with Bill Fay, Associate Superintendent, on January 21, 2009, and on behalf of WLC Architects, Inc., I am very pleased to submit this proposal to provide the West Contra Costa Unified School District with Professional Master Plan design services for the Pinole Valley High School Reconstruction project.

The Team:

WLC has assembled a design team that has completed many successful projects together and will provide the experience required to successfully complete the Master Plan design services for the Pinole Valley High School project. To maintain continuity, our team will consist of experienced professionals already familiar with your staff and community. Kevin A. MacQuarrie, AIA will act as the Principal-In-Charge and be an active participant in the projects. Jackie Bassman, Project Architect will be your primary contact and be responsible for the day to day activities of the project. This group of talented professionals along with WLC's other resources and experienced consultant group is immediately available to move your project forward to a successful conclusion.

The Project:

It is our understanding the District wishes to undertake a Master Plan process for the purposes of determining the scope of work for the Pinole Valley High School Reconstruction project. Based on my discussion with Mr. Fay, there appear to be two options to explore.

Option 1 is the reconstruction of the existing buildings to the 1C+ District Standard which includes gutting the interior and replacement of the utility infrastructure. It would also include, as examples, the replacement of portables with hard construction, the increase in size of the administration area, new landscaping, and possible demolition of existing buildings due to the geotechnical issues on the site.

Mr. William Savidge
Pinole Valley High School Reconstruction Master Planning
Professional Services Proposal
West Contra Costa Unified School District
February 5, 2010
Page 2

Option 2 is building a new school and demolishing the existing school. This may happen by building a new school on the fields while the teachers and students stay in the existing buildings, placing temporary housing on the baseball field, or the project may be phased.

Either option is viable and will meet or exceed the District 1C+ Standard. WLC will develop up to two master plan options for the site committee to review and recommend to the Facilities Subcommittee and Board for approval.

Temporary housing options will also be explored and phasing options developed for each option.

The Process:

WLC's typical Master Planning process includes a design charrette with the Site Committee to explore options, define wants and needs, and get a general direction for the project. WLC will revise the May 29, 2007 master plan for the site, which we developed. We will utilize our July 9, 2007 master plan information including the assessment of the existing buildings, the existing as-built documentation, and the detailed space summary and education specification to meet the District Standards. Our team will meet with the District and selected staff to complete the revised Master Plan which will be influenced by the geotechnical site issues. We anticipate an exciting transparent design process and look forward to working closely with District staff, teachers, students, and the community to design this project.

We anticipate the Master Planning Process to take about four months to complete.

Because the geotechnical issues in the Bay Area are of particular concern, it is assumed that the District will provide all geotechnical information, soils reports, topography maps, and other relevant reports to adequately analyze and calculate solutions. WLC has not been supplied a current geotechnical report by the District. Upon receiving the report we will review and incorporate the recommendations contained therein; however, WLC can assume no responsibility or liability for said report. More rigorous requirements are currently being imposed by the California Geological Survey Review of Soils Reports, which may delay the approval process. We recommend submitting to DSA and CGS for a preliminary review of the soils report as soon as schematic design is complete. WLC also strongly recommends the District begin the CDE, DTSC, and CEQA processes immediately, if you have not already, to determine any impacts or restrictions on the site.

We know that seismic and geotechnical issues are a major concern on this site and will have a significant impact on our proposed Master Plan solutions.

Please forward WLC current soils report, as-builts, topographic, and utilities surveys provided by the District to proceed with the final design.

Mr. William Savidge
 Pinole Valley High School Reconstruction Master Planning
 Professional Services Proposal
 West Contra Costa Unified School District
 February 5, 2010
 Page 3

Professional Fees:

Your contract with WLC will mark a purposeful investment in your facilities. We are here to make sure that you consider your investment to be a good one, with significant returns. WLC is flexible on the topic of fee structure, but we do consider our expertise valuable. We want you to feel that you are getting both excellent service and architectural value at a fair market price. The table below identifies the project and the professional fees for WLC Architects, Inc. and its consultants.

WLC will provide professional design services through the Master Plan and Programming phases as well as coordinate a rough order of opinion of probable cost for each option with the District's cost consultant.

WLC proposes limited architectural and engineering services to master plan the campus relative to the District Standards, which would include landscaping and structural design professionals. WLC will retain specialty consultants in the specific discipline mentioned to complete the Master Plan and as such, we have included their services in our fee proposal. Specialty consultants not identified herein are considered outside of this scope of work.

Tasks	Deliverables	WLC Fees
Master Planning Process	Conceptual Master Plans	\$ 76,450.00
Development of Phasing Options	Conceptual Plans	17,850.00
Preliminary Interim Housing and Relocation	Conceptual Plans	12,460.00
Development and Presentation of Options	Rendered Plans	14,600.00
Rough Order of Magnitude Cost Opinion Coordination	Cost Opinions	5,000.00
Total		\$ 126,360.00

WLC will invoice West Contra Costa Unified School District monthly, per phase, for services completed, including specialty consultants and reimbursables. Should the scope of the project increase beyond what is identified herein or the allotted fee, I will request additional compensation in writing. Hourly rates will be per the attached WLC rate schedule. Should the District decide to move forward with design and construction documents for the project, we would be happy to work with the District under a full service contract.

Mr. William Savidge
Pinole Valley High School Reconstruction Master Planning
Professional Services Proposal
West Contra Costa Unified School District
February 5, 2010
Page 4

We are very enthusiastic about starting this process and look forward to working with you, the teachers, and staff of Pinole Valley High School. Please sign both copies of this proposal and return one to me and we will be happy to get started. We will need to execute a formal contract as soon as possible, or we can amend our current Pinole Valley High School contract. Please do not hesitate to contact me if you have questions.

Sincerely,



KEVIN A. MacQUARRIE
Architect, AIA
Principal


3/14/10
Date

WILLIAM SAVIDGE
District Engineering Officer
West Contra Costa Unified School District

KAM:jg
10006-mkt

cc: Nanette Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

Attachments: WLC Hourly Rates



Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

HOURLY RATES

Principals of Firm	\$220.00/hr
Associate Principal/Director	\$195.00/hr
Associate/Coordinator	\$195.00/hr
Senior Project Architect	\$180.00/hr
Senior Project Manager	\$180.00/hr
Project Architect	\$155.00/hr
Project Manager	\$155.00/hr
Technical Level I	\$100.00/hr
Technical Level II	\$90.00/hr
Technical Support	\$80.00/hr

Hourly rates shown are applicable for the first calendar year of the signed agreement, afterwards, hourly rates will be increased at an annual escalation rate of 4%.

Exhibit F17-17

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Surveillance Camera Systems: Richmond HS, Helms MS, Dover ES Measure J Bond	February 2010 thru May 2010	Maxut	Hourly not to exceed \$30,000.	Engineering consulting services to upgrade specified camera systems.
Pinole Valley High School Reconstruction Master Plan Measure J Bond	March 2010 thru June 2010	WLC Architects	\$126,360	Architectural planning services to update site master plan options.
DeAnza High School Reconstruction Main Campus Measure J Bond	February 2010 thru March 2010	Vanir Construction Management	\$17,125	Constructability review and backcheck prior to bid.
Ohlone Elementary School Reconstruction Measure J Bond	March 2010 thru August 2010	Powell and Partners Architects	\$26,000	Additional services for technology systems revisions.
Juan Crespi Jr. High School Roof Replacement & Repairs Emergency Repair Program	February 2010 thru November 2010	HY Architects	\$60,000	Architectural services including roofing consulting, structural, civil work.
State School Facilities Program Applications: Measure J Schools Measure J Bond	March 2010 thru September 2010	School Facility Consultants	Hourly, not to exceed \$50,000	Continue services to assist in preparation of state funding applications for remaining schools.

March 3, 2010

Exhibit F17-18

Exhibit F17-18
Prepared by Vicenti, Lloyd & Stutzman LLP

Month	Master Planning	Schematic Design	Design Development	Construction Documents	Bidding	Construction Administration	General Office	Total
June 2010	2	278	0	-	-	-	-	281
July 2010	5	267	-	-	-	-	-	272
August 2010	6	577	-	-	-	-	-	583
September 2010	78	564	6	-	-	-	-	647
October 2010	16	742	-	-	-	-	-	757
November 2010	0	737	-	-	-	-	-	738
December 2010	-	570	-	-	-	-	-	570
January 2011	17	743	-	-	-	-	-	759
February 2011	7	841	6	-	-	-	-	854
March 2011	2	654	319	-	-	-	-	974
April 2011	-	341	489	-	-	-	-	829
May 2011	4	85	578	-	-	-	-	667
June 2011	-	116	537	-	-	-	-	653
July 2011	-	34	482	135	-	-	-	650
August 2011	-	84	571	271	-	-	-	925
September 2011	1	134	622	176	-	-	-	933
October 2011	-	146	738	180	-	-	-	1,064
November 2011	6	106	396	319	-	-	-	826
December 2011	-	128	342	290	-	-	1	760
January 2012	-	137	183	447	-	0	-	766
February 2012	-	112	122	572	-	-	-	806
March 2012	-	123	167	484	-	-	-	774
April 2012	-	66	61	405	-	-	-	532
May 2012	-	90	118	427	-	-	-	635
June 2012	-	46	127	476	-	-	-	649
July 2012	-	27	18	562	-	-	-	607
August 2012	-	64	20	690	4	-	-	777
September 2012	-	50	16	453	0	-	-	519
October 2012	-	87	48	589	-	-	-	724
November 2012	-	87	48	578	2	-	-	715
December 2012	-	132	24	798	7	3	-	963
January 2013	-	102	-	682	54	8	-	846
February 2013	-	157	-	435	46	14	-	651
March 2013	-	153	-	398	1	2	-	554
April 2013	-	64	-	372	84	-	-	520
May 2013	-	45	-	217	18	-	-	280
June 2013	-	-	-	314	1	57	-	372
July 2013	-	-	-	300	6	50	-	356
August 2013	-	-	-	432	-	68	-	500
September 2013	-	-	-	167	182	78	-	427
October 2013	3	-	-	103	79	75	-	260
November 2013	-	-	-	54	-	157	-	211
December 2013	-	-	-	64	18	241	-	322
January 2014	-	-	-	51	55	148	-	254
February 2014	-	-	-	296	129	72	-	497
March 2014	-	-	-	239	71	116	-	426
April 2014	-	-	-	705	11	86	-	801
May 2014	-	-	-	639	23	74	-	736
June 2014	-	-	-	583	29	58	7	677
July 2014	4	-	-	527	13	129	-	673
August 2014	-	-	-	720	4	36	-	759
September 2014	-	-	-	730	-	21	-	751
October 2014	-	-	-	764	-	37	-	801
November 2014	-	-	-	855	-	55	-	910
December 2014	-	-	-	532	-	30	1	563
January 2015	-	-	-	504	-	23	-	526
February 2015	-	-	-	547	-	24	-	571
March 2015	-	-	-	487	-	35	-	522
April 2015	-	-	73	431	-	100	-	604
May 2015	-	-	13	564	4	28	-	609
June 2015	-	-	5	185	198	24	-	412
July 2015	0	-	14	187	423	29	-	653
August 2015	-	-	-	225	729	139	-	1,092
September 2015	-	-	-	311	802	85	-	1,198
October 2015	2	-	-	131	392	125	-	650
November 2015	1	-	-	7	206	171	-	384
December 2015	-	4	-	25	129	195	-	352
Unknown	-	-	-	32	118	172	-	322
Total	153	8,690	6,138	21,657	3,839	2,762	9	43,246

Exhibit F17-19

**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

We provide the highest quality education to enable all students to make positive life choices, strengthen our community, and successfully participate in a diverse and global society.

We provide excellent learning and teaching experiences; safe, student-centered learning environments; and support for all students and employees. We develop and maintain productive community partnerships and individual and collective accountability.

MEETING OF
October 6, 2010

Recommendation:

The Board conducts the hearing in compliance with the Education Code of the State of California.

Fiscal Impact:

None

* **F.2 Adoption of Resolution No. 26-1011: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2010-2011**

Comment:

The proposed resolution is required under Education Code Section 60119 in order for the District to allocate funding from any state sources for the purchase of instructional materials.

In addition to the proposed resolution, the board is being asked to verify continued approval of the accompanying list of currently adopted texts for the District. Prior to adopting this resolution, the Board will hold a public hearing to discuss textbook sufficiency for all district schools.

Recommendation:

Approve Resolution No. 26-1011: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2010-2011

Fiscal Impact:

None

* **F.3 Pinole Valley High School Reconstruction Site Master Plan and Architectural Services Contract**

Comment:

The Board has previously approved an updated educational programming and master planning process for the reconstruction of Pinole Valley High School in the spring of 2010. WLC Architects was awarded a contract for this phase of services. At this time they have completed work on the educational programming and updated master plan after a series of meetings with the Site Committee. The Site Committee, led by Principal Sue Kahn, has included teachers, staff, parents, community members, and members of the Pinole City Council. The site reconstruction Master Plan has also been reviewed in draft form with the City Council at a meeting in May 2010.

In addition, the architects and the District have met and reviewed the project parameters, including phasing options. The preferred option for the work is construction of a full new campus for the site at the location of the existing campus. The District has also completed a cost estimate which will provide a basis for the District to include within the 2010 Facilities Master Plan.

The architects have prepared a presentation for the Board and community.

At this time it is appropriate to proceed to the next level and authorize preparation of construction documents for the project. This will allow the District to begin design on this signature project of the Measure D 2010 Bond.

Recommendation:

Approve Master Plan and authorize the District to negotiate a full Architectural Services Contract with WLC Architects for the reconstruction of Pinole Valley High School.

Fiscal Impact:

\$120,000,000. Total Project Budget. Funded from the Measure D 2010 Bond

G. DISCUSSION ITEMS*** G.1 Alvarado Unity High Charter School**Comment:

Alvarado Unity High Charter School submitted a petition to West Contra Costa Unified School District (WCCUSD) on September 9, 2010 to establish an independent charter school. Pursuant to the Charter School Act of 1992 (the “Act”), Education Code Section 47600 et seq., the Legislature has charged local school boards with the responsibility of reviewing and acting on petitions for charter schools.

Education Code section 47605(b) requires the Board, within 30 days of submission of the petition, to hold a public hearing to receive public comment on the Petition. That is the purpose of this agenda item.

The Act also requires the Board to either grant or deny the Petition within 60 days of submission. Staff and legal counsel are receiving and analyzing information related to the Petition, as well as the operation and potential effects of the proposed charter school, and will make a recommendation as to the petition at a subsequent board meeting.

Recommendation:

Public hearing only at this time

Fiscal Impact:

To be determined

*** G.2 Review of Board Policy 5145.7 – Sexual Harassment**Comment:

Board Policy 5145.7 has been brought forth for review and revision. The first stage of the process is to bring to the Board the Board Policy for first reading. At that time, the Board provides feedback and suggestions for revision. Next, policy will be distributed widely to the various stakeholder groups for feedback and input. The Superintendent’s Cabinet reviews the feedback and incorporates it into the various policies as appropriate. Once that has been completed, the policy section will come back to the Board for adoption. As the section is approved, the adopted/revised items become the policies of the Board of Education.

Recommendation:

For Review

Fiscal Impact:

None

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** October 6, 2010
From: Bill Fay **Agenda Item:** F.3
Associate Superintendent for Operations
Subject: Pinole Valley High School Reconstruction Site Master Plan and Architectural Services Contract

Background Information:

The Board has previously approved an updated educational programming and master planning process for the reconstruction of Pinole Valley High School in the spring of 2010. WLC Architects was awarded a contract for this phase of services. At this time they have completed work on the educational programming and updated master plan after a series of meetings with the Site Committee. The Site Committee, led by Principal Sue Kahn, has included teachers, staff, parents, community members, and members of the Pinole City Council. The site reconstruction Master Plan has also been reviewed in draft form with the City Council at a meeting in May 2010.

In addition, the architects and the District have met and reviewed the project parameters, including phasing options. The preferred option for the work is construction of a full new campus for the site at the location of the existing campus. The District has also completed a cost estimate which will provide a basis for the District to include within the 2010 Facilities Master Plan.

The architects have prepared a presentation for the Board and community.

At this time it is appropriate to proceed to the next level and authorize preparation of construction documents for the project. This will allow the District to begin design on this signature project of the Measure D 2010 Bond.

Recommendation:

Approve Master Plan and authorize the District to negotiate a full Architectural Services Contract with WLC Architects for the reconstruction of Pinole Valley High School.

Fiscal Impact: \$120,000,000. Total Project Budget. Funded from the Measure D 2010 Bond.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

rjk

**West Contra Costa Unified School District
Minutes of the Board of Education Meeting
Lovonya DeJean Middle School
3400 Macdonald Avenue
Richmond, CA 94805**

October 6, 2010

A. CLOSED SESSION

B. OPENING PROCEDURES

President Madeline Kronenberg called the meeting to order at 5:30 PM. The Board recessed into Closed Session. President Kronenberg called the Public Session to order at 6:31 PM.

B.1 Pledge of Allegiance

President Kronenberg led those in attendance in the pledge of allegiance.

B.2 Welcome and Meeting Procedures

President Kronenberg offered welcome to the public regarding the meeting.

B.3 Roll Call

Board Members Present: Madeline Kronenberg, Antonio Medrano, Charles Ramsey, Tony Thurmond arrived at 8:06 PM. Audrey Miles was absent due to illness.

Staff Present: Steve Collins, SELPA Director; Rosa Cornejo, Confidential Secretary; Otilia Espinosa, Interpreter; Bill Fay, Associate Superintendent for Operations; Luis Freese, Executive Director Maintenance and Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult; Bruce Harter, Superintendent; Josh Herrera, Electronics Technician; Harlan Kerr, Coordinator Educational Services; Linda Jackson, Executive Director; Sue Kahn, Principal, Pinole Valley High; Joe Mayes, Maintenance Manager; Marin Trujillo, Coordinator Community Engagement; Nia Rashidchi, Assistant Superintendent Educational Services; Ann Reinhausen, Assistant Superintendent Human Resources; Bill Savidge, District Engineering Officer

B.4 Presentation of Student Representative Suzanna Tran from El Cerrito High School

Ms. Tran provided a report of activities at El Cerrito High School.

B.5 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to expel six (6) students, suspending those expulsions for placement in the West Contra Costa Unified School District.

Motion: Mr. Ramsey moved approval of the expulsions and suspension for placement of six (6) students. Mr. Medrano seconded. Mr. Medrano, Mr. Ramsey, and President Kronenberg voted yes with no abstentions and Ms. Miles and Mr. Thurmond absent. Motion carried 3-0-0-2.

B.6 Agenda Review and Adoption

MOTION: Mr. Ramsey moved approval of the agenda. Mr. Medrano seconded. Mr. Medrano, Mr. Ramsey, Student Representative Suzanna Tran (advisory vote only) and President Kronenberg voted yes with no abstentions and Ms. Miles and Mr. Thurmond absent. Motion carried 3-0-0-2.

B.7 Minutes: September 15, 2010

MOTION: Mr. Ramsey moved approval the Minutes of September 15, 2010. Mr. Medrano seconded. Mr. Medrano, Mr. Ramsey, Student Representative Suzanna Tran (advisory vote only) and President Kronenberg voted yes with no abstentions and Ms. Miles and Mr. Thurmond absent. Motion carried 3-0-0-2.

C. BUSINESS ITEMS

C.1 Grants/Awards/Agreements

C.2 Acceptance of Donations

C.3 Approval of Fund-Raising Activities

C.4 Contracted Services

C.5 Adoption of Resolution No. 21-1011: Replacement of Outdated Warrant

- C.6 **Acceptance of Contracts for Placement of Student Teachers**
- C.7 **Notices of Completion: Bid D06075 Helms New Construction, J068233 Portola Middle School Temp Housing Underground Utilities and Site Work Phase I, J068236 Portola Middle School Temp Housing Underground Utilities and Site Work Phase II, J068243 Richmond College Prep Portable Building Utility Installation & Site Work, J068193 El Cerrito Portable Building Utility Removal & Misc Site Work, E068213 Crespi Exterior Gymnasium Wall Project, W068214 Coronado MP Demolition, E068225 Adams Paving & General Site Work**
- C.8 **Resolution No. 25-1011: Local Agency Investment Fund**
- C.9 **Certificated Personnel Changes**
- C.10 **Routine Personnel Changes – Classified**
- C.11 **Certificated Provisional Internship Permit (PIP) Request(s)**
- C.12 **Resolution No. 22-1011: Red Ribbon Week**
- C.13 **Clarification of Board’s Intention**
- C.14 **Resolution No. 24-1011: In Support of Efforts to Substantially Increase the Ability of Local School Districts to Deliver Content and Services Through the Use of Broadband Technology**
- C.15 **Citizens’ Bond Oversight Committee (CBOC) Appointment: Frank Borg representing Citizens Advisory Committee on Special Education (CAC)**
- C.16 **Ratification and Approval of Negotiated Change Orders**
- C.17 **Ratification and Approval of Engineering Services Contracts**
- C.18 **2010 Developer Fee Justification Study**
- C.19 **Chavez Elementary Window and Door Replacement Project Contract Award**
- C.20 **Verde Elementary School and Lupine Hills Elementary School Tile Wall Repairs Projects Contract Award**

MOTION: Mr. Ramsey moved approval of Consent Items C.1 – C.20. Mr. Medrano seconded. Mr. Medrano, Mr. Ramsey, Student Representative Suzanna Tran (advisory vote only) and President Kronenberg voted yes with no abstentions and Ms. Miles and Mr. Thurmond absent. Motion carried 3-0-0-2.

- C.21 **Recommendations from Citizens Bond Oversight Committee (“CBOC”) regarding the Annual Performance Audit**

Public Comment:
Anton Junger

Board Comment:
Mr. Ramsey asked for clarification of this item. Superintendent Harter clarified that the Board is being asked to accept the report from the CBOC.

MOTION: Mr. Ramsey moved approval of Consent Item C.21 Recommendations from Citizens Bond Oversight Committee (“CBOC”) regarding the Annual Performance Audit. Mr. Medrano seconded. Mr. Medrano, Mr. Ramsey, Student Representative Suzanna Tran (advisory vote only) and President Kronenberg voted yes with no abstentions and Ms. Miles and Mr. Thurmond absent. Motion carried 3-0-0-2.

D. AWARDS, RECOGNITIONS, AND REPORTS

- D.1 **Contra Costa County Teacher of the Year (TOY), Michele Lamons**
Ms. Radshidchi introduced Connor Miller and Lucas Brant, Pinole Valley High School students, to officially introduce Ms. Lamons. The Board and Cabinet members joined in recognition of Ms. Lamons. Ms. Lamons gave the speech she had given at the County Teacher of the Year Ceremony.

Public Comment:
None

Board Comment:
Mr. Ramsey commented on how Ms. Lamons has been a big part of the Ivy Connection and that he is thrilled that she is being recognized for her dedication, hard work and selflessness.
Mr. Medrano congratulated Ms. Lamons and wished her luck at the state level competition.
Ms. Kronenberg commended Ms. Lamons for her inspiration to students. She thanked her and wished Ms. Lamons luck in the state level competition.

D.2 Report on Volunteer Efforts in WCCUSD

Ms. Rashidchi introduced Marin Trujillo, Coordinator Community Engagement. Mr. Trujillo offered an update of volunteer efforts. He also provided a brief summary of volunteerism in the District.

Public Comment:

None

Board Comment:

President Kronenberg thanked Mr. Trujillo and recognized the growth of volunteers in the District.

D.3 Report on the Readiness and Emergency Management for Schools (REMS) Grant

Mr. Greer provided the Board with information on the REMS Grant and introduced Michael Wasilchin of Public Employees Union, Local One. He also recognized Mr. Freese and Dr. Abrego for their support.

Mr. Washilchin gave an overview of the components of the REMS Grant. He also gave a presentation on the grant's coordination, funding and program implementation.

Public Comment:

None

Board Comment:

Mr. Medrano asked Mr. Wasilchin whether the cities of San Pablo, Pinole and El Cerrito are expected to participate.

Mr. Washilchin responded that it will be collaborative effort.

Mr. Medrano asked about a sizeable earthquake knocking down the cell phone towers and landline communication.

Mr. Washilchin gave an explanation regarding a standardized response plan of communication centralized throughout local jurisdictions using existing emergency response applications.

Ms. Kronenberg asked how many other bay area districts received a similar grant.

Mr. Greer shared that only one other district in Solano County was also awarded the grant this year.

D.4 Standing Reports

Bayside Council of PTAs. Christina Slamon gave an update of Bayside Council's participation in the Reflections & Art program with this year's theme of "Together We Can."

Ivy League Connection. Mr. Ramsey spoke about the visit from University of San Francisco's admissions officer to Pinole Valley High School and how the event was successful. He also gave an update on Brown University's preplanning meeting to identify eight district students for a mentor program. Mr. Ramsey announced future visits of college admission officers to the district.

Facilities Subcommittee. Mr. Medrano gave an update from the last meeting where they addressed two action items. The Facilities Subcommittee approved the recommendation to rescind the decision to relocate Gompers and Leadership Public School at the Kennedy High School site and confirm a new project for Gompers / LPS campus at the Gompers site. The second action item was to approve the recommendation of the master plan for the reconstruction of Pinole Valley High School. He reported that the committee also discussed updates on bonds sales, Nystrom Elementary classroom modernization project status, El Cerrito High School Field project and Coronado Elementary School's reconstruction status.

Mr. Ramsey informed the public that the Board had taken action on the consent agenda to approve the clarification of item C.13 Clarification of the Board's Intention regarding the Gompers / LPS project.

Academic Subcommittee. Ms. Rashidchi gave an update from the September 28th meeting where the discussion focused on the District's new District Advisory Committee. Discussions were also focused on the Writer's Coach Program at El Cerrito High and Civic Pride Annual "Knowledge is Power" Youth Leadership Forum on October 9.

Safety Committee. Mr. Greer gave an update from the September 22 meeting where discussion included goals and objectives for the new year. Representatives from District middle and high schools discussed issues and concerns. Ms. Kronenberg commented on their discussion of best practices and safety, and how each site approaches it differently. She said the REMS Grant was also discussed.

Mr. Medrano announced the City of San Pablo Youth Services division has started a new series of meetings to discuss youth violence. The next meeting will be held October 7 at Helms Middle School.

Citizen's Budget Advisory Committee. Ms. Gamba gave an update from the last meeting where an overview of the unaudited actuals was reviewed. She said the next meeting is scheduled for October 28, 2010, 6:30 p.m. at Alvarado Adult School.

E. PUBLIC AND COMMITTEE COMMUNICATIONS
(Education Code 35145.5; Government Code 54950 et seq.)

E.1 Superintendent's Report
Superintendent Harter reported on activities in the District and in the community.

E.2 WCCUSD Public Comment

Public Comment:
Anton Junger, Mike Mahoney, Judi Jung

F. ACTION ITEMS

F.1 Public Hearing: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2010-2011
Ms. Rashidchi informed the Board that every District school has been checked for sufficiency and have met the State requirements for sufficiency in terms of "Williams". The District is 100% textbook sufficient with "Williams" requirements and Education Code 60119.

President Kronenberg opened the public hearing.

Public Comment:
Giorgio Cosentino

Board Comment:
None

President Kronenberg closed the public hearing.

F.2 Adoption of Resolution No. 26-1011: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2010-2011

Public Comment:
None

Board Comment:
None

MOTION: Mr. Ramsey moved approval of Adoption of Resolution No. 26-1011: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2010-2011. Mr. Medrano seconded. Mr. Medrano, Mr. Ramsey, Student Representative Suzanna Tran (advisory vote only) and President Kronenberg voted yes with no abstentions and with Ms. Miles and Mr. Thurmond absent. Motion carried 3-0-0-2.

F.3 Pinole Valley High School Reconstruction Site Master Plan and Architectural Services Contract
Mr. Savidge presented the Master Plan for the reconstruction of Pinole Valley High and Board approval. He introduced Sue Kahn, Pinole Valley High Principal, and Kevin MacQuarrie, WLC Architect. Ms. Khan gave a brief summary of the Site Committee meetings and announced the next meeting will be held next Wednesday at 5:00 p.m. at Pinole Valley High.

Mr. MacQuarrie presented the Master Plan for the reconstruction of Pinole Valley High School.

Public Comment:
None

Board Comment:

Mr. Ramsey recognized Jackie Bassman, the lead WLC architect for the Pinole Valley plan. Mr. Ramsey congratulated all parts of the District for showing willingness to cooperate and vote to improve other schools in the District.

Mr. Medrano said he was very pleased and excited with the progress.

Ms. Kronenberg said she had only two words; “promises kept”. She looks forward attending the ribbon cutting.

Mr. Thurmond arrived at 8:06 p.m. due to a work emergency.

MOTION: Mr. Ramsey moved approval of the Pinole Valley High School Reconstruction Site Master Plan and Architectural Services Contract. Mr. Medrano seconded. Mr. Medrano, Mr. Ramsey, Mr. Thurmond, Student Representative Suzanna Tran (advisory vote only) and President Kronenberg voted yes with no abstentions and Ms. Miles absent. Motion carried 4-0-0-1.

G. DISCUSSION ITEMS

G.1 Alvarado Unity High Charter School

Executive Director, Linda Jackson introduced Mr. Tsang, Executive Director of Unity High School and their Charter School petition. Mr. Tsang introduced Mr. Sam Brewer, Assistant Principal, and Daniel Zarazua, Social Studies Teacher, to present their charter school petition.

Public Comment:

None

Board Comment:

Mr. Ramsey commented on the lack of a facility plan. He recommended that they be comprehensive when they submit the petition.

Mr. Medrano asked about the population and ethnic makeup of Unity High School in Oakland. Mr. Tsang provided a response.

Mr. Thurmond asked about the timeline for opening a school in West Contra Costa Unified School District and about their estimated budget and fundraising. Mr. Tsang clarified the source of their budget. Mr. Thurmond expressed his concerns how some charters school applicants with have no ability to raise funds for themselves, and his desire to be transparent when the petition comes back for approval. Mr. Thurmond also asked about their advisory concept and how it is managed and funded. Mr. Zarazua offered further information. Mr. Thurmond said he would like to visit Unity High and learn more about the advisor process.

G.2 Review of Board Policy 5145.7 – Sexual Harassment

Mr. Greer provided the Board with an update on the District’s Sexual Harassment Policy.

Public Comment:

None

Board Comment:

None

G.3 Status Reports – Facilities Planning and Construction

Mr. Savidge gave a brief report on the facilities projects in the District.

Public Comment:

None

Board Comment:

Mr. Ramsey asked for an update of DeAnza’s misapplication of the coating. Mr. Savidge responded. He also asked for clarification of the agreement with the City of Pinole for the Pinole Middle School field project. Mr. Savidge clarified. Mr. Ramsey asked about the budget for the bathroom project and how many projects will be completed. Mr. Savidge provided information.

Mr. Medrano had questions about the position of the fencing at Richmond High School. Mr. Savidge clarified.

Ms. Kronenberg asked for clarification regarding the new cafeteria at DeAnza High School. Mr. Savidge responded.

H. UNFINISHED REQUESTS TO ADDRESS THE BOARD (continued from Item E)

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Medrano shared what he learned at the California Latino School Board Association meeting he recently attended in Los Angeles. He provided information on ESL student placement in ESL classes in high school as well as placement in regular English classes. He said he will provide copies of the documentation he received to share with the Board members.

Mr. Thurmond announced that the Youth Commission will meet October 11, 2010, 6:00 p.m. at the RYSE Center in Richmond. He also announced Safety Committee will meet at Richmond High School this month to review the progress with the fencing, lighting and cameras. The meeting will take place October 27, 2010, 6:00 at Richmond High School.

Ms. Kronenberg thanked everyone for the prompt response regarding the DeAnza High School fire. She said she is proud of the model response and applauded everyone and the community. She reminded the audience of the importance of Measure M and joining the support efforts.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – October 20, 2010

K. ADJOURNMENT

President Kronenberg adjourned the meeting at 8:49 PM.

Motion vote count order: Yes-No-Abstain-Absent

BH:rc

<p style="text-align: center;"><u>AAM</u> Approved 10-20-10</p>

Exhibit F17-20

**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

We provide the highest quality education to enable all students to make positive life choices, strengthen our community, and successfully participate in a diverse and global society.

We provide excellent learning and teaching experiences; safe, student-centered learning environments; and support for all students and employees. We develop and maintain productive community partnerships and individual and collective accountability.

**MEETING OF
December 8, 2010**

***CI C.12 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of change orders on the following current District construction projects: Ford Elementary New Campus; Dover Elementary New Campus; Grant Elementary Emergency Repair Program Renovations; Richmond College Prep Modularity; Nystrom Elementary New Multipurpose Building; King Elementary New Campus; Richmond HS Emergency Repair Project; and, Pinole Middle School Main Building Renovations. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$367,603.38

***CI C.13 Pinole Valley High School Architectural Services Contract**

Comment:

At the meeting of October 6, 2010, the Board approved the Master Plan for the Reconstruction of Pinole Valley High School. This project has the strong support of the school and the City of Pinole. The plan has been presented to the city council and in a recent community meeting to project neighbors. The Board has previously authorized Master Planning services for WLC Architects as a part of the Measure J Bond program. WLC Architects has recently been reconfirmed as a qualified architectural firm for Measure D 2010 projects. It is recommended that WLC Architects be approved as the architect of record for this project.

At this time it is appropriate to proceed with the project and authorize preparation of full construction documents and construction administration services. This will allow the District to be ready for construction at the site beginning in 2013, in accordance with the preliminary project schedule approved as a part of the Master Plan.

The fee for architectural services is inclusive of phased construction. It includes document packages and construction phase services for five project increments: Temporary Housing Campus Utilities and Buildings; Demolition of Existing Campus; New Campus Construction; Removal of Temporary Campus; and Sports Fields, Parking and Courts. The proposed fee totals approximately 9% of the total construction cost of the project and is within the guidelines of the District for this time of project.

Recommendation:

Authorize Architectural Services Contract to WLC Architects.

Fiscal Services:

\$8,451,539. Funded from the Measure J Bonds.

West Contra Costa Unified School District
 1108 Bissell Avenue
 Richmond, California 94801
 Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** December 8, 2010
From: Bill Fay **Agenda Item:** CI C.13
 Associate Superintendent for Operations
Subject: Pinole Valley High School Architectural Services Contract

Background Information:

At the meeting of October 6, 2010, the Board approved the Master Plan for the Reconstruction of Pinole Valley High School. This project has the strong support of the school and the City of Pinole. The plan has been presented to the city council and in a recent community meeting to project neighbors. The Board has previously authorized Master Planning services for WLC Architects as a part of the Measure J Bond program. WLC Architects has recently been reconfirmed as a qualified architectural firm for Measure D 2010 projects. It is recommended that WLC Architects be approved as the architect of record for this project.

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Recommendation:

Authorize Architectural Services Contract to WLC Architects.

Fiscal Impact: \$8,451,539. Funded from the Measure J Bonds.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

rjk

**West Contra Costa Unified School District
Minutes of the Board of Education Meeting
Lovonya DeJean Middle School
3400 Macdonald Avenue
Richmond, CA 94805**

December 8, 2010

A. CLOSED SESSION

B. OPENING PROCEDURES

President Madeline Kronenberg called the meeting to order at 5:30 PM. The Board recessed into Closed Session. President Kronenberg called the Public Session to order at 6:44 PM.

B.1 Swearing in of Board Members

Judge Henry Ramsey administered the oath of office for the newly elected board member, Elaine Merriweather, and for Madeline Kronenberg and Charles Ramsey, who were re-elected.

B.2 Pledge of Allegiance

President Kronenberg led those in attendance in the pledge of allegiance.

B.3 Welcome and Meeting Procedures

President Kronenberg offered welcome to the public regarding the meeting.

B.4 Annual Organization Meeting

President Kronenberg asked interested members to tell the Board why he/she is interested in serving as President. Mr. Ramsey and Mr. Medrano provided a brief synopsis of their interest and background skills.

Election of President

Motion: Mr. Ramsey placed his name in nomination to serve as President of the Board for the 2011 year. A roll call vote was taken with Ms. Kronenberg, Ms. Merriweather, Mr. Ramsey, Mr. Thurmond voting yes and Mr. Medrano voting no, with no abstentions and no absences. Motion carried 4-1-0-0.

Mr. Ramsey assumed the seat of President of the Board and presided over the remainder of the meeting. President Ramsey called for nominations for the Clerk of the Board.

Election of Clerk

Mr. Medrano and Ms. Kronenberg each put forth their names to serve as Clerk of the Board.

Motion: President Ramsey called for a roll call vote for the names submitted for Clerk of the Board beginning with Ms. Kronenberg. A roll call vote was taken with Ms. Kronenberg, Ms. Merriweather, Mr. Thurmond and President Ramsey voting yes and Mr. Medrano voting no, with no abstentions and no absences. Motion carried 4-1-0-0.

Ms. Kronenberg assumed the seat for Clerk of the Board.

Approval of Procedural Matters

Motion: Mr. Thurmond moved to approve the President of the Board to sign documents, and the Clerk to sign in the absence of the President. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

Motion: Mr. Medrano moved to affirm the previously adopted schedule of regular meetings for 2010-2011. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

Motion: Mr. Medrano moved to affirm the proposed schedule of regular meetings adopting additional meetings for 2011. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

Motion: Mr. Medrano moved approval to establish a Board Calendar with the addition of a retreat date, when determined. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

President Ramsey recommended tabling the appointments for committees to a future meeting in order to allow members to contact him with their preferences for committee participation. President Ramsey will make the appropriate appointments in January.

Motion: Mr. Medrano moved approval of President Ramsey making committee appointments at a January meeting. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.5 Roll Call

Board Members Present: Madeline Kronenberg, Antonio Medrano, Elaine Merriweather, Charles Ramsey, Tony Thurmond

Staff Present: Waheed Balogun, Director Facilities and Construction; André Bell, Executive Director Bonds/Capital Projects; Steve Collins, SELPA Director; Lisa Erwin, Executive Director Business Services; Otilia Espinoza, Interpreter; Bill Fay, Associate Superintendent Operations; Luis Freese, Executive Director Maintenance and Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Linda Jackson, Executive Director; Nicole Joyner, Assessment/Student Attendance; Brenda King-Randle, Coordinator School To Career; Joe Mayes, Maintenance Manager; Ken McDaniel, Maintenance Supervisor; Tashaka Merriweather, Coordinator Families in Transition; Lyn Potter, Director Categorical & Instructional Support Services; Ann Reinhamen, Assistant Superintendent Human Resources; Marin Trujillo, Coordinator Community Engagement

B.6 Presentation of Student Board Representative from Richmond High School

Ms. Selene Calderon provided a report of activities at Richmond High School.

B.7 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the action taken in Closed Session regarding the recommendations of December 8, 2010 for expulsion cases #001, #002 and #003.

Motion: Mr. Medrano moved to ratify the action taken in Closed Session regarding the recommendations of December 8, 2010 for expulsion cases #001, #002 and #003. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather and President Ramsey voted yes, with Mr. Thurmond abstaining, and no absences. Motion carried 4-0-1-0.

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to withdraw a Notice of Intent to Dismiss against a certificated employee.

Motion: Mr. Medrano moved to ratify the vote taken in Closed Session to withdraw a Notice of Intent to Dismiss against a certificated employee. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, no abstentions and no absences. Motion carried 5-0-0-0.

B.8 Agenda Review and Adoption

Public Comment:

Al Kirkman

MOTION: Mr. Medrano moved approval of the agenda with the moving of items G.1 and G. 2 to follow the Consent Items. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Representative Selene Calderon (advisory vote only) and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

B.9 Minutes: November 17, 2010

MOTION: Ms. Kronenberg moved approval the Minutes of November 17, 2010. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Thurmond, Student Representative Selene Calderon (advisory vote only) and President Ramsey voted yes, with Ms. Merriweather abstaining and no absences. Motion carried 4-0-1-0.

C. BUSINESS ITEMS

- *CI C.1 Acceptance of Grants/Awards/Agreements
- *CI C.2 Acceptance of Donations
- *CI C.3 Approval of Fund Raising Activities
- *CI C.4 Summary of Payroll Warrant Reports
- *CI C.5 Adoption of Retiree Benefit (CalPERS) Resolutions No. 35-1011; 36-1011; 37-1011; 38-1011; and 39-1011
- *CI C.6 Certificated Board Authorization - Education Code 44258
- *CI C.7 Routine Personnel Changes - Certificated
- *CI C.8 Routine Personal Changes - Classified
- *CI C.9 Certificated Provisional Internship Permit (PIP) Request(s)
- *CI C.10 Approval of the Following Reclassification and New Job Descriptions: Procurement and Training Technician, Disaster Preparedness/Safety Coordinator
- *CI C.11 Ratification and Approval of Engineering Services Contracts
- *CI C.12 Ratification and Approval of Negotiated Change Orders
- *CI C.13 Pinole Valley High School Architectural Services Contract
- *CI C.14 Approval of Contract for Furniture, Setup and Installation at M.L. King Elementary School
- *CI C.15 Resolution No. 40-1011: Authorizing Repairs to Fire Damage at DeAnza High School Without Competitive Bidding
- *CI C.16 Citizens' Bond Oversight Committee (CBOC) Appointment: Charlene Raines Appointed by Board Member Ramsey
Mr. Fay read the following into the record:
Ms. Raines replaces Adrienne Harris whom Mr. Ramsey had appointed. Ms. Harris is unable to serve on the CBOC since she is an occasional substitute teacher in the West Contra Costa Unified School District.
- *CI C.17 Citizens' Bond Oversight Committee (CBOC) Appointment: Brant Fetter Appointed by the Superintendent
President asked Mr. Brant Fetter to share about his background in relation to this appointment.
- *CI C.18 Resolution No. 34-1011: Certificate of Signatures
- *CI C.19 LEA Plan Implementation with Napa/Solano/Contra Costa County Educational Collaborative
- *CI C.20 Approval of Resolution No. 33-1011 in Support of Full State Funding of County Mental Health Services for Children with Disabilities (AB 3632)

MOTION: Mr. Medrano moved approval of Consent Items C.1 – C.20. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Representative Selene Calderon (advisory vote only) and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0

G.1 Student Reassignment for Lake and Shannon Elementary Schools

Superintendent Harter provided background information regarding the proposed student reassignments for Lake and Shannon Elementary Schools. Enlarged maps were available at the back of the room for public view. This item provided opportunity for discussion by the Board with action planned for January. Superintendent Harter spoke about the proposed changes in attendance areas for Lake students to transition to Bayview, Highland or Dover Elementary schools as well as for Shannon students to transition to Collins, Tara Hills or Montalvin Manor Elementary schools. He recommended that transfer preferences for affected students have priority. Changes will be effective for the 2011-12 school year.

President Ramsey recognized San Pablo Council Member Paul Morris in the audience.

Public Comment:

Eric Swabeck, Patricia Ponce, Patty McGoldrick, Kristyn Jones, Shelby Chapel, Margaret Browne, Alejandro Navarro

Board Comment:

Mr. Medrano commented that there will be more understanding following the presentation of the First Interim Report. He further commented about the difficult financial situation of the State, the District and the City of San Pablo. Mr. Thurmond thanked the speakers for their contribution and acknowledged the City of San Pablo's contribution over the last two years that has allowed Lake School to remain open. Mr. Thurmond asked questions about giving families more detailed notice about the redistricting of their children. Superintendent Harter responded that each family will receive individual notice as well as be invited to participate in a transition plan for students to visit their new schools for the 2011-2012 school year, as well as information about preference for transfer requests. Ms. Kronenberg spoke about the difficult situation and asked families to take a look at the boundaries. She added that without the required funding the Board will have to adopt the proposal. Ms. Merriweather asked questions about the public comment regarding Pinole students attending schools in their area. Superintendent Harter offered clarification. President Ramsey thanked everyone for participating in this discussion and invited them to return January 5, 2011 when the Board would take action.

G.2 Shining Crescent Charter School, K-8

Ms. Linda Jackson, District Liaison to Charter Schools, presented the proposal submitted by Shining Crescent Charter School for an independent charter school. She said that the District is required to act within 60 days to present and discuss its findings. She informed the Board that Shining Crescent has agreed to extend that period due to the winter recess and holidays.

Mr. Jawaid Ijaz, President, provided a presentation regarding the charter school proposal for Shining Crescent Charter School.

Public Comment:

Feryaal Zahir, Moin Ahmed, Fayza Ayyad, Adel Somaha, Firas Jandali

Board Comment

Mr. Medrano said he is excited to hear about residents in the U.S. learning languages other than English. He wished the group luck with their endeavor.

Mr. Thurmond commended the planners for the concept of blending academic rigor with language and sciences. He asked questions about budget, financial planning and fund raising. Mr. Ijaz responded with information for clarification. Mr. Thurmond further asked about staffing and teaching methodology of eastern cultures. Mr. Ijaz responded that proper staff would be hired and spoke about student respect for teachers and staff. Mr. Thurmond asked about the organization's annual budget and information about the teacher student ratio. Mr. Ijaz responded. Ms. Kronenberg asked about the longer school day, as well as professional development. She also spoke about the purpose of charter schools in California. Mr. Ijaz responded. President Ramsey thanked the group for making their presentation.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Standing Reports

Bayside Councils PTA. Laura Ramos, President, announced the Reflections in Art contest winners from District schools. She also announced that the winners will move forward for competition at the PTA 32nd district level. She also asked how the public might see the results of the recent Pinole Valley WASC accreditation.

Citizens' Bond Oversight Committee. Robert Studdiford announced the next meeting scheduled for Wednesday, December 15th at 6:00 p.m. at Facilities Operations Center.

Academic Subcommittee. Ms. Kronenberg spoke about the last meeting where discussion included school site plans (SPSA's) and a presentation on math proficiency.

Community Budget. Ms. Gamba reviewed the last meeting where the agenda included revenue limits and examination of the latest information from the legislative analysis' office. She announced a series of community meetings at the end of January 2011. She said that the next meeting will be held in conjunction with the three January community meetings.

Ivy League Connection. Ms. Calderon spoke about the Brown mentorship program, help with the application process and relationship building. She said she is very happy and will communicate more with her mentor through

her senior year. Mr. Ramsey spoke about the selection process for the upcoming Ivy League Connection summer programs. Ms. Kronenberg spoke about her recent visit to Vanderbilt University in Nashville while attending a Linked Learning conference there.

Ms. Calderon left the meeting at 8:53 p.m.

Linked Learning. Mr. Medrano said that he attended the recent national conference in Nashville where he learned that the academies there have an advisory board comprised of local professionals. He said he was impressed with the rigor of their academies. He also spoke about recent linked learning meetings held in the Bay Area.

Safety Committee. Mr. Thurmond spoke about the recent meeting at Gompers where graffiti's impact on schools was discussed. He said that the next meeting will be held at Hercules Middle High School, 6:00 p.m., January 26, 2011 where discussion will include a graffiti diversion program.

Youth Commission. Mr. Thurmond announced the next meeting scheduled for Monday, December 13, 2010, 6:30 at the RYSE Center.

D.2 In Memory of Members of the School Community

Superintendent recognized contributions of members of the community who have passed away.

E. PUBLIC AND COMMITTEE COMMUNICATIONS

(Education Code 35145.5; Government Code 54950 et seq.)

E.1 Superintendent's Report

Superintendent Harter presented Ms. Kronenberg with a plaque to commemorate her term as president. She spoke about the honor of serving and the commitment of the staff of the District, saying she is energized to recommit herself to another term with the Board.

Superintendent Harter reported on activities in the District.

E.2 WCCUSD Public Comment

Public Comment:

Al Kirkman, Robert Studdiford, Laura Ramos, Patty McGoldrick, Shelby Chapel

F. ACTION ITEMS

F.1 First Interim Report, 2010-2011

Ms. Gamba presented information about the First Interim Financial Report to be submitted to the County Office of Education and to the State, recommending adoption of the report with a positive certification.

Public Comment:

None

Board Comment:

Mr. Thurmond asked about anticipated new expenses for mental health services and how the services are to be delivered. Mr. Collins responded with information about the components to AB3632; counseling services provided at the school site, the day treatment component of services provided at Le Cheim School with county support, and residential component services.

Ms. Merriweather asked questions about the federal jobs bill money owed to the District and use of AARA funds.

Ms. Gamba responded for clarification.

Mr. Medrano asked about vacant properties, property maintenance and reduced property values. Ms. Gamba said that she recommended the Board continue to look at the issues of vacant property and the costs for insurance, vandalism, upkeep, and offsetting those costs.

President Ramsey said he struggled to adopt a policy to sell district property at a record low values. Ms. Gamba responded that the report does not indicate a commitment to a school land sale. She asked the Board to consider a revenue neutral concept regarding vacant property as part of the budget discussion. She hoped that the Board recognized that not having a plan in place will continue to cost the District money to maintain vacant sites.

Ms. Kronenberg spoke about the Board discussing rather than committing to disposal of property.

Mr. Thurmond asked about making an acceptable revision to the report indicating that the Board consider, but not be obligated for, the disposal or sale of property.

President Ramsey agreed with the recommendation to revise the language to indicate that the Board can facilitate planning.

Mr. Medrano recommended discussion for future consideration.

President Ramsey asked Superintendent Harter about the rationale for staff and the Trustee encouraging the Board to consider disposal of property. Superintendent Harter responded and asked the Board give staff direction so that vacant property is not a financial drain to the District.

President Ramsey recalled the history of closed schools reopening and rejuvenating their community.

Further discussion was held.

Ms. Gamba said that this is an important conversation to have from a fiscal stand point in order to avoid continued costs, with plans for some use of the property and cost containment.

Ms. Merriweather asked about the upcoming community meetings, plans for the presentation, and reaching out to the community to demonstrate how the budget works. Ms. Gamba responded for clarification.

President Ramsey asked questions about GASB rates. Ms. Gamba responded.

MOTION: Ms. Thurmond moved approval of the First Interim Report, 2010-2011 with the striking of language regarding accelerating planning for disposal of properties. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

F.2 Single Plans for Student Achievement (SPSAs)

Ms. Potter, Director Categorical & Instructional Support Services, presented information regarding the Single Plans for Student Achievement and acknowledged the amount of work that goes into the development of the plans by school site councils and the English learner advisory committee. She introduced Principal Julian Szot, Principal Denise VanHook, and Instructional Specialist Jennifer Bender to give insight of their respective schools' plans.

Public Comment:

None

Board Comment:

Mr. Medrano asked about any impact on the academies and any changes in the perception of safety following the installation of fencing and cameras at Richmond High. Ms. Bender responded.

Mr. Thurmond asked how the plans become known to school community as a useful tool. Ms. Potter responded that this has been one of the evolving challenges with increased focus in conversations and involvement of school site councils, with more engagement by teachers and the parent community.

Mr. Thurmond asked whether there is a component allowing for creating individualized plans for students. Ms. Potter responded that the crux of the plan is focused on individual use and that certain sections allow focus on learning needs of core groups and individual students at grade level.

Ms. Kronenberg had questions about the section on system wide barriers. Ms. Potter responded that requests are pulled out and categorized to determine hot spot areas by site and possible resources outside the District.

President Ramsey said he is interested in the Mira Vista transition with the addition of the sixth grade.

MOTION: Mr. Medrano moved approval of the Single Plans for Student Achievement (SPSAs). Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

F.3 Call for Nominations for California School Boards Association (CSBA) Delegate Assembly

Public Comment:

None

Board Comment:

None

MOTION: Mr. Thurmond moved approval of the nomination of Board Member Medrano to run for the for California School Boards Association (CSBA) Delegate Assembly. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

G. DISCUSSION ITEMS

G.1 Student Reassignment for Lake and Shannon Elementary Schools

This item was moved to follow the Consent Items.

G.2 Shining Crescent Charter School, K-8

This item was moved to follow Consent Items.

H. UNFINISHED REQUESTS TO ADDRESS THE BOARD (continued from Item E)

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Ms. Merriweather said she is excited to be a part of the Board and looked forward to working with each of the Board members.

Mr. Thurmond welcomed Ms. Merriweather and acknowledged Ms. Kronenberg and Mr. Medrano for their leadership over the past year. He also welcomed Mr. Ramsey as President and his leadership. Mr. Thurmond brought to the attention of the Board a typographical error in the previously approved meeting dates. It was determined that a correction to this item would be brought back for approval at the January 5, 2011 meeting.

Ms. Kronenberg welcomed Ms. Merriweather and wished the audience a safe and wonderful holiday season.

President Ramsey spoke of the recent death of Elizabeth Edwards and commented on her resilience and positive thinking during difficult times in her life as she looked forward to a better day. He congratulated Ms. Merriweather and Ms. Kronenberg for their victories on election day,

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – January 5, 2011

K. ADJOURNMENT

President Ramsey adjourned the meeting at 10:24 P.M.

Motion vote count order: Yes-No-Abstain-Absent

BH:dh

<p><u>MK</u> Approved 1-5-11</p>

Exhibit F17-21

Pinole Valley High School (PVHS) Project Update



PVHS New Campus Project Update

- Lathrop received their notice to proceed effective June 15, 2016: Scheduled completion December 2018
- Lathrop began mobilizing onsite June 17, 2016

Exhibit F17-22



Application Summary

Office ID:01 **Application #:**113561 **File #:**7-H7

Project Name:Pinole Valley High School-West Contra Costa Usd

Project Scope:Construction of 1-Classroom/Admin Building (C), Classroom Building (D), 1-Gymnasium Building (E), 1-Performing Art/Cafeteria Building (A), Library/Admin Building (B), 4-Canopies

Address:2900 Pinole Valley Rd.

City:Pinole **Zip:**94564

PTN #:61796-189 **OPSC #:** **# Of Incr:**0

Project Type:SCHOOL (K-12) **Project Class:**Class 1 **Special Type:**NA

Estimated Amt:\$82,430,670.00 **Contracted Amt:**\$0.00 **Change Order Amt:**\$0.00

Adj Est.Date#1: **Adj Est.Amt#1:**\$0.00 **Final Project Cost:**\$0.00

Adj Est.Date#2: **Adj Est.Amt#2:**\$0.00 **Received Date:**8/6/2013

Appr. Date:10/30/2015 **Appr. Ext. Date:** **Closed Date:**

Incomplete Submittal **Complete Submittal Received Date:**10/15/2013

SB 575

New Campus **Modernization**

Required	<input type="checkbox"/>	Auto Fire Detection	<input type="checkbox"/>	Sprinkler System
Included In Plan	<input type="checkbox"/>			

Required review services

<input checked="" type="checkbox"/> Access Compliance	<input checked="" type="checkbox"/> Fire & Life Safety	<input type="checkbox"/> HPS
<input checked="" type="checkbox"/> Structural Safety	<input checked="" type="checkbox"/> Field Review	<input type="checkbox"/> CGS Review

Special review type

<input type="checkbox"/> Class.S Reduction	<input type="checkbox"/> Concurrent Review	<input type="checkbox"/> Incremental Review
<input type="checkbox"/> Over the Counter		

Energy Efficiency

- The Plan meet Title 24 Energy Requirements
- Project's new construction exceeds Title 24 by 0 %
- Project's modernization exceeds Title 24 by 0 %

Climate
Zone: 0
HPI:
Energy
Notes:

Project's Sq.footage:0
HPI Points:

EPR Approved Date:
HPI Hours:

Received 8/1/13 with incorrect fee amount. Resolved 8/6/13. Project marked incomplete 8/23/13 w/email to WLC due to poor documents, printing problems. Restarted intake upon receipt of new drawings on Client's 9/5. 10/2 project sent to bins with the understanding that certain structural items will be completed by Notes: Oct. 15th per Lian's discussion w/SEOR. Discussion was confirmed by email from Michael Terry of AOR/WLC. Additional items finished 10/15/13. **6 mo backcheck extension granted on 12/23/2014 (LT)

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Exhibit F17-23



Service Review Status

Office ID:01

Application #:113561

File #:7-H7

Project Name:Pinole Valley High School-West Contra Costa Usd

Reviewing Office: **Stamped Date:**

Services	Plan Reviewer	Actual Start Date	Anticipated Finish	Finish Date	Status %	Returned Date	Back Check Reviewer	Start Date	Finish Date	Status %
Access Compliance	Mcfarland, Janet	11/7/2013	11/22/2013	9/10/2015	85	9/10/2015	Mcfarland, Janet	09/23/2015	10/29/2015	15
Fire & Life Safety	Martin, Donald	10/9/2013	3/14/2014	2/3/2014	85		Cadotte, Raul	9/1/2015	10/29/2015	15
Structural Safety	Kwan, Allen	11/18/2013	5/30/2014	6/4/2014	85	6/20/2014	Mui, Dan	8/18/2015	10/30/2015	15
	Fang, William	11/18/2013	5/30/2014	6/2/2014	85	6/20/2014	Fang, William	8/27/2015	10/30/2015	15

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Exhibit F17-24

Pinole Valley High School (PVHS) Project Status



PVHS Project Overview

- **Project Efforts** **2010 - present**
 - Design Concept Development with Site, Community
 - Traffic Impact Assessments and Coordination with City of Pinole
 - Hillside Evaluation and Design Efforts
 - Phasing Development & Coordination (5 Major Phases)
 - Offsite Projects (Parking, Ball Field Improvements)
- **Building Size** **268,000 SF**
- **Student Capacity** **1,600**

PVHS Project Phase Status

Phase

Detention Basin

Temp Housing

(E) Campus Demo

Hillside Reconstruction

(N) Campus Construction

Completed Summer 2014

Completed Summer 2014

Completion Summer 2015

Completion Fall 2015

Completion Fall 2018

Remaining Phases: Pinole Valley Road
Improvements, Temp Housing Demo, Sports
Fields/Courts

PVHS Scheduled Tasks

Constructability & District Reviews	January – June 2015
Cost/Budget Reconciliation	June/July 2015
DSA Back-check/Stamp-out	Q4 2015
Project Bid Period	Q4 2015
Construction Start	Q1 2016
Buildings Occupied	Fall 2018

PVHS Budget Considerations

<u>Phase</u>	<u>Construction Cost/Estimate</u>
Detention Basin (Spring 2014)	\$3,121,600
Temp Housing, including offsite improvements (Summer 2014)	\$7,479,200
Hillside Reconstruction (Winter 2015)	\$1,890,800
(E) Campus Demolition (Winter/Spring 2015)	\$1,722,600
(N) Campus Construction & PV Road Improvements (BOE – 06/19/13)	\$104,234,610
Remaining Phases: Temp Housing Demolition, <u>Sports Fields/Courts</u>	<u>(Budget) \$18,300,000</u>
Total (Construction)	\$136,748,810
Supporting Costs (25% Project Cost)	\$45,151,190
Board Approved Budget (February 6, 2013)	\$181,900,000₅

PVHS Budget – New Campus

Soft Costs	Cost/Budget	
Surveys and Reports	\$413,700	Thornton Tomasetti, Mercurial (OPSC seismic State fund eligibility)
Geotechnical Reports	\$93,300	Kleinfelder (survey, analysis, seismic fault investigation)
Other Design Cost	\$492,028	CHPS commissioning, waterproofing, constructability review, estimating
Program Management	\$2,978,132	SGI - Planning, schedule/budget mgt., contracts/invoices, document management
Design Manager	\$1,489,066	SGI - Project scope/budget management, meetings, consultant & district coord'n, bid structure
Specialty Consultants	\$342,520	Commission'g - Solar, PV Road Design, Security
Reproduction Costs	\$30,000	BPX (Budget - \$14K Actual through March 2015)
DSA Plan Check	\$610,585	(Basis - Construction Budget: \$104,234,610)
A/E Design & Bid	\$8,957,442	WLC (Contract portion through Amendment #4)
A/E CA & Close-out	\$3,838,904	WLC (Contract portion through Amendment #4)
Construction Management	\$3,000,000	SGI - Projected (32 Mos. - 1 Sr. CM, 1 CM, 1 Estimator/Scheduler, 1 Project Engineer)
DSA Inspector of Record	\$800,000	Projected (32 Months)
Testing & Materials	\$500,000	Projected (32 Months)
Move Services	\$100,000	Budget
Furniture	\$1,500,000	Budget (Reference: DAHS - \$1.2M, SGA - \$1.34M)
Technology	\$1,500,000	Budget - To be confirmed
Sub-Totals Soft Costs	\$26,645,676	<i>Total allocated: \$45,151,190 (~\$19.5M for other 5 phases/sub-phases)</i>
Hard Costs		
Construction Contingency	\$4,963,553	(5% Projected) - Change Orders during construction
Construction	\$99,271,057	Includes PV Rd. Improvements, Surveillance, etc.
Sub-Totals Hard Costs	\$104,234,610	Budget (06/19/13)
Soft Cost	\$26,645,676	20.4%
Hard Cost	\$104,234,610	79.6%
Total	\$130,880,286	

PVHS Next Steps

- Completion of Constructability & Stakeholder Review Process
- Cost/Budget/Scope Reconciliation
- DSA Back Check & Stampout
- Project Bid

Exhibit F17-25

Pinole Valley High School (PVHS) Budget Discussion & Project Recommendation



PVHS Bid Result, March 15, 2015

Bid	
Base Bid (No Unit Costs)	\$127,377,880
Alternate #1 (Contractor Insurance, no OCIP*)	<u>\$2,516,122</u>
Total (Base Bid + Alternate #1) – 6.07% above estimate range†	\$129,894,002

PVHS New Campus Possible Construction Cost Impacts

There are several possible contributors to the cost as bid in March 2016 exceeding the cost as estimated in June 2013, including:

- Escalation (3% – 5% / year)
- Extended Design, DSA approval schedule
- Contracting Environment
 - Labor force availability
 - Volume of Bay Area projects bidding and under construction
 - Impacts of downward market forces (last 4 – 5 years) on available contracting community
- Site size and access affecting contractor logistics (onsite storage & staging, sequencing of work, etc.)

PVHS Budget History

BOE Approved Project Budget - 2010	\$120,000,000
BOE Approved PVHS Technology Budget - 2010	900,000
BOE Approved PVHS FF&E Budget – 2010	1,000,000
Total BOE Approved Project Budget - 2010	\$121,900,000
<i>Budgeted Construction Cost (New Campus Phase)</i>	<i>\$84,600,000</i>

From 2010 through 2013, the project’s program was refined, community input incorporated, WCCUSD standards updated. The result was an adjustment to the project’s overall budget.

<i>Construction Cost (New Campus Phase), estimated June 2013</i>	<i>\$104,000,000</i>
BOE Approved Adjusted Project Budget - 2013	\$180,000,000
BOE Approved PVHS Technology Budget (No Adjustment)	900,000
BOE Approved PVHS FF&E Budget (No Adjustment)	1,000,000
Total BOE Approved Project Budget - 2013	\$181,900,000

PVHS Budget Distribution

BOE Approved Project Budget	\$181,900,000
Completed Supporting Costs & Construction Projects	(\$36,200,000)
Remaining Phases (Budgeted): Temp Housing Demo, Sports Fields/Courts (Supporting & Hard Costs)	(\$18,500,000)
Remaining Project Budget	\$127,200,000

Total Bid (6.07% above estimate range)	\$129,894,002
Change Order Budget (5%)	\$6,494,700
Surveillance Devices, AV Equipment Budget	<u>\$2,500,000</u>
Total Hard Cost Budget	\$138,888,702
Supporting Costs (During New Campus Construction)	<u>\$20,600,000</u>
Total Project Phase Budget	159,488,702
Additional Budget Required (w/o C.O.'s)	\$32,288,702

PVHS New Campus – Supporting Costs

Consultants Design & Bid Support Fees (Remaining) – **Contracted** \$875,000
 AOR Reimbursibles 150,000

Services During Construction	Projected
AOR Construction Admin. & Close Out – Contracted	\$3,838,904
Other Consultants (Construction Admin.) – Proposed	600,000
Construction Management – Proposed	2,800,000
Inspector of Record – RFP Pending	1,500,000
Testing & Inspection – RFP Pending	900,000
Waterproofing Consultant (Construction Admin.) – RFP Pending	150,000
SWPPP Consultant	100,000
Commissioning Consultant – Contracted	107,443
Photo-documentation – Proposed	150,000
Supporting Cost Contingency (10%)	1,100,000
Temporary Housing (Lease) – Contracted (\$600,000/year)	3,700,000
Technology	1,800,000
Fixtures, Furniture, & Equipment (FF&E)	2,300,000
Moving Services	750,000
TOTAL (Inclusive of Design & Bid Support Remaining Fees)	\$20,600,000

PVHS New Campus Alternatives for Consideration

Option A – Award as bid, increase project budget: \$32,300,000

- Increased budget will decrease available funding associated with the WCCUSD Long Range Facilities Master Plan by \$32.3M

Option B – Redesign project to 1,200 student capacity, and within existing budget:

- Reduce overall square footage
- Revise WCCUSD Standards (Preferred products, CHPS, etc.)
- Streamline Program Requirements
- Considerations:
 - Time for redesign and DSA approval, anticipated 12 – 24 months
 - Opportunity costs, anticipated (Escalation, portables lease, etc.) \$10M
 - Total reduction required with opportunity costs \$45.7M

Option C – Proceed with parts of scope and redesign remaining buildings

- Reduce classroom buildings student capacity, square footage
 - Revise classroom buildings standards and program, resulting in lower cost per square foot
- Potential \$14M savings

PVHS New Campus Recommendation Option A

Increase overall project budget: \$32,300,000

Award to lowest responsive, responsible bidder \$129,894,002

- Provides facilities and curriculum spaces necessary to support a high school program sooner than other options;
- Consistent with Board of Education direction on September 16, 2015 to proceed with the project as originally programmed and conceived;
- Preserves investment of design and associated costs for this phase, which approach \$15M

PVHS Anticipated Timeline

Budget Impact & Adjustment (FSC)	April 4, 2016
Award of Contract Approval (BOE)	April 13, 2016
DSA Approval of Addenda 1, 2, 4, 6, 7, 8 (Addenda 3 & 5 do not require DSA approval)	Pending
Notice to Proceed Issued (Target)	Upon DSA Approval of Add. 1, 2, 4, 6, 7, 8
Construction Schedule	30 months

Exhibit F17-26



Application Summary

Office ID:01

Application #:113872

File #:7-39

Project Name:Woodrow Wilson Es (wccusd)

Project Scope:Construction of 1-New school building, 1-Multi-Use Building, 1-Classroom Building, 1-Kindergarten Building, 1-Site Improvement

Address:629 42nd St

City:Richmond

Zip:94805

PTN #:61796-226

OPSC #:

Of Incr:0

Project Type:SCHOOL (K-12)

Project Class:Class 1

Special Type:NA

Estimated Amt:\$35,000,000.00

Contracted Amt:\$0.00

Change Order Amt:\$0.00

Adj Est.Date#1:

Adj Est.Amt#1:\$0.00

Final Project Cost:\$0.00

Adj Est.Date#2:

Adj Est.Amt#2:\$0.00

Received Date:12/31/2013

Appr. Date:

Appr. Ext. Date:

Closed Date:

Incomplete Submittal

Complete Submittal Received Date:3/17/2014

SB 575

New Campus

Modernization

Required

Auto Fire Detection

Sprinkler System

Included In Plan

Required review services

Access Compliance

Fire & Life Safety

HPS

Structural Safety

Field Review

CGS Review

Special review type

Class.S Reduction

Concurrent Review

Incremental Review

Over the Counter

Energy Efficiency

- The Plan meet Title 24 Energy Requirements
- Project's new construction exceeds Title 24 by 0 %
- Project's modernization exceeds Title 24 by 0 %

Climate
Zone: 0
HPI:
Energy
Notes:

Project's Sq.footage:0
HPI Points:0

EPR Approved Date:
HPI Hours:0

Client's
Notes: Incomplete due to architectural and structural items. kvd **SSS project dwgs, specs, calcs, etc. sent to Sacto for SSS plan review 4/8/2014 (D.Rooney)** Spoke with Andrew Butt and he said he prefer one SS reviewer than two & schedule not critical (SKD 4/11/14)

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Exhibit F17-27



Service Review Status

Office ID:01

Application #:113872

File #:7-39

Project Name:Woodrow Wilson Es (wccusd)

Reviewing Office: SACRAMENTO **Stamped Date:**

Services	Plan Reviewer	Actual Start Date	Anticipated Finish	Finish Date	Status %	Returned Date	Back Check Reviewer	Start Date	Finish Date	Status %
Access Compliance	Wen, Kris	4/3/2014	5/5/2014	4/25/2014	85	4/28/2014				0
Fire & Life Safety	Martin, Donald	3/25/2014	5/26/2014	5/16/2014	85					0
Structural Safety	Reynolds, Gary	4/30/2014	10/14/2014	10/2/2015	85	10/10/2014	Liloyan, Peter	8/25/2015	10/14/2015	10

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Exhibit F17-28



ARCHITECTS CLIENT FOCUSED. PASSION DRIVEN.

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: Pinole Valley High School New Campus **DATE:** 3/10/2014
CLIENT: West Contra Costa Unified School District **WLC PROJECT NO.:** 1019700.06
PH. NO.: (510) 307-4540 **FAX No.:** (510) 231-2406 **ASA No.:** 5

ADDITIONAL SERVICES DESCRIPTION:

As construction of the Pinole Valley High School (PVHS) first phases move forward and the main campus is in DSA, it is appropriate at this time to adjust our fees to reflect the current project expanded scope, increased budget, and extended project schedule. We are also offering the District the option of enhanced construction administration services by proposing to place a WLC project manager on site full time for the main campus construction.

1. Construction Administration Services and Scope Increase:

Pursuant to the direction of the West Contra Costa Unified School District (WCCUSD) Board of Education per (Attachment 1) agenda item No. C.14 dated September 19, 2012, bidding, construction administration, and closeout services in the amount of \$2,858,589 for the new Pinole Valley High School Phases III and V were removed from our contract (to allow WLC to be compensated for design of the increased scope and construction budget without changing our fees at that time) with the intent of adding the services back in.

Per the unprocessed Additional Service Authorization 3, (Attachment 2) dated September 10, 2012 fee calculation, a fee increase of \$2,858,621 was identified based on an estimated construction budget increase from \$84,641,487 to \$118,660,000. **It must be stated that at this point in the project, the final scope and construction phasing impacts were not fully defined.**

Subsequently, the Project Budget has increased to \$180 million and the Construction Budget has increased to \$134,375,168 due to the following:

- a. Project program, square footage, and scope increases.
- b. Ten (10) separate phase tasks.
- c. Nine (9) anticipated separate bid packages.

The new estimated construction cost has been generated per the PVHS – New Campus Cost Estimate Project Summary dated June 18, 2013 (Attachment 3) and as approved at the June 19, 2013 Board Meeting and confirmed at the February 11, 2014 Facilities Subcommittee meeting. The "PVHS Fee Calculation" spreadsheet (Attachment 4), dated September 16, 2013 recalculates the original fee as indicated in Exhibit "D" from our contract (Attachment 5) from \$8,451,539 to \$12,760,093 or an increase of \$4,308,554. The fee recommendations are summarized in the Fee Schedule table that follows.

Additional Services Authorization 5
Pinole Valley High School New Campus
Project 1019700.06
March 10, 2014
Page 2

2. Extended Project Schedule:

WLC signed this contract in September 2010 and started work November 2010 with an expected completion date of all phases of construction in mid 2016, or approximately **5.5 year project duration** as per Exhibit C of our contract (Attachment 6). This intended schedule is corroborated by the March 10, 2010 Meeting Minutes, Item No. 1, the May 19, 2010 Meeting Minutes Item No. 2, and the October 2010 PVHS Master Plan presentation to the Pinole City Council (all in Attachment 7). All of these meetings were attended by District representatives including Bill Fay, Associate Superintendent, Operations WCCUSD; and the schedule was represented by Bill Savidge, District Engineering Officer. The original contract duration also did not anticipate the Detention Basin or Hillside Stabilization phases nor the current extended nature of the project schedule.

By early 2012 the schedule began to be extended. As per the PVHS schedule dated January 18, 2012 (Attachment 8) the temporary campus was to be occupied by August 26, 2013, and construction on the new buildings was to begin February 17, 2014 and completed July 14, 2016. We are now a year behind the original schedule. At that point the last phase of construction was to be completed by December 2017, or an approximate **seven (7) year project duration**, extending the schedule two years.

Based on the most recent October 2013 schedule (Attachment 9), which we understand was heavily influenced by the bond program cash flow, the temporary campus is scheduled to be occupied by August 2014, and construction on the new buildings is to begin in July 2015 and be completed August 2018. The final Field House and fields phase is not currently scheduled to complete construction until April 2020, for a nearly **ten (10) year project duration**, which no one could have anticipated at the outset of the contract.

Please refer to the PVHS Project Schedule Comparison (Attachment 10) to see the detailed comparison between the original phases and project duration and the current phasing and project duration. What this schedule shows is that the WLC team, including consultants, is involved in multiple phase activities providing services to WCCUSD continuously for ten years to successfully complete the new PVHS project. It also shows the additional phases, subphases, and their durations. This schedule clearly shows the significant additional time and effort necessary to finish this project.

The additional four years of project duration shown in the most recent schedule, with no suspension of continuous services, has had and will continue to have a significant impact on our work effort, our consultants' work effort, and the fee expenditure, which needs to be compensated for. There is also a significant additional cost of living increase over this period of time (3% per year x 10 years = 30%), not accounted for in our contract.

WLC is requesting compensation of \$3,468,560 for the four years of the extended project schedule, and we are only including our key staff in the calculation. I have provided a summary fee calculation below. Please refer to the 4-Year Extended Project Duration Calculation (Attachment 11) for a more detailed phase-by-phase breakdown of hours and fees.

Additional Services Authorization 5
 Pinole Valley High School New Campus
 Project 1019700.06
 March 10, 2014
 Page 3

4-Year Extended Project Duration Calculation Summary	Months	Fees
Phase 1: Detention Basin, Utilities, and Paving	7	\$ 429,940
Phase 2: Interim Campus	7	540,540
Phase 3: Demolition and Hillside Stabilization	10	441,200
Phase 4: Pinole Valley High School New Campus	16	1,547,840
Phase 5: Interim Campus Demolition	2	93,120
Phase 6: Athletic Fields, Fieldhouse, and Bleachers	6	415,920
Additional Fees	48	\$ 3,468,560
Per Month		\$ 72,261.67

3. Full Time On-Site Construction Administration Services:

Based on Board precedent of recent projects such as Gompers Continuation and Portola Middle School and the multiphase, very complex and extended nature of the PVHS project, we recommend full time on-site Construction Administration services by a WLC Project Manager for the duration of the main campus, interim campus demolition, and athletic fields phase construction periods. A line item for this additional service has been included for your consideration. The calculation below includes 59 months of full time CA services (based on the current October 2013 Schedule) for three phases of continuous construction, reduced by 25% to account for CA fees already included in our fee calculation.

Full Time On-Site Construction Administration Fee Calculation	Hours/ Total			Rate	Subtotal @ 75%
	Months	Month	Hours		
Phase 4: PVHS New Campus	38	160	6,080	\$ 155	\$ 706,800
Phase 5: Interim Campus Demolition	4	160	640	155	74,400
Phase 6: Athletic Fields, Field House and Bleachers	17	160	2,720	155	316,200
Total	59		9,440		\$ 1,097,400

Additional Services Authorization 5
 Pinole Valley High School New Campus
 Project 1019700.06
 March 10, 2014
 Page 4

FEE SCHEDULE:

		Fees
Current Fee Based on Construction Cost of:	\$ 84,641,487	\$ 8,586,140
Current Fee Includes Amendments 1, 2, and 3		
Fee Increase Based on a Construction Cost of:	118,660,000	2,858,621
Construction Cost Agreed to per ASA 3, dated 9/10/2012		
Fee Increase Based on a Construction Cost of:	134,375,168	1,449,933
Construction Cost Confirmed at 2/11/2014 Facilities Subcommittee		
1. CA, Bidding, Closeout, and Scope Fee Increase		\$ 4,308,554
<i>Total Revised Base Compensation (Includes Amendments 1, 2, and 3)</i>		<i>12,894,694</i>
2. Extended Project Schedule: 4 Years		\$ 3,468,560
3. Full Time On-Site Construction Administration Fee: 59 Months		1,097,400
Subtotal Additional Fees		\$ 4,565,960
Total Recommended Fee Increase		\$ 8,874,514
Total Revised Fee		\$ 17,460,654

ADDITIONAL SERVICES APPROVAL

Please sign and return:

Acceptance copy of this service authorization **MUST BE** returned prior to commencement of work.

SIGNATURE: _____ **DATE:** _____

PRINT NAME: MAGDY ABDALLA **CLIENT P.O./PROJECT No.:** _____

FROM:  _____, WLC Architects, Inc.
 KEVIN A. MacQUARRIE
 Architect, AIA
 Vice President, Principal

ACKNOWLEDGEMENT COPY – PLEASE SIGN AND RETURN

cc: Juan L. Garrahan, Deputy Program Manager, SGI Construction Management
 Keith Holtlander, Director of Facilities and Construction, West Contra Costa Unified School District
 Nanette K. Piccini, Director, Accounting, Associate, WLC Architects, Inc.
 Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

KAM:dr / P01019700x5-asa

ATTACHMENT No 1.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** September 19, 2012
From: Bill Fay **Agenda Item:** CI C.14
Associate Superintendent for Operations
Subject: Approval of Pinole Valley High School Replacement Campus Revised Design Fees

Background Information:

Pinole Valley High School Campus Replacement is one of the listed projects in Measure D-2010 Bond. The project was initiated with a typical scope of site and environmental conditions for a high school campus replacement. However, extensive and comprehensive traffic, site access, seismic, and geotechnical issues have required substantial coordination and design modifications by WLC and its consultants. The \$2,858,589 fee that addresses the additional scope will be achieved by reducing and eliminating construction administration services during the construction of the new campus, sports fields, parking, and courts restoration, phases III and V.

Recommendation: Approve proposed Pinole Valley High School Replacement Campus Revised Contract Scope. The architect will submit an additional service proposal for the deleted scope at the time of construction.

Fiscal Impact: No financial impact at this time.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____		Seconded by: _____
Approved _____	Not Approved _____	Tabled _____

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
SEPTEMBER 19, 2012**

BOARD AGENDA PACKETS AND INFORMATION:

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, and at public libraries throughout West County.

Complete Board agendas and packets are available online at: www.wccusd.net.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District office located at 1108 Bissell Avenue, Richmond, CA 94801 during normal business hours. In addition, such writings and documents may be posted on the District's website as noted above.

VIEWING THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is available by the City of Pinole on PCTV Channel 26/28, the City of Richmond KCRT Channel 28 and the City of Hercules Cable Channel 28. Please check the city websites for local listings of broadcast schedules.

You may also find the complete meeting available on a tape-delay basis through the Richmond City Web Page at: <http://www.kcrt.com> within a few days of the recording date.

Audio tapes of Board meetings are kept on file at the Administration Building, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1101).

The Board of Education would like to acknowledge Comcast, the cities of Pinole and Richmond, and WCCUSD staff for their generosity and efforts in helping to televise WCCUSD Board of Education meetings.

ATTENDING BOARD MEETINGS:

The public is warmly invited to attend and participate in all WCCUSD Board of Education meetings.

Location: **LOVONYA DEJEAN MIDDLE SCHOOL
3400 MACDONALD AVENUE
RICHMOND, CA 94805**

Time: The **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **6:00 PM** in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (Exhibit A). The Board will then adjourn to closed session and reconvene in open session to address the regular agenda (Exhibits B-G) at 6:30 PM.

Order of Business: **ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

Special Accommodations: Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Please contact the Superintendent's Office at 510-231-1101 at least 48 hours in advance of meetings.

"of children be more careful than anything."
e.e. cummings

Fiscal Impact:

None

***CI C.12 Ratification and Approval of Engineering Services Contracts**Comment:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation:

Ratify and approve contracts as noted

Fiscal Impact:

Total for this action: \$167,189. Funding sources as noted.

***CI C.13 Ratification and Approval of Negotiated Change Orders**Comment:

Staff is seeking ratification of change orders on the following current District construction projects: New Gompers & LPS Richmond Schools, Peres Elementary School Dental Clinic, Dover Elementary School, and Ohlone Elementary School Phase I Campus Replacement. Change orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by ratifying these change orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Ratify negotiated change orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$341,754.62

***CI C.14 Approval of Pinole Valley High School Replacement Campus Revised Design Fees**Comment

Pinole Valley High School Campus Replacement is one of the listed projects in Measure D-2010 Bond. The project was initiated with a typical scope of site and environmental conditions for a high school campus replacement. However, extensive and comprehensive traffic, site access, seismic, and geotechnical issues have required substantial coordination and design modifications by WLC and its consultants. The \$2,858,589 fee that addresses the additional scope will be achieved by reducing and eliminating construction administration services during the construction of the new campus, sports fields, parking, and courts restoration, phases III and V.

Recommendation:

Approve proposed Pinole Valley High School Replacement Campus Revised Contract Scope. The architect will submit an additional service proposal for the deleted scope at the time of construction.

Fiscal Impact:

No financial impact at this time.

***CI C.15 Citizens' Bond Oversight Committee (CBOC) Appointment: Tom Waller appointed by Richmond Chamber Commerce Board**

Comment:

The Richmond Chamber Commerce Board has recommended that Tom Waller be appointed to the Citizens' Bond Oversight Committee for the two (2) year term. The business organization appointment is currently vacant.

Recommendation:

Approve appointment as noted.

Fiscal Impact:

None

***CI C.16 Approval of Board Member to Attend Conference**

Comment:

Board Bylaw 9250 stipulates members of the board shall be reimbursed for allowable expenses incurred in attending any meetings or in making any trips on official business of the school district when so authorized in advance by the Board of Education. (Education Code 35044). Board member Antonio Medrano has expressed interest in attending the following conference:

- California Latino School Boards Association Unity 2012 Conference, October 5-6, 2012, San Diego, CA

Expenses including registration, travel, food and lodging are budgeted and there is sufficient funding within that budget.

Recommendation:

Recommend approval

Fiscal Impact:

General Fund

***CI C.17 Resolution No. 20-1213: Resolution to Support Contra Costa County Fire Protection District Measure Q on the November 2012 Election Ballot**

Comment:

The West Contra Costa Unified School Districts supports the Contra Costa County Fire Protection District Measure Q as placed on the November 2012 ballot.

ATTACHMENT No. 2

George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA • Glenn Ueda, AIA
 Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie • Mark Graham, AIA
 Bill Louie, AIA • Leopold Ray-Lynch, AIA

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: **Pinole Valley High School New Campus**
 CLIENT: **West Contra Costa Unified School District**
 PH. NO.: **(510) 307-4540 (510) 231-2406**

DATE: **January 19, 2012**
 REVISED: **September 6, 2012**
 REVISED: **September 10, 2012**

WLC PROJECT NO.: **1019700.06**

ADDITIONAL SERVICE **Additional Services Authorization 3**
 DESCRIPTION:

Pursuant to the direction of the West Contra Costa Unified School District Facilities Subcommittee at their December 13, 2011 meeting, the new Pinole Valley High School (PVHS) project construction budget has been increased from \$84,641,487.00 to \$118,660,000.00. The primary reasons for the increase in budget are the building program has expanded to accommodate additional school program requirements and non-building program cost impacts. A comparative summary between the original PVHS program scope requirements and the current approved scope is attached for reference. The following chart delineates the scope of work in each phase with **new scope in bold type**.

1. Phase 1 Temporary Housing:
 - a. Temporary Housing RFP including temporary campus site work and portable building connections.
 - b. Utilities to temporary campus, retention basin, and paving.
 - c. **Structural engineering design of structural piers for hillside stabilization.**
 - d. **Civil engineering design of off-site parking at the Church and Library to accommodate the temporary housing parking requirements.**
2. Phase 2 Demolition of Existing Campus:
 - a. Demolition of existing buildings including hazardous material abatement.
 - b. **Civil engineering design of bench swales and hillside keyway drainage for hillside stabilization excavation work.**
3. Phase 3 New Campus, Play Yard Areas and Parking Lots:
 - a. Campus site improvements.
 - b. **Civil and landscaping design of Pinole Valley Road street markings, bus pull-out, four new traffic signals, and street frontage furnishings.**
4. Phase 4 Removal of Temporary Housing, Paving, and Utilities.
5. Phase 5 Sports Fields/Parking/Court Restoration:
 - a. Field houses and concession stands.
 - b. Athletic ball field improvements, running track, and bleacher installations.

The complete PVHS Project Phasing and Schedule dated January 17, 2012 is attached for reference.

Additional Service Authorization 3
Pinole Valley High School New Campus / Project 1019700.06
January 19, 2012
Revised September 6, 2012
Revised September 10, 2012
Page 2

The attached table "PVHS Fee Calculation", dated January 18, 2012 recalculates the original fee as indicated in the attached Exhibit "D" from our contract. The revised construction costs for the fees are taken from the attached PVHS Construction Cost by Phase, dated January 17, 2012.

As per Amendment No. (2) Two, dated November 2, 2011 to our PVHS Contract, our fee is currently \$8,519,589.00.

The District has directed WLC to remove or reduce the cost of Bidding, Construction Administration, and Closeout Services in Phases 3 and 5 per the attached invoice, in order to maintain our current fee of \$8,519,589.00. At the point in time when the District chooses to proceed with Phases 3 and 5 Bidding, Construction Administration, and Closeout, an amendment to our contract for these services will be issued.

Please issue an amendment for the revised scope and services.

FEE SCHEDULE:

We will invoice for this work against our Project 1019700.

We will invoice for this work monthly per phase on a percentage complete bases including consulting engineer charges as defined in our contract dated December 29, 2010.

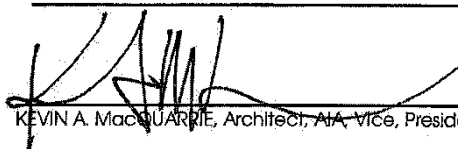
ADDITIONAL SERVICES APPROVAL

Please sign and return:

Acceptance copy of this service authorization **MUST BE** returned prior to commencement of work.

SIGNATURE _____ DATE: _____

PRINT NAME: MAGDY ABDALLA, District Engineering Officer CLIENT P.O. / PROJECT No.: _____

FROM:  _____, WLC Architects, Inc.
KEVIN A. MacQUARRIE, Architect, AIA, Vice, President, Principal

ACKNOWLEDGMENT COPY - PLEASE SIGN AND RETURN

KAM:jg:dr \ P01019700x3R2-asa

- Attachments: Comparative Summary between ECHS and PVHS
PVHS Project Phasing and Schedule
PVHS Fee Calculation
Exhibit D
PVHS Construction Cost by Phase
Invoices 80 and 81

- cc: Bill Fay, Associate Superintendent of Operations, West Contra Costa Unified School District
Nanette K. Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

Pinole Valley High School
Proposed Project Schedule

WLC Architects, Inc.
1/18/2012

Billing						
Phase 1	Phase 0	Temp Housing Portables Package RFP	Start Date	End Date	Duration	
		Construction Documents	11/14/11	02/14/12	3 mo.	
		Consultant Submittal	02/07/12			
		Bidding	02/14/12	03/13/12	1 mo.	
		Award	03/13/12	04/17/12	1 mo.	
		Fabrication	04/17/12	07/17/12	3 mo.	
Phase 1	Phase 1	Retention Basin/Temp Housing Utilities/Paving Package	Start Date	End Date	Duration	
		Construction Document	12/01/11	04/02/12	4 mo.	
		Consultant Submittal	03/26/12			
		DSA Submittal/Review	04/02/12	04/30/12	1 mo.	
		Bidding	05/08/12	05/29/12	3 wks	
		Award/Mobilization	06/07/12	07/01/12	3 wks	
		Construction	07/01/12	11/15/12	4.5 mo.	
Phase 1	Phase 2	Hillside Stabilization Package	Start Date	End Date	Duration	
		Design Development	01/03/12	02/17/12	1.5 mo.	
		Consultant Submittal	02/15/12			
		Construction Document	02/20/12	03/19/12	1 mo.	
		Consultant Submittal	03/16/12			
		District Review	03/20/12	03/30/12	2 wks	
		DSA submittal/review	03/20/12	04/20/12	1 mo.	
		DSA backcheck	04/23/12	04/30/12	1 wk.	
		Consultant Submittal	04/27/12			
		Bidding	05/01/12	05/18/12	3 wks	
		Award/Mobilization	05/21/12	06/08/12	3 wks	
		Construction*				
		1. Pier Drilling	06/11/12	06/20/12	2 mo.	
		2. Pier Drilling	06/10/13	12/20/13	6 mo.	
		3. Excavation and Compaction	06/12/13	12/20/13	4 mo.	
Phase 1	Phase 3	Temp Housing Site Package/Off-site Temporary Parking	Start Date	End Date	Duration	
		Design Development & Outline Spec	08/01/11	11/31/11	4 mo.	
		Consultant Submittal	01/31/12			
		Construction Document	12/01/11	06/01/12	7 mo.	
		Consultant Submittal	05/14/12			
		DSA Submittal & Review	06/04/12	09/04/12	3 mo.	
		Pick up DSA comments	09/05/12	09/26/12	2 wks	
		DSA Backcheck	09/27/12	10/05/12	2 wks	
		Consultant Submittal	09/26/12			
		District Review	10/06/12	11/05/12	1 mo.	
		Bidding	11/06/12	12/07/12	1 mo.	
		Award/Mobilization	12/10/12	12/21/12	2 wks	
		Construction	12/26/12	08/26/13	8 mo.	
		Move in	07/26/13	08/26/13	1 mo.	
Phase 2	Phase 4	Demolition/Hazmat Package	Start Date	End Date	Duration	
		Construction Document	02/01/13	04/01/13	2 mo.	
		Bidding	04/04/13	05/07/13	1 mo.	
		Award/Mobilization	05/15/13	06/07/13	3 wks	
		Hazmat Abatement	06/08/13	09/06/13	3 mo.	
		Demolition - Entire Campus	07/22/13	11/20/13	4 mo.	
Phase 3	Phase 5	New Campus Package/Underground Utilities/Off-site Street Improvements	Start Date	End Date	Duration	
		Design Development	10/05/11	03/30/12	6 mo.	
		Consultant Submittal (50%)	02/07/12			
		Consultant Submittal (100%)	03/23/12			
		Construction Documents	04/02/12	01/30/13	10 mo.	
		Consultant Submittal (50%)	08/01/12			
		Consultant Submittal (95%)	01/15/13			
		DSA Submittal & Review	02/04/13	08/02/13	6 mo.	
		Pick up DSA comments	08/05/13	09/06/13	1 mo.	
		DSA Backcheck	09/09/13	10/11/13	1 mo.	
		Consultant Submittal (100%)	09/06/13			
		District Review	10/15/13	11/01/13	2 wks	
		Bidding	11/04/13	12/20/13	1.5 mo.	
		Award/Mobilization	12/23/13	02/14/14	1.5 mo.	
		Construction	02/17/14	07/14/16	2 yrs 5mo.	
		Move in	07/14/16	08/14/16	1 mo.	
Phase 4	Phase 6	Temp Housing Demolition Package	Start Date	End Date	Duration	
		Construction Documents	05/01/15	07/31/15	3 mo.	
		Bidding	09/01/15	09/22/15	3 wks	
		Award	09/22/15	10/06/15	2 wks	
		Demolition	10/06/15	02/07/17	4 mo.	
Phase 5	Phase 7	Site Work/Field House Package	Start Date	End Date	Duration	
		Design Development	10/05/11	03/30/12	6 mo.	
		Consultant Submittal (50%)	02/07/12			
		Consultant Submittal (100%)	03/23/12			
		Construction Documents	06/01/15	09/30/15	4 mo.	
		Consultant Submittal (50%)	07/15/15			
		Consultant Submittal (95%)	09/23/15			
		DSA submittal & Review	10/01/15	11/30/15	2 mo.	
		Pick up DSA comments	12/01/15	12/15/15	2 wks	
		DSA Backcheck	12/16/15	01/15/16	1 mo.	
		Consultant Submittal (100%)	12/15/15			
		Bidding	04/15/16	05/07/16	3 wks	
		Construction	02/07/17	12/20/17	10 mo.	

* Pending feedback from geotechnical contractor

Pinole Valley High School Fee Calculation

WLC Architects, Inc.
 Project No. 1019700
 Wednesday, January 18, 2012.

Phase	Professional Services	Original Estimated Construction Cost	WLC Fee %	Actual Fee Calc.	Original WLC Fees	Revised Estimated Construction Cost	WLC Fee %	Revised WLC Fees
	Temp Housing Lease (for fee calc only)	\$ 6,988,800	6%	\$ 419,328	\$ 419,328	\$ 2,154,000	6%	\$ 129,240
	Temp Housing (Portables Package RFP)	\$ 1,959,510	10%	\$ 195,951	\$ 204,720		10%	\$ 201,100
	Retention Basin / Temp Housing Utilities /Paving Package							
	Piers for Hillside Stabilization Package							
	Off-Site Temporary Parking							
2	Demolition of Existing Campus	\$ 4,339,235		\$ 433,924	\$ 99,195	\$ 2,120,000	10%	\$ 212,000
	Demolition of Existing Campus							
	Earthwork for Hillside Stabilization							
	Phase 2 Subtotal	\$ 4,339,235				\$ 2,415,000	10%	\$ 241,500
						\$ 4,535,000		\$ 453,500
3	Removal of Temporary Housing	\$ 705,296		\$ 70,330	\$ 70,327	\$ 1,159,000	10%	\$ 115,900
5	Special Fees for Design/Construct	\$ 6,765,970		\$ 670,322	\$ 670,303	\$ 13,147,000	10%	\$ 1,314,700
	Total Base Compensation	\$ 84,641,487		\$ 8,528,796	\$ 8,457,539	\$ 118,640,000		\$ 11,310,140
	Amendments					\$ 34,018,513		\$ 2,858,621
	Original Base Compensation							\$ 8,451,539
	Amendment No. 1 Dated June 27, 2011							\$ 28,600
	Amendment No. 2 Dated November 2, 2011							\$ 39,450
	Amendment No. 3 Dated February 22, 2012							\$ 2,858,621
	Total Revised Compensation							\$ 11,378,210

2.4

Notes:

*The Original WLC Fees were calculated based on the Estimated Construction costs contained in the WLC Proposal Dated November 18, 2010.

The Estimated Construction Costs in Exhibit "D" of our contract revised the Estimated Construction Cost per phase, but did not change the WLC Fees per phase. The total proposed WLC fee was the same in either case.

There is a \$1 rounding error in the Original Estimated Construction Cost Total Base Compensation. (Actual Total is \$84,641,488)

The Revised WLC Fees use the same percentage of construction cost to calculate the fees as the WLC Proposal Dated November 18, 2010.

The Interim Housing cost shown in the Const. Budget column of the Estimated Construction Costs in Exhibit "D" of our contract, does not include the Temp Housing Leasing costs, so the \$4,989,800 does not appear in the total construction cost, but it is used to calculate the WLC fees.

There is a number transposition between the WLC Proposal for the Phase 4 Removal of Temp Housing (\$703,249) and the Exhibit "D" (\$703,296), fees were not affected.

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within fifty (50) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibit "A." or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
2. The total compensation to the Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Basic Services contracted for under this Agreement.
 - a. **Total Fee Per Phase:** The following fee scale shall be used to calculate the portion of fee allotted to each phase of Architect's services:

	Phase Scope	Const. Budget	Fee Amount
1.	Interim Housing	\$1,959,510	\$624,048
2.	Demolition of Existing Campus	\$4,339,235	\$99,195
3.	Construct New Campus	\$70,936,157	\$6,987,666
4.	Removal of Temporary Housing	\$703,296	\$70,327
5.	Sports Fields / Parking / Court Restoration	\$6,703,290	\$670,303
	TOTAL BASE COMPENSATION	\$84,641,487	\$8,451,539

- b. **Percentage of Fee Per Phase:** The following percentage of fees shall be used to calculate the portion of fee allotted to each phase of Architect's services:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Fee Amount
Schematic Design Phase	(10%) Ten Percent
Design Development Phase	(15%) Fifteen percent
Construction Documents Phase	(35%) Thirty Five
DSA Approval	(5%) Five
Bidding Phase	(5%) Five
Construction Administration Phase	(25%) Twenty Five
Close Out Phase	(5%) Five
TOTAL BASE COMPENSATION	(100%) One Hundred

B. Method of Payment

4. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
5. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
6. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

a. **Pre- Design/Architectural Program Development Phase: (NOT USED)**

b. **For Schematic Design Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. **For Design Development Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. **For Construction Documents Phase:**

Monthly payments for percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. **For Bidding Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

f. **For Construction Administration Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.

g. **For Close Out:**

Lump sum payment thirty-five (35) days after completion of all items in this phase.

h. **For Miscellaneous Tasks**

Lump sum payment thirty-five (35) days after completion of each miscellaneous item shown in Section A.3.a.

B. Reimbursable Expenses

1. Deliverables as required as a part of this agreement will be billed at 1.1 times direct cost. Printing will be done by a District approved vendor.
2. The District, at its sole option, may self-print the deliverables required under Exhibit "A" from documents as posted on the PS2.
3. Prints for the Architect's own use and for consultant coordination are not reimbursable expenses.

Overall Summary

175-11-016
January 17, 2012

DRAFT FOR COMMENT & REVIEW - REV.2

PVHS Construction Cost by Phase				\$,000
Phase 1 - Transitional Campus				\$5,883
<i>Sitework - Phase 1</i>	149,265	5%	\$39.41	\$5,883
1A - Utilities to temporary campus, retention basin, & paving				\$2,011
1B - Piers for Hillside stabilization				\$1,078
1C - Offsite parking				\$640
1D - Temporary campus site work and portable building connections				\$2,154
Phase 2 - Demolition of existing Campus				\$4,535
<i>Sitework - Phase 2</i>	819,288	4%	\$5.54	\$4,535
2A - Demolition of existing buildings including haz-mat				\$2,120
2B - Earthwork for Hillside stabilization				\$2,415
Phase 3 - Construct New Campus				\$93,936
<i>Building A</i>	65,592	19%	\$328.49	\$21,546
<i>Building B</i>	18,230	5%	\$311.39	\$5,677
<i>Building C</i>	75,860	21%	\$299.81	\$22,743
<i>Building D</i>	75,460	19%	\$276.73	\$20,882
<i>Building E</i>	40,435	12%	\$334.12	\$13,510
<i>Sitework - Phase 3</i>	297,953	9%	\$32.14	\$9,578
3A - Campus Site Improvements				\$7,917
3B - Offsite street Improvements				\$1,661
Phase 4 - Demolition of Transitional Campus				\$1,159
<i>Sitework - Phase 4</i>	149,265	1%	\$7.76	\$1,159
Phase 5 - Construct new Site Improvements				\$13,147
<i>Building F</i>	6,145	2%	\$350.52	\$2,154
<i>Building F2</i>	2,675	1%	\$349.17	\$934
<i>Building F3</i>	1,100	1%	\$538.43	\$592
<i>Sitework - Phase 5</i>	518,080	9%	\$18.27	\$9,466
TOTAL CONSTRUCTION & SITEWORK:				\$118,659

Page 17 of 37

2.9

West Contra Costa Unified School District
 Pinole Valley High School
 Pinole, California
 Schematic Design Statement of Probable Cost

November 11, 2011

CONSTRUCTION COST RECONCILIATION SUMMARY

CSI MasterFormat™	WCCUSD	WLC	Variance
New Building			
Building A: Auditorium	\$23,075,201	\$21,546,000	\$1,529,201
Building B: Library	\$5,451,003	\$5,677,000	-\$225,997
Building C: Classrooms	\$19,821,167	\$22,743,000	-\$2,921,833
Building D: Classrooms	\$21,089,262	\$20,882,000	\$207,262
Building E: Gym	\$13,471,235	\$13,510,000	-\$38,765
Building F1: Locker Room/Concessions	\$1,845,610	\$2,154,000	-\$308,390
Building F2: Locker Room	\$725,238	\$934,000	-\$208,762
Building F3: Restrooms	\$512,930	\$592,000	-\$79,070
TOTAL ESTIMATED CONSTRUCTION COST	\$85,991,641	\$88,038,000	-\$2,046,355
Site and Infrastructure Work			
Phase 1: Temporary Housing	\$2,124,003	\$1,599,000	\$2,124,003
Phase 2: Demolition of Structures	\$3,242,913	\$2,006,000	\$3,242,913
Phase 3: New Buildings & Site Construction	\$6,366,440	\$7,917,000	\$6,366,440
Phase 4: Demolition of Temporary Housing	\$1,420,859	\$928,000	\$1,420,859
Phase 5: Site Construction	\$7,388,694	\$9,824,000	\$7,388,694
TOTAL SITE WORK CONSTRUCTION COST	\$20,542,909	\$22,274,000	(\$1,731,091)
TOTAL ESTIMATED BUILDING & SITE WORK CONSTRUCTION COST	\$106,534,551	\$110,312,000	(\$3,777,446)
Additional Scope Items			
Temporary Housing Lease	\$2,154,000	\$2,150,000	\$2,154,000
Street Improvements	\$2,612,721	\$1,666,000	\$2,612,721
Hillside Housing Repair	\$3,139,472	\$3,596,000	\$3,139,472
TOTAL ADDITIONAL SCOPE ITEMS	\$7,906,193	\$7,352,000	\$554,193

Comparative Summary between ECHS and PVHS:

	Original PVHS Program (based on El Cerrito FIS)	Current PVHS Program Comparison	Construction Cost Increase From Expanded Building Program (numbers are in million dollars)
Student Population	1,600	1,600	
Temporary Housing on separate areas	89 Portables	94 Portables	\$0.7
Theater	600 Seat Performance Theater	600 Seat Performance Theater Larger Choir, Additional Piano Lab	\$1.9
Number of Teaching stations	66	71	\$2.2
Classroom Size	960 sq ft. (33 students)	1070 sq ft. (40 students)	\$2.3
Link Learning Classrooms	None	4 @ 1,500 sf ft. each + circulation	\$0.7
Lecture/Multi-Use Classroom	None	1 @ 1,700 sf ft. + circulation	\$1.1
Gymnasium Seat Capacity	1,500	1,800 (+3,000 sf ft)	\$0.8
RSP Classroom Size	480 sf ft.	960 sf ft (4 x 480sf + circulation)	\$0.4
Maintenance/Custodial	1,200 sf ft.	2,500 sf ft	\$1.0
Central Plant Increase over Furnace Closets	Furnace Closets	Central Plant	\$2.2
Site Area Increased: Smaller Site (less improved area)	Smaller Site (less improved area)	Larger Site with more level change, longer drop-off, more landscape area, more parking	\$3.6
Athletic Field Buildings	1 set of team rooms 1 Weight Room	2 Sets of Team Rooms/Restrooms Larger Fitness/ 2 Weight Rooms	\$5.5
Athletic Fields/Bleachers	none	Synthetic Track and Fields Replace Existing Bleachers Baseball Fields w/Backstops	\$0.9
Code Requirements	2007 Codes	2010 Codes -Additional 2,650 sf ft for Stairs 267,246 sq ft.	\$4.5
Program Square Footage	225,000 sf ft.	Approx. 5% Increase Construction Cost	\$5.5
High Performance Incentives - CHPS	None		
*Non Building Program Cost Increase	None		
C-3 Storm Water Management:			
Underground Retention Basin			(\$0.2M)
Hillside Stabilization work			(\$3.6M)
Off-site Street Improvement/Traffic Lights/WestCat Bus Stops			(\$1.7M)
Temporary Campus Parking -		TBD	
Subtotal Construction Estimate Increase			\$33.1
Original PVHS Construction Budget	\$84.6M		\$84.6
EL Cerrito Multi-PurposeField/Stadium/Football	14.0		
Construction Cost for ECHS	98.6		\$117.7
Soft Cost for ECHS	38.0		\$50.5
Total Project Cost for ECHS	136.6		\$168.2
Current Construction Estimate for PVHS			\$117.7
Current Soft Cost for PVHS (90%)			\$50.5
Total Project Cost Estimate for PVHS			\$168.2

2.11

ATTACHMENT No. 3

PROJECT SUMMARY				
PROJECT:	Pinole Valley High School - New Campus	DATE:	As of 6/18/2013	
DESIGN LVL:	90% Submittal Snapshot Estimate	ESTIMATOR:	Javier Silva	
CLIENT:	WLC Architects	SCHEDULE:	30 Months	
ITEM NO.	ITEM DESCRIPTION	AREA (SF)	PROJECT COST	\$/SF
1	Sitework	437,580	13,241,556	30.26
2	Building A	58,362	24,797,480	424.89
3	Building B	16,846	7,508,428	445.71
4	Building C	76,840	23,224,702	302.25
5	Building D	68,925	21,444,733	311.13
6	Building E	41,242	14,017,711	339.89
	TOTAL CONSTRUCTION COST:	262,215	104,234,610	397.52
OTHER	OTHER DESCRIPTION	AREA (SF)	PROJECT COST	\$/SF
1	Detention Basin and Utilities (from Silva 6/9/12 estimate)		5,257,723	
2	Hillside Stabilization (from Silva 7/10/12 estimate)		4,134,515	
3	Temporary Campus		2,121,800	
4	Offsite Parking Improvements		713,790	
5	Demolition of Old Campus		4,486,680	
6	Demolition of Transitional Campus		626,240	
7	Building F1	6,175	2,756,280	446.36
8	Building F2	2,686	1,067,080	397.27
9	Building F3	1,104	724,090	655.88
10	New Athletics Development		8,252,360	
	TOTAL OTHER COST:		30,140,558	
	TOTAL OVERALL COST:		134,375,168	

From Mack5 estimate dated 5/31/12, plus 3% for escalation

ATTACHMENT No. 4

Pinole Valley High School Fee Calculation

WLC Architects, Inc.

Project No. 1019700

Monday, September 16, 2013

Phase	Professional Services	Original Estimated Construction Cost	WLC Fee %	Actual Fee Calc	Original WLC Fees	Revised Estimated Construction Cost	WLC Fee %	Revised WLC Fees
1A	Temporary (Internal) Housing Temp Housing Lease (for fee calc only)	\$ 6,988,800	6%	\$ 419,328	\$ 419,328	\$ 2,121,800	6%	\$ 127,308
	Temp Housing (Portables Package RFP)	\$ 1,959,510	10%	\$ 195,951	\$ 204,720		10%	\$ -
1B	Detention Basin / Temp Housing Utilities /Paving Package					\$ 5,257,723	10%	\$ 525,772
1C	Off-Site Temporary Parking					\$ 713,790	10%	
	Phase 1 Subtotal	\$ 9,947,810		\$ 624,048	\$ 624,048	\$ 8,093,813		\$ 633,080
2	Demolition of Existing Campus Demolition of Existing Campus	\$ 4,339,235	*	\$ 433,924	\$ 99,195	\$ 4,486,680	10%	\$ 448,668
	Earthwork for Hillside Stabilization					\$ 4,134,515	10%	\$ 413,452
	Phase 2 Subtotal	\$ 4,339,235				\$ 8,621,195		\$ 862,120
3	Construct New Campus (Design)	\$ 70,936,157	*	\$ 6,738,935	\$ 6,987,666	\$ 104,234,610	9.5%	\$ 9,902,289
4	Removal of Temporary Housing	\$ 703,296	*	\$ 70,330	\$ 70,327	\$ 626,240	10%	\$ 62,624
5	Sports Fields / Parking / Court Restoration	\$ 6,703,290	*	\$ 670,329	\$ 670,303	\$ 12,799,810	10%	\$ 1,279,981
	Total Base Compensation	\$ 84,641,487		\$ 8,528,796	\$ 8,451,539	\$ 134,375,168		\$ 12,760,093
	Delta					\$ 49,733,681		\$ 4,308,554
	Amendments							
	Original Base Compensation							\$ 8,451,539
	Amendment No. 1 Dated June 27, 2011							\$ 28,600
	Amendment No. 2 Dated November 2, 2011							\$ 39,450
	Amendment No. 3 Dated August 6, 2013							\$ 66,551
	Amendment No. 4 Dated ?							\$ 4,308,554
	Total Revised Compensation							\$ 12,894,694

4.1

Notes:

- 1 * The Original WLC Fees were calculated based on the Estimated Construction costs contained in the WLC Proposal Dated November 18, 2010.
- 2 The Estimated Construction Costs in Exhibit "D" of our contract revised the Estimated Construction Cost per phase, but did not change the WLC Fees per phase.
- 3 The total proposed WLC fee was the same in either case.
- 4 There is a \$1 rounding error in the Original Estimated Construction Cost Total Base Compensation. (Actual Total is \$84,641,488)
- 5 The Revised WLC Fees use the same percentage of construction cost to calculate the fees as the WLC Proposal Dated November 18, 2010.
- 6 The Interim Housing cost shown in the Const. Budget column of the Estimated Construction Costs in Exhibit "D" of our contract, does not include the Temp Housing Leasing costs, so the \$6,988,800 does not appear in the total construction cost, but it is used to calculate the WLC fees.
- 7 There is a number transposition between the WLC Proposal for the Phase 4 Removal of Temp Housing (\$703,289) and the Exhibit "D" (\$703,296), fees were not affected.
- 8 item 1C Offsite Temporary Parking was removed from our scope, so no fees have been calculated.

ATTACHMENT No. 5.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within fifty (50) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibit "A." or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
2. The total compensation to the Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Basic Services contracted for under this Agreement.
 - a. **Total Fee Per Phase:** The following fee scale shall be used to calculate the portion of fee allotted to each phase of Architect's services:

	Phase Scope	Const. Budget	Fee Amount
1.	Interim Housing	\$1,959,510	\$624,048
2.	Demolition of Existing Campus	\$4,339,235	\$99,195
3.	Construct New Campus	\$70,936,157	\$6,987,666
4.	Removal of Temporary Housing	\$703,296	\$70,327
5.	Sports Fields / Parking / Court Restoration	\$6,703,290	\$670,303
	TOTAL BASE COMPENSATION	\$84,641,487	\$8,451,539

- b. **Percentage of Fee Per Phase:** The following percentage of fees shall be used to calculate the portion of fee allotted to each phase of Architect's services:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Fee Amount
Schematic Design Phase	(10%) Ten Percent
Design Development Phase	(15%) Fifteen percent
Construction Documents Phase	(35%) Thirty Five
DSA Approval	(5%) Five
Bidding Phase	(5%) Five
Construction Administration Phase	(25%) Twenty Five
Close Out Phase	(5%) Five
TOTAL BASE COMPENSATION	(100%) One Hundred

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. The Schedule of Services shall apply to the completion of all services listed hereunder within the times established by the Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. Pinole Valley High School Schedule
1. Architect shall complete all Services required under the Development of Architectural Program section within 60 calendar days after written authorization from District to proceed.
 2. Architect shall complete all Services required under the Schematic Design Phase within 90 calendar days after written authorization from District to proceed.
 3. Architect shall complete all Services required under the Design Development Phase within 153 calendar days after receipt of a written authorization from District to proceed.
 4. Architect shall complete all Services required under Construction Documents Phase within 304 calendar days after written authorization from the District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
 - a. Final Documents 607 calendar days
- C. The durations stated above exclude the review periods required by the District and all other regulatory agencies.
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the schedule are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

ATTACHMENT No. 7



Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
 Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

March 25, 2010

MEETING MINUTES

Pinole Valley High School Reconstruction Master Planning
 Project 1011700.01

MEETING DATE: March 10, 2010, 5:00 p.m.

ATTENDEES

Charles T. Ramsey, Board Member, West Contra Costa Unified School District
 Bill Fay, Associate Superintendent, Operations, West Contra Costa Unified School District
 Sue Kahn, Principal, Pinole Valley High School
 Patricia Blades, Teacher, Pinole Valley High School
 Maryrotto Whitaker, Special Education, Classroom Aide, Pinole Valley High School
 Kevin MacQuarrie, Architect, AIA, Principal, WLC Architects, Inc.
 Jackie Bassman, Project Architect, AIA, LEED™ AP, Associate, WLC Architects, Inc.

ITEMS DISCUSSED

1. Bill Fay introduced the team and provided a brief summary of the District's goal for Pinole Valley High School (PVHS) to restart the master plan for PVHS and get an approved design by June 2010. The purpose for this deadline is to coincide with the new school bond which will be put on the ballot in June 2010. If the bond gets approved, PVHS will be ready to start the next phase of design with the goal to build/reconstruct the school within the next five years.
2. Due to the latest findings from the Kleinfelder geotechnical investigation, the eastern slope/landslide at the east side of the site will be a major factor in locating future buildings.
 - a. The recommendations from the soil engineers was to keep the buildings 20 feet away from the toe of the slope. This changes the previously approved master plan as a number of building locations were relying on cutting back the slope to place the buildings and provide a fire lane access road.

Meeting Minutes
Pinole Valley High School Reconstruction Master Planning
Project 1011700.010
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3. The site committee expressed preferences as follows:
 - a. Build a new 600-seat theater, similar in size to El Cerrito High School.
 - b. Build a swimming pool complex designed for competition that could be a joint use facility with the City of Pinole.
 - c. Demolish all existing buildings and build a new campus.
 - d. Replace the artificial turf on the football field when the construction of this campus is completed (as it would be approaching the ten-year-old mark).
4. Temporary housing during construction will most likely be in a portable campus.
5. Location of this temporary campus will be looked into as this process unfolds with the design of the new campus master plan.
6. The next three (3) meetings are scheduled for Wednesday, March 31, 2010; April 7, 2010; and April 21, 2010 at 5:00 p.m. in the PVHS Library.

The above represents my best interpretation of the spirit and content of the discussions. Please let me know of any requested modifications or corrections within seven days of receipt of these minutes.

Prepared by,



JACKIE BASSMAN
Project Architect, AIA
LEED™ AP
Associate

JB:dr
P01011700x1-mm

cc: Attendees



Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

August 16, 2010

MEETING MINUTES

Site Committee Meeting
Pinole Valley High School Reconstruction Master Plan
Project 1011700.01

MEETING DATE: May 19, 2010, 5:00 p.m.

ATTENDEES

William Savidge, District Engineering Officer, West Contra Costa Unified School District
Bill Fay, Associate Superintendent, Operations, West Contra Costa Unified School District
Waheed Balogun, Director of Facilities & Construction, West Contra Costa Unified School District

Timothy Banuelos, Councilmember, City of Pinole
Amy Wooldridge, Recreation Director, City of Pinole
Sue Kahn, Principal, Pinole Valley High School
Ann Tarabini, Teacher/Parent, Pinole Valley High School
George Tarabini, Parent, Pinole Valley High School
Sabine Thompson, Parent, Pinole Valley High School
Maureen Toms, Parent, Pinole Valley High School
Jim Ulversoy, Swimming and Water Polo Coach, Pinole Valley High School
Claude Etcheverry, Community Member, Pinole Valley High School
Jeff Rubin, Community Member, Pinole Valley High School
Joel Gannotti, Community Member, Pinole Valley High School
Bryan Castro, Community Member, Pinole Valley High School
Duc Le, Community Member, Pinole Valley High School
Ariel Guevara, Community Member, Pinole Valley High School
Sewellyn Kaplan, Instruction Specialist, Pinole Valley High School
Lawrence Cen, Community Member, Pinole Valley High School
Andrew Woo, Community Member, Pinole Valley High School
Shelly Meron, Reporter, Contra Costa Times
Vincent P. Lattanzio, President, Carducci & Associates, Inc.
Kevin MacQuarrie, Architect, AIA, Principal, WLC Architects, Inc.
Jackie Bassman, Project Architect, AIA, LEED™ AP, Associate, WLC Architects, Inc.
Janice Yeh, Design Team, WLC Architects, Inc.

Meeting Minutes
Site Committee Meeting
Pinole Valley High School Reconstruction Master Plan
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PURPOSE OF MEETING

The purpose of the meeting was to discuss the master plan of the reconstruction of Pinole Valley High School.

ITEMS DISCUSSED

1. Kevin MacQuarrie gave a summary of the master plan process to date and presented the illustrations of the master plan as a result of the previous meetings. Additional images were presented to display landscaping and architectural elements that will be considered in the final design.
2. Bill Savidge reviewed the images and explained that the master plan will provide a jump start to the reconstruction process. The estimated time for the project to be fully designed and approved by the Division of the State Architect is two years. The projected timeline to the completion of the reconstruction project is five years.
3. Concerns regarding the traffic and circulation around the campus were raised. Bill Savidge stated that the design team will need to work with the City of Pinole's traffic engineer to conduct an updated traffic study. Bill acknowledges that there has been a significant increase in traffic since Trader Joe's plaza opened six months ago.
4. The following comments were made regarding the flow of pedestrian foot traffic from the main campus to the sports field:
 - a. A pedestrian overpass or a raised crosswalk would help pedestrians avoid vehicular traffic.
 - b. Suggestions were made to have the lobby run through the gym building to provide access to and from the sports field.
 - c. It was requested that students should be able to walk under a covered walkway during rainy days.
5. Concerns regarding vehicular traffic and parking:
 - a. On the current plan, there is only one entrance and one exit to the parking lot. The group is concerned that will cause traffic backup onto Pinole Valley Road.
 - b. Street level parking is desired in lieu of a multi-story parking structure.

Meeting Minutes
Site Committee Meeting
Pinole Valley High School Reconstruction Master Plan
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- c. Pete Murray suggested that the District look into purchasing the vacant lot across the street and use it for parking. If nicely landscaped and well designed, it can be an effective solution to lessen the traffic congestion at the main campus.
6. A broadcast space is needed for TV stations to broadcast games from the field. There should be a press box at the sports field, preferably at the top of the bleachers, and cable distribution into every classroom.
7. Vince Lattanzio presented the landscape plan and explained that the plan incorporates hardy and native plants. The landscaping reflects California and Mediterranean landscape design. Native trees such as Oaks and Redwoods are representative of the site's geographic location. Vince also recommended hardy plants that will be easy to maintain and can take abuse from the students.
8. Vince Lattanzio presented site features such as an amphitheater and bioswale which will act as a filter to keep pollutants from entering the storm water drainage system.
9. The group discussed the need for a swimming pool. The desired size of the swimming pool is 40 m x 25 yd. The facility should have a pool house and room for chemical storage.
10. Vince Lattanzio discussed the grading plan. He envisioned a relatively flat site with the entrance at the same grade as the street.
11. Bill Savidge discussed the need for a stabilizing wall based on the geotechnical report. The wall needs to be tied back to the hill at the back of the school.
12. Kevin MacQuarrie presented images of the exterior elevations of the campus. The group expressed interest in Mediterranean style architecture and would like to soften the institutional look. Kevin stated that the architecture will be further refined as the design team enters schematic design and design development phases.
13. Concerns were raised regarding having a professional theater. There are concerns that the school will not have trained staff who can operate the theater equipment. Bill Fay explained that the District is exploring the possibility of having a staff member who is responsible for running the theaters and conducting internal training.
14. Kevin MacQuarrie stated that this meeting will conclude the public involvement of the master plan process. The next step is to work out the phasing of the construction and design the temporary campus. Then the design team will begin further designing the campus, prepare construction documents, and submit plans to receive DSA approval.

Meeting Minutes
Site Committee Meeting
Pinole Valley High School Reconstruction Master Plan
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END OF MINUTES

The above represents my best interpretation of the spirit and content of the discussions. Please let me know of any requested modifications or corrections within seven days of receipt of these minutes.

Prepared by,

A handwritten signature in black ink, appearing to read 'JYeh', followed by a horizontal line extending to the right.

JANICE YEH
Design Team

JY:jg
P01011700x6-mm

cc: Attendees

PINOLE VALLEY HIGH SCHOOL
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
MASTER PLAN PRESENTATION

OCTOBER 2010



W&E
Architects, Inc.

7.7

PROPOSED SCHEDULE

A. MASTER PLAN COMPLETED	06 2010
B. DESIGN PHASE BEGINS	10 2010
SCHEMATICS DESIGN	11 2010 - 03 2011
DESIGN DEVELOPMENT	04 2011 - 08 2011
CONSTRUCTION DOCUMENT	09 2011 - 06 2012
C. SUBMIT TO DSA_BACKCHECK + APPROVAL	06 2012 - 02 2013
D. BIDDING + CONSTRUCTION BEGIN	03 2013 - 06 2016
PHASE 1 BUILD TEMP. CAMPUS	02 2013 - 08 2013
PHASE 2 DEMOLISH EXIST. CAMPUS	06 2013_ 08 2013
PHASE 3 BUILD NEW CAMPUS	08 2013 - 08 2015
PHASE 4 REMOVE TEMP. CAMPUS	10 2015 - 01 2016
PHASE 5 SITE WORK	02 2016 - 06 2016



WFLC
Architects, Inc.

ATTACHMENT No. 8

Pinole Valley High School
Proposed Project Schedule

WLC Architects, Inc.
1/18/2012

Billing					
Phase 1	Phase 0	Temp Housing Portables Package RFP	Start Date	End Date	Duration
		Construction Documents	11/14/11	02/14/12	3 mo.
		Consultant Submittal	02/07/12		
		Bidding	02/14/12	03/13/12	1 mo.
		Award	03/13/12	04/17/12	1 mo.
		Fabrication	04/17/12	07/17/12	3 mo.
Phase 1	Phase 1	Retention Basin/Temp Housing Utilities/Paving Package			
		Construction Document	12/01/11	04/02/12	4 mo.
		Consultant Submittal	03/26/12		
		DSA Submittal/Review	04/02/12	04/30/12	1 mo.
		Bidding	05/08/12	05/29/12	3 wks
		Award/Mobilization	06/07/12	07/01/12	3 wks
		Construction	07/01/12	11/15/12	4.5 mo.
Phase 1	Phase 2	Hillside Stabilization Package			
		Design Development	01/03/12	02/17/12	1.5 mo.
		Consultant Submittal	02/15/12		
		Construction Document	02/20/12	03/19/12	1 mo.
		Consultant Submittal	03/16/12		
		District Review	03/20/12	03/30/12	2 wks
		DSA submittal/review	03/20/12	04/20/12	1 mo.
		DSA backcheck	04/23/12	04/30/12	1 wk.
		Consultant Submittal	04/27/12		
		Bidding	05/01/12	05/28/12	3 wks
		Award/Mobilization	05/21/12	06/08/12	3 wks
		Construction*			
		1. Pier Drilling	06/11/12	08/20/12	2 mo.
		2. Pier Drilling	06/10/13	12/20/13	6 mo.
		3. Excavation and Compaction	08/12/13	12/20/13	4 mo.
Phase 1	Phase 3	Temp Housing Site Package/Off-site Temporary Parking			
		Design Development & Outline Spec	08/03/11	11/31/11	4 mo.
		Consultant Submittal	01/31/12		
		Construction Document	12/01/11	06/01/12	7 mo.
		Consultant Submittal	05/24/12		
		DSA Submittal & Review	06/04/12	09/04/12	3 mo.
		Pick up DSA comments	06/05/12	09/26/12	2 wks
		DSA Backcheck	09/27/12	10/05/12	2 wks
		Consultant Submittal	09/26/12		
		District Review	10/06/12	11/05/12	1 mo.
		Bidding	11/06/12	12/07/12	1 mo.
		Award/Mobilization	12/10/12	12/21/12	2 wks
		Construction	12/26/12	08/26/13	8 mo.
		Move In	07/26/13	08/26/13	1 mo.
Phase 2	Phase 4	Demolition/Hazmat Package			
		Construction Document	02/01/13	04/01/13	2 mo.
		Bidding	04/04/13	05/07/13	1 mo.
		Award/Mobilization	05/15/13	06/07/13	3 wks
		Hazmat Abatement	06/08/13	09/08/13	3 mo.
		Demolition - Entire Campus	07/22/13	11/20/13	4 mo.
Phase 3	Phase 5	New Campus Package/Underground Utilities/Off-site Street Improvements			
		Design Development	10/05/11	03/30/12	6 mo.
		Consultant Submittal (50%)	02/07/12		
		Consultant Submittal (100%)	03/23/12		
		Construction Documents	04/02/12	01/30/13	10 mo.
		Consultant Submittal (50%)	08/01/12		
		Consultant Submittal (95%)	01/16/13		
		DSA Submittal & Review	02/04/13	08/02/13	6 mo.
		Pick up DSA comments	08/05/13	09/06/13	1 mo.
		DSA Backcheck	09/09/13	10/11/13	1 mo.
		Consultant Submittal (100%)	09/06/13		
		District Review	10/15/13	11/01/13	2 wks
		Bidding	11/04/13	12/20/13	1.5 mo.
		Award/Mobilization	12/23/13	02/14/14	1.5 mo.
		Construction	02/17/14	07/14/16	2 yrs 5 mo.
		Move In	07/14/16	08/14/16	1 mo.
Phase 4	Phase 6	Temp Housing Demolition Package			
		Construction Documents	05/01/15	07/31/15	3 mo.
		Bidding	09/01/16	09/22/16	3 wks
		Award	09/22/16	10/06/16	2 wks
		Demolition	10/06/16	02/07/17	4 mo.
Phase 5	Phase 7	Site Work/Field House Package			
		Design Development	10/05/11	03/30/12	6 mo.
		Consultant Submittal (50%)	02/07/12		
		Consultant Submittal (100%)	03/23/12		
		Construction Documents	06/01/15	09/30/15	4 mo.
		Consultant Submittal (50%)	07/15/15		
		Consultant Submittal (95%)	09/23/15		
		DSA Submittal & Review	10/01/15	11/30/15	2 mo.
		Pick up DSA comments	12/01/15	12/15/15	2 wks
		DSA Backcheck	12/16/15	01/15/16	1 mo.
		Consultant Submittal (100%)	12/15/15		
		Bidding	04/15/16	05/07/16	3 wks
		Construction	02/07/17	12/28/17	10 mo.

* Pending feedback from geotechnical contractor

8.1

PVHS – Preliminary Construction Schedule - 01/29/2013 – updated 10/23/2013
Reasons for Schedule Change:

1. Detention Basin, Utilities and Paving completion March 2014.
2. District preference to demolish portions of campus before hillside stabilization work begins.
3. Main campus construction will now begin summer of 2015.

Plan adjustments to expedite schedule change, construction sequencing and coordination:

<p>Phase 1 – Pinole Valley HS Detention Basin, Utilities and Paving</p> <p>a. Underground detention basin, underground portable site utilities, fencing, & site paving.</p>	<p>Construction Completion: March 2014</p> <p>Detention Basin, Utilities & Paving Bid: August 2013 Construction Duration: Nov. 2013 to March 2014 (5 months)</p>
<p>Phase 2- Pinole Valley High School Interim Campus Site Work</p> <p>Construction of Interim Campus work and central utility yard in one bid.</p> <p>a. Interim Campus Construction and remaining miscellaneous site work. (1 – 6 mos.) b. Main Campus central utility yard. (Concurrent timeline 1 – 2 mos.)</p>	<p>Construction Completion: Mid-August 2014</p> <p>Interim Campus & Central Utility Yard bid: January 2014 Construction Duration: February 2014 to Mid-August 2014 (6 months)</p>
<p>Offsite Parking done during same time period separate bid. (non-DSA)</p> <p>c. Off-site parking</p>	<p>Off-site Parking bid: Construction Duration: TBD by KH</p>

9.2

<p>Phase 3- Pinole Valley HS Hillside Stabilization Pinole Valley HS Existing Buildings Demolition Combine existing campus demolition & hillside stabilization construction into one bid.</p> <p>a. Building Demolition (5 – 7 mos.). b. Hillside stabilization (Concurrent timeline 3 – 5 mos.).</p>	<p>Construction Completion: June 2015</p> <p>Hillside Stabilization /Existing Campus Demolition bid: April 2015</p> <p>Construction Duration: July 2014 to June 2015 (approx.: 1 year)</p>
<p>Phase 4 – Pinole Valley HS New Campus Construction of Main Campus & Pinole Valley Road improvements in one bid.</p> <p>a. Main campus construction (30 mos.). b. Pinole Valley Road Traffic Work (Concurrent timeline 4-6 mos.).</p>	<p>Construction Completion: August 2018</p> <p>New Campus Construction & Street Improvements Bid: March 2015 Construction Duration: July 2015 to August 2018 (3 years)</p>
<p>Phase 5 - Interim Campus Demolition: Demolition of interim campus temporary portables.</p>	<p>Construction Completion: December 2018</p> <p>Demolition of Interim Campus Temporary Portables Bid: June 2018 Construction Duration: September 2018 to December 2018 (4 months)</p>
<p>Phase 6- Athletic Fields, Field Houses & Bleachers: Construction of Field House buildings, bleachers, baseball field, stadium and re-skin existing track.</p>	<p>Construction Completion: April 2020</p> <p>Bid Date: January 2019 Construction Duration: February 2019 to April 2020 (15 months)</p>

Note: Existing Campus Building Demolition (Phase 3a) has been combined with Hillside Stabilization work (Phase 3)

ATTACHMENT No. 11

4 Year Extended Project Duration

Extended Project Schedule Calc	Concurrent Months	Consecutive Months	Concurrent Factor	Extended Months
Original Phasing and Schedule 5.5 Years	66	127	0.52	
Current Phasing and Schedule 9.5 Years	114	222	0.51	
Delta	48	95	0.52	49.1

Extended Project Schedule Calc By Phase

Phase 1 - Detention Basin, Utilities and Paving	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	7	32	224	\$ 220	\$ 49,280
Associate	7	120	840	\$ 195	\$ 163,800
Project Architect	7	140	980	\$ 155	\$ 151,900
Design Team	7	80	560	\$ 100	\$ 56,000
Tech Resources	7	16	112	\$ 80	\$ 8,960
Additional Fees					\$ 429,940

Phase 2 - Interim Campus	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	7	32	224	\$ 220	\$ 49,280
Associate	7	160	1120	\$ 195	\$ 218,400
Project Architect	7	140	980	\$ 155	\$ 151,900
Design Team	7	160	1120	\$ 100	\$ 112,000
Tech Resources	7	16	112	\$ 80	\$ 8,960
Additional Fees					\$ 540,540

Phase 3 - Demo and Hillside Stabilization	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	10	24	240	\$ 220	\$ 52,800
Associate	10	80	800	\$ 195	\$ 156,000
Project Architect	10	120	1200	\$ 155	\$ 186,000
Design Team	10	40	400	\$ 100	\$ 40,000
Tech Resources	10	8	80	\$ 80	\$ 6,400
Additional Fees					\$ 441,200

Phase 4 - PVHS New Campus	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	16	48	768	\$ 220	\$ 168,960
Associate	16	160	2560	\$ 195	\$ 499,200
Project Architect	16	140	2240	\$ 155	\$ 347,200
Design Team	16	160	2560	\$ 100	\$ 256,000
Design Team	16	160	2560	\$ 100	\$ 256,000
Tech Resources	16	16	256	\$ 80	\$ 20,480
Additional Fees					\$ 1,547,840

Phase 5 - Interim Campus Demo	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	2	24	48	\$ 220	\$ 10,560
Associate	2	80	160	\$ 195	\$ 31,200
Project Architect	2	80	160	\$ 155	\$ 24,800
Design Team	2	120	240	\$ 100	\$ 24,000
Tech Resources	2	16	32	\$ 80	\$ 2,560
Additional Fees					\$ 93,120

Phase 6 - Athletic Fields, Fieldhouse & Bleachers	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	6	32	192	\$ 220	\$ 42,240
Associate	6	140	840	\$ 195	\$ 163,800
Project Architect	6	140	840	\$ 155	\$ 130,200
Design Team	6	120	720	\$ 100	\$ 72,000
Tech Resources	6	16	96	\$ 80	\$ 7,680
Additional Fees					\$ 415,920

Totals	48				\$ 3,468,560
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Per Month \$ 72,261.67

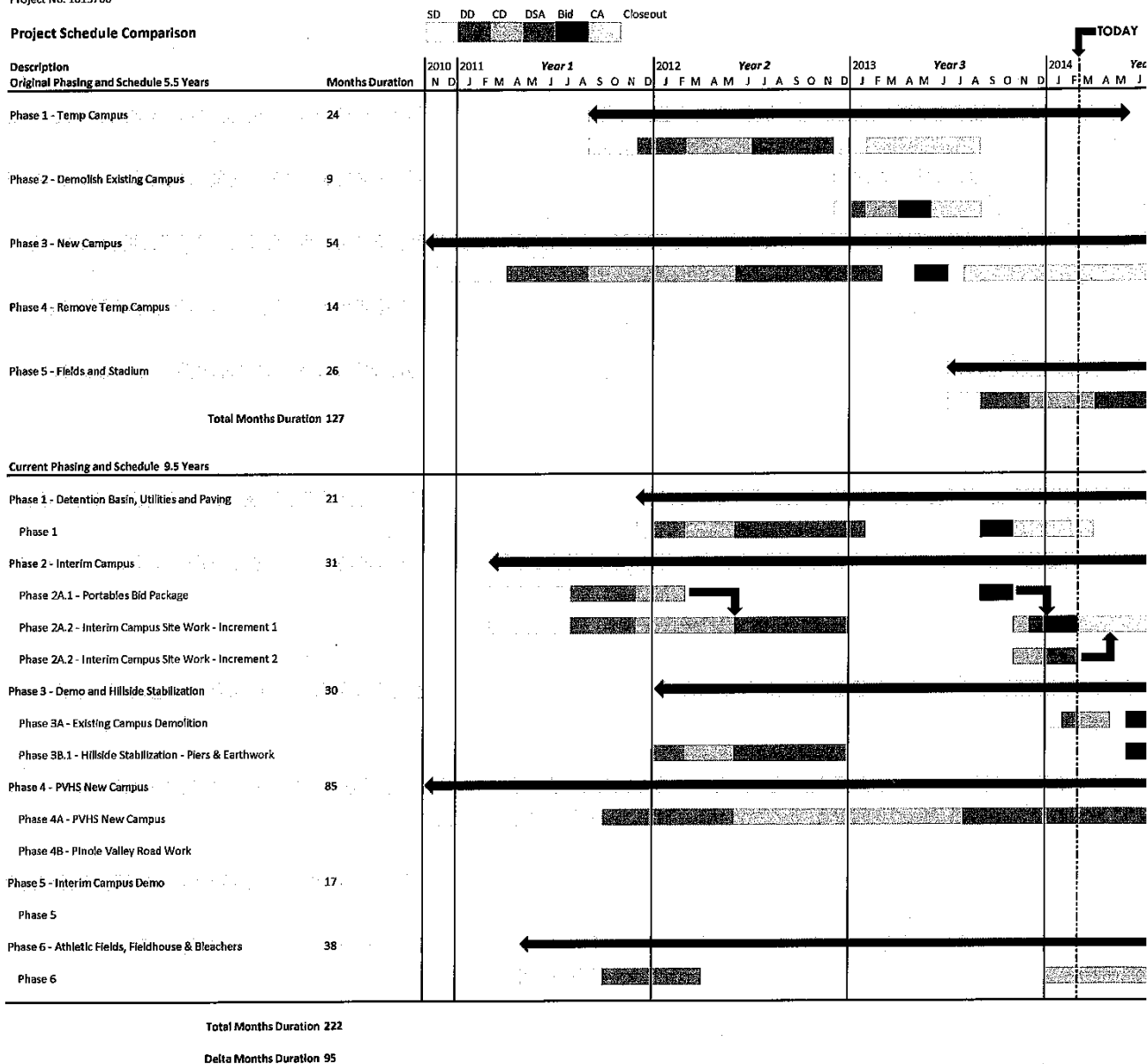
11.1

Pinole Valley High School
West Contra Costa Unified School District

Attachment No. 10

WLC Architects, Inc.
February 12, 2014
Project No. 1019700

Project Schedule Comparison



Notes:
1. Phase duration month count does not include gaps in process, subphases nor DSA closeout.

Exhibit F17-29

West Contra Costa Unified School District
Bond Program Management
 1300 Potrero Avenue • Richmond, CA • 94804
 (510) 307-4540 • (510) 412-5661 (fax)



Letter of Transmittal

Date: 8/8/2013
Project: Wilson ES Demolition

Transmitted To: **Thomas Butt**
 Interactive Resources
 117 Park Place
 Point Richmond, CA 94801

Transmitted By: **Tierra Andrews**

Transmitted For:	
<input type="checkbox"/>	your use
<input checked="" type="checkbox"/>	your records
<input type="checkbox"/>	your approval
<input type="checkbox"/>	your information

Delivered via:	
<input type="checkbox"/>	herewith
<input checked="" type="checkbox"/>	mail
<input type="checkbox"/>	overnight
<input type="checkbox"/>	ground

REMARKS:

Mr. Hamilton:

Enclosed please find your executed copy of Amendment No. 1 for Wilson ES Demolition.

Thank you,

Tierra Andrews

AMENDMENT NO: (1) ONE
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH
INTERACTIVE RESOURCES, ARCHITECTS
FOR
WOODROW WILSON ELEMENTARY SCHOOL RECONSTRUCTION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

JULY 15, 2013

**AMENDMENT NO: (1) ONE
AGREEMENT FOR PROFESSIONAL SERVICES
DATED NOVEMBER 17, 2011**

Between :

OWNER: West Contra Costa Unified School District
1300 Potrero Avenue
Richmond, CA 94804
(Hereinafter "District")

and

CONSULTANT: Interactive Resources, Architects
117 Park Place
Point Richmond, CA 94801
(Hereinafter "Consultant")

SUBJECT:

Adams Middle School Selective Demolition Project in preparation for Wilson ES Temp Campus
Amendment No (1) One
Construction Documents

1. The "Scope of Services" of the above referenced Agreement is hereby modified as follows:

Provide Construction Documents for the Adams Middle School Selective Demolition Project in preparation for the Wilson Elementary School Temporary Campus.

2. "Compensation and Payment" of our Agreement dated November 17, 2011 is hereby modified to allow for the additional fees required to implement the above changes. The present fee of \$2,400,000 is hereby increased by a fee of \$112,000 per attached proposals dated May 29, 2013, and approved by the Board of Education during its June 26, 2013 meeting, for a total fee of \$2,512,000.

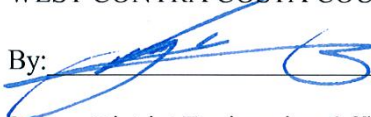
All other conditions of our Agreement (and subsequent Amendment(s) set forth above) remain in full force and effect as originally stated.

IN WITNESS WHEREOF, the Consultant has executed this Amendment, and the District by its District Engineering Officer, who is authorized to do so, has executed this Amendment.

CONSULTANT:

By:  Dated: 7/17/2013
Its: Andrew Butt / Principal Treasurer
Interactive Resources, Inc.

WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT:

By:  Dated: 8/12/13
Its: District Engineering Officer

CELEBRATING **40** YEARS
INTERACTIVE RESOURCES
ARCHITECTS & ENGINEERS 1973-2013

• • • May 29, 2013

117 Park Place
Richmond, CA 94801
510.236.7435
intres.com

Magdy Abdalla
West Contra Costa Unified School District
1300 Potrero Avenue
Richmond, CA 94804

Subject: Adams Middle School Demolition – Scope Outline and Fee Proposal – Revised 5/29/13

Dear Magdy:

It is our understanding that the West Contra Costa Unified School District desires to demolish the existing 3-story academic building on the Adams Middle School site, including hazardous materials abatement and site preparation and security fencing measures as necessary, post-demolition. It is our further understanding that the existing gymnasium and arts building is to remain, and will need to fully function from a systems standpoint after the classroom building that currently supplies it with water, power, fire alarm, and data/telecom is demolished. The following outlines the scope of work to be performed by Interactive Resources and our consultant team in support of the proposed project.

At the District's request we are separating the amounts for preparation of construction documents and construction administration services.

Project Understanding:

The following is our understanding of the proposed project, based on information we have received from the District:

The 3-story concrete and steel-framed academic building, housing classrooms, administrative offices, library, cafeteria, and various lab and other miscellaneous functions will be demolished in its' entirety, leaving only portions of concrete floor slabs and retaining wall elements to maintain site stability. Hazardous materials will be abated as required by the State of California, and Contra Costa County, and the related survey, assessment and work plan (plans and specifications) for the abatement will be procured directly by the District under a separate contract.

In addition to the structure demolition, the scope of work will entail civil and structural design to properly terminate all utilities on site, and prepare the site as deemed appropriate in a state that would be visually pleasing, low-maintenance, and hazard-free, with appropriate considerations for drainage, fencing, and paving or planting. Finally, there will be mechanical, electrical, plumbing, and fire sprinkler system consultants needed to ensure that the existing gym/arts building is fully functional after the demolition of the 3-story academic building.

The following buildings are to remain, and where needed be protected from potential damage from adjacent demolition work:

1. The Gym and Arts Buildings
2. The Portable on the north side of the Academic Building
3. The Greenhouse on the north east corner of the Academic Building

✓
OK
Magdy
5/29/13
\$112K

May 6, 2013
Magdy Abdalla
Page three of three

Proposed Scope of Work – Basic Services (broken down by discipline):

Architectural:

1. Meet with WCCUSD, EBMUD, Sanitary District (West County Waste Water), PG&E, Contra Costa County, and neighborhood group (as deemed necessary) to discuss project and determine potential impacts and effects of project with regard to county requirements for storm water, utilities, easements, traffic and street impacts, etc. (Assume a total of 20 meetings)
2. Prepare cover sheet, site plan, demolition site plan, and new site plan, and building demolition plans
3. Prepare demolition specifications
4. Meet with District staff and consultants to review work plan and bid package (Assume total of 15 meetings)
5. Assist District with preparation of final bid documents
6. Participate in bid walk
7. Respond to RFI's and issue addenda as necessary during bidding phase
8. Meet weekly and visit site as necessary during construction (demolition and site preparation/remediation)
9. Respond to RFI's and issue ASI's and/or change orders as necessary during construction
10. Project closeout

Structural:

1. Review documents and as-built conditions to determine requirements for structural stabilization of retaining wall after building demolition/removal
2. Design stabilization elements for retaining wall
 - a. Plans
 - b. Specifications
 - c. Structural details
 - d. Calculations
3. Bidding Phase and Construction Administration phase support

Electrical:

1. Site visit to determine location and quantity of electrical connections
2. Meet with District M&O staff to determine and seek by-in on best approach to addressing electrical, fire-alarm, data/telecom and site lighting needs related to the project
3. Prepare demolition plans for District review and incorporation into bid set
4. Where fire alarm, intrusion alarm, and power are to remain to existing structures, these systems will need to be analyzed and a best approach determined to keep them active.
5. Site visits as necessary during project execution
6. CA and bidding phase support
7. Coordination with PG&E
8. Design for new services and infrastructure

May 6, 2013
Magdy Abdalla
Page three of three

Civil:

1. Meeting with Contra Costa County planning/building department to review and discuss proposed building demolition and interim site stabilization improvements.
2. Utility research (EBMUD, Cable TV, Telephone, Sanitary Sewer Agency)
3. Site visit to determine and validate utility information
4. Prepare civil demolition plan
5. Prepare utility relocation/kill plan
6. Prepare Erosion Control Plan
7. Prepare details and specifications
8. Meetings and site visits as necessary
9. CA and bidding phase support
10. Demolition as-built of site utilities
11. Fencing plan and details
12. Planting plan and seed mix specifications

Mechanical/Plumbing/Fire Protection:

1. Design and specify new water and fire-protection service to existing Gym and Arts Building.

The following items are to be provided by District or as agreed upon as additional scope:

1. Complete topographic and boundary survey, showing all property boundaries, utilities, easements, and site features.
2. Hazardous materials abatement survey, drawings, and specifications
3. Front-end specifications
4. Geotechnical and Geo-hazard report
5. As-built drawings indicating existing conditions and locations of buildings, utilities, foundations, etc.
6. Current title report, dated within the last 6 months, including copies of all deeds and encumbrances
7. Reimbursement for all reprographic costs at a cost plus 10% basis

Proposed Consultant Team:

Architectural and Structural, Interactive Resources
Civil, Milani and Associates
Site Utilities, Tarrar Utility Consultants
Electrical, Brokaw Consulting
Mechanical/Plumbing/Fire Protection, 15,000 Inc.

Compensation:

Total fee for preparation of bid documents, including all meetings and consultant services will be performed for a lump sum fee of \$112,000.00.

May 6, 2013
Magdy Abdalla
Page three of three

Bidding and Construction Administration phase services will be performed for a lump sum fee of \$80,000.00.

We look forward to working with the District on this project!

Sincerely,

Andrew M. Butt, AIA, LEED AP
Principal

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Helms Middle School Sports Field & Landscaping Project Measure D-2010 Bond (PID:2101101-16)	May 2013	RGA Environmental, Inc.	\$12,725	Additional Environmental Engineering services for Chlordane investigation.
WCCUSD Facilities Operations Center Permanent Relocation Project Measure D-2010 Bond (PID: 66910054-00)	June 2013 through January 2014	AE3 Partners	\$68,000	Project Programming and Design services.
Pinole Valley High School Off-Site Parking & Signal Project Measure D-2010 Bond (PID:3621377-10)	July 2013 through September 2013	Kister, Savio & Rei, Inc.	\$36,720	Civil Engineering Services and Specifications for Off-site improvements.
Adams Middle School Selective Demolition Project in preparation for Wilson ES Temp Campus Measure D-2010 Bond (PID:1651384-04)	July 2013 through December 2013	Interactive Resources	\$112,000	Construction Documents Development.
Portola Middle School Campus Replacement Project Measure J Bond (PID:2141103-06)	June 2013 through August 2013	Bumgardner Biological Consulting	\$7,880	Biological Clearance Survey Services.
Bayview Elementary School and Vista Hills Transition Restrooms Renovation Project Measure J Bond (PID:1041223-16 & 1631223-09)	June 2013 through March 2014	W. J. Robinson & Associates, Inc.	\$44,710	Construction Management Services.

June 26, 2013

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and/or will not be done on any District property occupied by students and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

7/18/2013
Andrew Butt (Interactive Resources)
Andrew Butt
Principal / Treasurer

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 7-18-13

Proper Name of Consultant: Interactive Resources, Inc.

Signature: [Handwritten Signature]

Print Name: TOM BURT

Title: PRES.

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

Information regarding Consultant:

Consultant: Interactive Resources Inc 94-2223210

License No.: 4000-3862 city of Richmond Employer Identification and/or Social Security Number

Address: 117 PARK Place Pt. Richmond, CA 94801

Telephone: 510-236-7435

Facsimile: 510-232-5325

E-Mail: eva.diaz@intres.com

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: CA
- Limited Liability Company
- Other: _____

Contract No. 1000000582
Project No. 1651384-04

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)
Interactive Resources, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Other (see instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.)
117 PARK Place

City, state, and ZIP code
Richmond CA 94801

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-			
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number


9	4	-	2	2	2	3	2	1	0
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person 

Date ▶ *7-18-13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit F17-30

West Contra Costa Unified School District
Bond Program Management
 1400 Marina Way S. • Richmond, CA • 94804
 (510) 307-4540 • (510) 412-5661 (fax)



Letter of Transmittal

Date: 1/31/2014
Project: Nystrom ES Modernization / Wilson ES Reconstruction
WCCUSD Project No.: #1441205-02 / #1651384-03

Transmitted To: **Thomas Butt**
 Interactive Resources
 117 Park Place
 Point Richmond, CA 94801

Transmitted By: **Tierra Andrews**

Transmitted For:	
<input type="checkbox"/>	your use
<input checked="" type="checkbox"/>	your records
<input type="checkbox"/>	your approval
<input type="checkbox"/>	your information

Delivered via:	
<input type="checkbox"/>	herewith
<input checked="" type="checkbox"/>	mail
<input type="checkbox"/>	overnight
<input type="checkbox"/>	ground

REMARKS:

Mr. Butt:

Enclosed please find your executed copy of the following Amendments:

- Amendment 23 – Nystrom ES Modernization
- Amendment 2 – Wilson ES Reconstruction

Thank you,

Tierra Andrews

AMENDMENT NO: (2) TWO
TO AGREEMENT FOR PROFESSIONAL SERVICES
WITH
INTERACTIVE RESOURCES, ARCHITECTS
FOR
WOODROW WILSON ELEMENTARY SCHOOL RECONSTRUCTION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
DECEMBER 20, 2013

**AMENDMENT NO: (2) TWO
AGREEMENT FOR PROFESSIONAL SERVICES
DATED NOVEMBER 17, 2011**

Between :

OWNER: West Contra Costa Unified School District
1400 Marina Way South
Richmond, CA 94804
(Hereinafter "District")

and

CONSULTANT: Interactive Resources, Architects
117 Park Place
Point Richmond, CA 94801
(Hereinafter "Consultant")

SUBJECT:
Wilson Elementary School Campus Replacement
Amendment No (2) Two
Additional Design Fee

1. The "Scope of Services" of the above referenced Agreement is hereby modified as follows:

Provide additional architectural services, as listed in the attached fee proposal, dated November 21, 2013, for the Wilson Elementary School Campus Replacement Project.

2. "Compensation and Payment" of our Agreement dated November 17, 2011 is hereby modified to allow for the additional fees required to implement the above changes. The present fee of \$2,512,000 is hereby increased by a fee of \$900,000 per attached proposals dated November 21, 2013, and approved by the Board of Education during its December 11, 2013 meeting, for a total fee of \$3,412,000.

All other conditions of our Agreement (and subsequent Amendment(s) set forth above) remain in full force and effect as originally stated.

IN WITNESS WHEREOF, the Consultant has executed this Amendment, and the District by its District Engineering Officer, who is authorized to do so, has executed this Amendment.

CONSULTANT:

By:  Dated: 12/27/2013

Its: PRES.

WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT:

By:  Dated: 1/30/14

Its: District Engineering Officer

CELEBRATING **40** YEARS
INTERACTIVE RESOURCES
 ARCHITECTS & ENGINEERS 1973–2013

• • • November 21, 2013

117 Park Place
 Richmond, CA 94801
 510.236.7435
 intres.com

Mr. Magdy Abdalla
 District Engineering Officer
 West Contra Costa Unified School District
 1300 Potrero Ave.
 Richmond, CA 94804

Dear Mr. Abdalla,

In light of a number of considerations, many listed below, I am compelled to make an official request for additional design fees for the Woodrow Wilson Elementary School project as set forth in our contract with the District. I hope you will consider this request with fairness and earnestness. As always, I would be very happy to meet with you or any other District representatives to discuss at any time.

Rationale for project cost increase and related design fee increase request for Woodrow Wilson Elementary school:

- Complex structural system required due to location of school site in proximity to Hayward fault and shape of site – required two-story construction, elevator, and DSA mandated dynamic analysis of structural design (requiring additional structural consultant specialist at significant additional cost)
- Total area of building is greater than initial District standard area calculation based on actual program specific to this school, and nature of 2-story construction and circulation.
- Complex parking/drive design due to site constrictions
- The current District standards are significantly more expensive and complex than those in place at the time the initial budget was contemplated, adding both cost and complexity to the design that was not existing at the time our fee was proposed. These standards continue to change, despite the fact that we are well into construction documents.
- Complexity of site civil and landscaping design due to site specific conditions and CHPS requirements
- Delayed review and feedback from District on our 100% DD submittal, and a number of fairly significant changes to the design as a result of these delayed reviews, including changes to the fire alarm system, mechanical system, trash requirements, kitchen design, and paving standards, among others.
- The most recent cost estimate at completion of Design Development appears to be in line with other District projects cost estimates of projects of similar size and scope. It is our belief that the original budgets were simply not reflective of the actual size, scope, and construction costs of these projects.

- Our proposed fee on November 11, 2011 was based on the design of a school estimated to be constructed at a cost of \$24M. This number is significantly less than the actual current cost estimate of \$33.8M, which appears to be in line with other similar District projects in design currently. We feel that in light of all of the above mentioned factors, it is fair that we seek an additional compensation commensurate with the project being designed, for an additional amount of \$900,000 or 10% of the difference between the originally budgeted \$24M and the DD estimate of \$33.8M. This would put the A/E fees at a total of 10% of current estimated cost, which we believe to be adequate to complete the design, and within the industry standard.

Thank you very much for your consideration of this important request.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Butt".

Andrew Butt, AIA
Principal
Interactive Resources, Inc.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Hercules Middle High School Science & Culinary Arts Building Project Measure D-2010 Bond (PID:3761356-00)	October 2013 through January 2014	Interactive Resources	Not to Exceed \$5,000	DSA certification
Highland Elementary School Campus Replacement Project Measure E-2012 Bond (PID:1221357-04)	October 2013 through January 2014	KCP	\$31,800	Boundary and topographic survey services
Portola Middle School Campus Replacement Project Measure J Bond (PID:2141103-06)	October 2013 through December 2013	HY Architects, Inc.	\$16,690	Additional design services.
WCCUSD Facilities Operation Center Permanent Relocation Measure E-2012 Bond (PID:66910037-00)	December 2013 through April 2014	Grossman Design Group	\$30,000	Waterproofing design consultation.
Montalvin Elementary School Classroom Building Project Measure D-2010 Bond (PID:1401347-00)	December 2013 through June 2014	Environmental Technical Services, Inc.	\$17,550	Environmental Engineering services & Site Assessment
FOC Building Fund 40 (PID:6691396-00)	October 2013 through June 2014	Allana Buick & Bers	\$58,088	Design Services
Bond Program Management Measure J & D-2010 Bonds	July 2013 through March 2014	Blueprint Express	\$86,550	Reproduction Services.
Wilson Elementary School Campus Replacement Project Measure D-2010 Bond (PID:1651384-03)	May 2013 through December 2013	Interactive Resources	\$900,000	Additional design fee.

December 11, 2013

Exhibit F17-31



CLIENT FOCUSED. PASSION DRIVEN.

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME:	Pinole Valley High School New Campus	DATE:	3/10/2014
		REVISED:	8/7/2014
CLIENT:	West Contra Costa Unified School District	WLC PROJECT No.:	1019700.06
PH. No.:	(510) 307-4540	FAX No.:	(510) 231-2406
		ASA No.:	5

ADDITIONAL SERVICES DESCRIPTION:

As construction of the Pinole Valley High School (PVHS) first phases moves forward and the main campus is in DSA, it is appropriate at this time to adjust our fees to reflect the current project expanded scope and increased budget.

Construction Administration Services and Scope Increase:

Pursuant to our August 6, 2014 meeting with Magdy Abdalla and Juan Garahan and the direction of the West Contra Costa Unified School District (WCCUSD) Board of Education per (Attachment 1) agenda item No. C.14 dated September 19, 2012, bidding, construction administration, and closeout services in the amount of \$2,858,589 for the new Pinole Valley High School Phases III and V were removed from our contract (to allow WLC to be compensated for design of the increased scope and construction budget without changing our fees at that time) with the intent of adding the services back in.

Per the unprocessed Additional Service Authorization 3, (Attachment 2) dated September 10, 2012 fee calculation, a fee increase of \$2,858,621 was identified based on an estimated construction budget increase from \$84,641,487 to \$118,660,000. **It must be stated that at this point in the project, the final scope and construction phasing impacts were not fully defined.**

Subsequently, the Project Budget has increased to \$180 million and the Construction Budget has increased to \$134,375,168 due to the following:

- Project program, square footage, and scope increases.
- Ten (10) separate phase tasks.
- Nine (9) anticipated separate bid packages.

The new estimated construction cost has been generated per the PVHS – New Campus Cost Estimate Project Summary dated June 18, 2013 (Attachment 3) and as approved at the June 19, 2013 Board Meeting and confirmed at the February 11, 2014 Facilities Subcommittee meeting. The "PVHS Fee Calculation" spreadsheet (Attachment 4), dated September 16, 2013 recalculates the original fee as indicated in Exhibit "D" from our contract (Attachment 5) from \$8,451,539 to \$12,760,093 or an increase of \$4,308,554. The fee recommendations are summarized in the Fee Schedule table that follows.

Additional Services Authorization 5
 Pinole Valley High School New Campus
 Project 1019700.06
 March 10, 2014
 Revised August 7, 2014
 Page 2

FEE SCHEDULE:

		Fees
Current Fee Based on Construction Cost of:	\$ 84,641,487	\$ 8,586,140
Current Fee Includes Amendments 1, 2, and 3		
Fee Increase Based on a Construction Cost of:	118,660,000	2,858,621
Construction Cost Agreed to per ASA 3, dated 9/10/2012		
Fee Increase Based on a Construction Cost of:	134,375,168	1,449,933
Construction Cost Confirmed at 2/11/2014 Facilities Subcommittee		
CA, Bidding, Closeout, and Scope Fee Increase		\$ 4,308,554
Total Revised Base Compensation (Includes Amendments 1, 2, and 3)		12,894,694

ADDITIONAL SERVICES APPROVAL

Please sign and return:

Acceptance copy of this service authorization **MUST BE** returned prior to commencement of work.

SIGNATURE: _____ **DATE:** _____
PRINT NAME: MAGDY ABDALLA **CLIENT P.O./PROJECT No.:** _____

FROM:  _____, WLC Architects, Inc.
 KEVIN A. MacQUARRIE
 Architect, AIA
 Vice President, Principal

ACKNOWLEDGEMENT COPY – PLEASE SIGN AND RETURN

cc: Juan L. Garrahan, Deputy Program Manager, SGI Construction Management
 Keith Holtlander, Director of Facilities and Construction, West Contra Costa Unified School District
 Nanette K. Piccini, Director, Accounting, Associate, WLC Architects, Inc.
 Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

KAM:dr
 P01019700x5REV-asa

ATTACHMENT No 1.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** September 19, 2012
From: Bill Fay **Agenda Item:** CI C.14
Associate Superintendent for Operations
Subject: Approval of Pinole Valley High School Replacement Campus Revised Design Fees

Background Information:

Pinole Valley High School Campus Replacement is one of the listed projects in Measure D-2010 Bond. The project was initiated with a typical scope of site and environmental conditions for a high school campus replacement. However, extensive and comprehensive traffic, site access, seismic, and geotechnical issues have required substantial coordination and design modifications by WLC and its consultants. The \$2,858,589 fee that addresses the additional scope will be achieved by reducing and eliminating construction administration services during the construction of the new campus, sports fields, parking, and courts restoration, phases III and V.

Recommendation: Approve proposed Pinole Valley High School Replacement Campus Revised Contract Scope. The architect will submit an additional service proposal for the deleted scope at the time of construction.

Fiscal Impact: No financial impact at this time.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

rk

1.1

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
SEPTEMBER 19, 2012**

BOARD AGENDA PACKETS AND INFORMATION:

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, and at public libraries throughout West County.

Complete Board agendas and packets are available online at: www.wccusd.net.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District office located at 1108 Bissell Avenue, Richmond, CA 94801 during normal business hours. In addition, such writings and documents may be posted on the District's website as noted above.

VIEWING THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is available by the City of Pinole on PCTV Channel 26/28, the City of Richmond KCRT Channel 28 and the City of Hercules Cable Channel 28. Please check the city websites for local listings of broadcast schedules.

You may also find the complete meeting available on a tape-delay basis through the Richmond City Web Page at: <http://www.kcrt.com> within a few days of the recording date.

Audio tapes of Board meetings are kept on file at the Administration Building, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1101).

The Board of Education would like to acknowledge Comcast, the cities of Pinole and Richmond, and WCCUSD staff for their generosity and efforts in helping to televise WCCUSD Board of Education meetings.

ATTENDING BOARD MEETINGS:

The public is warmly invited to attend and participate in all WCCUSD Board of Education meetings.

Location: **LOVONYA DEJEAN MIDDLE SCHOOL
3400 MACDONALD AVENUE
RICHMOND, CA 94805**

Time: The **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **6:00 PM** in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (Exhibit A). The Board will then adjourn to closed session and reconvene in open session to address the regular agenda (Exhibits B-G) at 6:30 PM.

Order of Business: **ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

Special Accommodations: Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Please contact the Superintendent's Office at 510-231-1101 at least 48 hours in advance of meetings.

"of children be more careful than anything."
e.e. cummings

Fiscal Impact:

None

***CI C.12 Ratification and Approval of Engineering Services Contracts**Comment:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation:

Ratify and approve contracts as noted

Fiscal Impact:

Total for this action: \$167,189. Funding sources as noted.

***CI C.13 Ratification and Approval of Negotiated Change Orders**Comment:

Staff is seeking ratification of change orders on the following current District construction projects: New Gompers & LPS Richmond Schools, Peres Elementary School Dental Clinic, Dover Elementary School, and Ohlone Elementary School Phase I Campus Replacement. Change orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by ratifying these change orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Ratify negotiated change orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$341,754.62

***CI C.14 Approval of Pinole Valley High School Replacement Campus Revised Design Fees**Comment

Pinole Valley High School Campus Replacement is one of the listed projects in Measure D-2010 Bond. The project was initiated with a typical scope of site and environmental conditions for a high school campus replacement. However, extensive and comprehensive traffic, site access, seismic, and geotechnical issues have required substantial coordination and design modifications by WLC and its consultants. The \$2,858,589 fee that addresses the additional scope will be achieved by reducing and eliminating construction administration services during the construction of the new campus, sports fields, parking, and courts restoration, phases III and V.

Recommendation:

Approve proposed Pinole Valley High School Replacement Campus Revised Contract Scope. The architect will submit an additional service proposal for the deleted scope at the time of construction.

Fiscal Impact:

No financial impact at this time.

***CI C.15 Citizens' Bond Oversight Committee (CBOC) Appointment: Tom Waller appointed by Richmond Chamber Commerce Board**

Comment:

The Richmond Chamber Commerce Board has recommended that Tom Waller be appointed to the Citizens' Bond Oversight Committee for the two (2) year term. The business organization appointment is currently vacant.

Recommendation:

Approve appointment as noted.

Fiscal Impact:

None

***CI C.16 Approval of Board Member to Attend Conference**

Comment:

Board Bylaw 9250 stipulates members of the board shall be reimbursed for allowable expenses incurred in attending any meetings or in making any trips on official business of the school district when so authorized in advance by the Board of Education. (Education Code 35044). Board member Antonio Medrano has expressed interest in attending the following conference:

- California Latino School Boards Association Unity 2012 Conference, October 5-6, 2012, San Diego, CA

Expenses including registration, travel, food and lodging are budgeted and there is sufficient funding within that budget.

Recommendation:

Recommend approval

Fiscal Impact:

General Fund

***CI C.17 Resolution No. 20-1213: Resolution to Support Contra Costa County Fire Protection District Measure Q on the November 2012 Election Ballot**

Comment:

The West Contra Costa Unified School Districts supports the Contra Costa County Fire Protection District Measure Q as placed on the November 2012 ballot.

ATTACHMENT No. 2



George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCarnillo, AIA • Glenn Ueda, AIA
 Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie • Mark Graham, AIA.
 Bill Louie, AIA • Leopold Ray-Lynch, AIA

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: Pinole Valley High School New Campus
 CLIENT: West Contra Costa Unified School District
 PH. No.: (510) 307-4540 (510) 231-2406

DATE: January 19, 2012
 REVISED: September 6, 2012
 REVISED: September 10, 2012

WLC PROJECT NO.: 1019700.06

ADDITIONAL SERVICE **Additional Services Authorization 3**
 DESCRIPTION:

Pursuant to the direction of the West Contra Costa Unified School District Facilities Subcommittee at their December 13, 2011 meeting, the new Pinole Valley High School (PVHS) project construction budget has been increased from \$84,641,487.00 to \$118,660,000.00. The primary reasons for the increase in budget are the building program has expanded to accommodate additional school program requirements and non-building program cost impacts. A comparative summary between the original PVHS program scope requirements and the current approved scope is attached for reference. The following chart delineates the scope of work in each phase with **new scope in bold type**.

1. Phase 1 Temporary Housing:
 - a. Temporary Housing RFP including temporary campus site work and portable building connections.
 - b. Utilities to temporary campus, retention basin, and paving.
 - c. **Structural engineering design of structural piers for hillside stabilization.**
 - d. **Civil engineering design of off-site parking at the Church and Library to accommodate the temporary housing parking requirements.**
2. Phase 2 Demolition of Existing Campus:
 - a. Demolition of existing buildings including hazardous material abatement.
 - b. **Civil engineering design of bench swales and hillside keyway drainage for hillside stabilization excavation work.**
3. Phase 3 New Campus, Play Yard Areas and Parking Lots:
 - a. Campus site improvements.
 - b. **Civil and landscaping design of Pinole Valley Road street markings, bus pull-out, four new traffic signals, and street frontage furnishings.**
4. Phase 4 Removal of Temporary Housing, Paving, and Utilities.
5. Phase 5 Sports Fields/Parking/Court Restoration:
 - a. Field houses and concession stands.
 - b. Athletic ball field improvements, running track, and bleacher installations.

The complete PVHS Project Phasing and Schedule dated January 17, 2012 is attached for reference.

Additional Service Authorization 3
Pinole Valley High School New Campus / Project 1019700.06
January 19, 2012
Revised September 6, 2012
Revised September 10, 2012
Page 2

The attached table "PVHS Fee Calculation", dated January 18, 2012 recalculates the original fee as indicated in the attached Exhibit "D" from our contract. The revised construction costs for the fees are taken from the attached PVHS Construction Cost by Phase, dated January 17, 2012.

As per Amendment No. (2) Two, dated November 2, 2011 to our PVHS Contract, our fee is currently \$8,519,589.00.

The District has directed WLC to remove or reduce the cost of Bidding, Construction Administration, and Closeout Services in Phases 3 and 5 per the attached invoice, in order to maintain our current fee of \$8,519,589.00. At the point in time when the District chooses to proceed with Phases 3 and 5 Bidding, Construction Administration, and Closeout, an amendment to our contract for these services will be issued.

Please issue an amendment for the revised scope and services.

FEE SCHEDULE:

We will invoice for this work against our Project 1019700.


We will invoice for this work monthly per phase on a percentage complete bases including consulting engineer charges as defined in our contract dated December 29, 2010.

ADDITIONAL SERVICES APPROVAL

Please sign and return:

Acceptance copy of this service authorization **MUST BE** returned prior to commencement of work.

SIGNATURE _____ DATE: _____
PRINT NAME: MAGDY ABDALLA, District Engineering Officer CLIENT P.O. / PROJECT NO.: _____

FROM:  _____, WLC Architects, Inc.
KEVIN A. MacQUARRIE, Architect, AIA, Vice, President, Principal

ACKNOWLEDGMENT COPY - PLEASE SIGN AND RETURN

KAM:jg:dr \ P01019700x3R2-asa

- Attachments: Comparative Summary between ECHS and PVHS
PVHS Project Phasing and Schedule
PVHS Fee Calculation
Exhibit D
PVHS Construction Cost by Phase
Invoices 80 and 81

- cc: Bill Fay, Associate Superintendent of Operations, West Contra Costa Unified School District
Nanette K. Piccini, Director, Accounting, Associate, WLC Architects, Inc.
Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

2.2

Pinole Valley High School
Proposed Project Schedule

WLC Architects, Inc.
1/18/2012

Billing						
Phase 1	Phase 0	Temp Housing/Portablaters Package/APP	Start Date	End Date	Duration	
		Construction Documents	11/14/11	02/14/12	3 mo.	
		Consultant Submittal	02/07/12			
		Bidding	02/14/12	03/23/12	1 mo.	
		Award	03/23/12	04/17/12	1 mo.	
		Fabrication	04/17/12	07/17/12	3 mo.	
Phase 1	Phase 1	Retention Basin/Temp Housing Utilities/Paving Package				
		Construction Document	12/01/11	04/02/12	4 mo.	
		Consultant Submittal	03/26/12			
		DSA Submittal/Review	04/02/12	04/30/12	1 mo.	
		Bidding	05/08/12	05/29/12	3 wks	
		Award/Mobilization	06/07/12	07/01/12	3 wks	
		Construction	07/01/12	11/15/12	4.5 mo.	
Phase 1	Phase 2	Hillside Stabilization Package				
		Design Development	01/03/12	03/17/12	1.5 mo.	
		Consultant Submittal	02/15/12			
		Construction Document	02/20/12	03/19/12	1 mo.	
		Consultant Submittal	03/18/12			
		District Review	03/20/12	03/30/12	2 wks	
		DSA submittal/review	03/20/12	04/20/12	1 mo.	
		DSA backcheck	04/23/12	04/30/12	1 wk.	
		Consultant Submittal	04/27/12			
		Bidding	05/01/12	05/18/12	3 wks	
		Award/Mobilization	05/21/12	06/08/12	3 wks	
		Construction*				
		1. Pier Drilling	06/11/12	06/20/12	2 mo.	
		2. Pier Drilling	06/10/12	12/20/12	6 mo.	
		3. Excavation and Compaction	08/12/12	12/20/12	4 mo.	
Phase 1	Phase 3	Temp Housing Site Package/Off-site Temporary Parking				
		Design Development & Outline Spec	08/01/11	11/31/11	4 mo.	
		Consultant Submittal	01/31/12			
		Construction Document	12/01/11	05/01/12	7 mo.	
		Consultant Submittal	05/14/12			
		DSA Submittal & Review	06/04/12	08/04/12	3 mo.	
		Pick up DSA comments	09/05/12	09/26/12	2 wks	
		DSA Backcheck	09/27/12	10/05/12	2 wks	
		Consultant Submittal	09/26/12			
		District Review	10/06/12	11/05/12	1 mo.	
		Bidding	11/06/12	12/07/12	1 mo.	
		Award/Mobilization	12/10/12	12/21/12	2 wks	
		Construction	12/18/12	08/26/13	8 mo.	
		Move In	07/26/13	08/26/13	1 mo.	
Phase 2	Phase 4	Demolition/Hazmat Package				
		Construction Document	02/01/13	04/01/13	2 mo.	
		Bidding	04/04/13	05/07/13	1 mo.	
		Award/Mobilization	05/15/13	06/07/13	3 wks	
		Hazmat Abatement	06/08/13	09/08/13	3 mo.	
		Demolition - Entire Campus	07/22/12	11/20/13	4 mo.	
Phase 3	Phase 5	New Campus Package/Underground Utilities/Off-site Street Improvements				
		Design Development	10/05/11	03/30/12	6 mo.	
		Consultant Submittal (50%)	02/07/12			
		Consultant Submittal (100%)	03/23/12			
		Construction Documents	04/02/12	01/30/13	10 mo.	
		Consultant Submittal (50%)	08/01/12			
		Consultant Submittal (95%)	01/16/13			
		DSA Submittal & Review	02/04/13	08/02/13	6 mo.	
		Pick up DSA comments	08/05/13	09/03/13	1 mo.	
		DSA Backcheck	09/09/13	10/11/13	1 mo.	
		Consultant Submittal (100%)	09/06/13			
		District Review	10/15/13	11/01/13	2 wks	
		Bidding	11/04/13	12/20/13	1.5 mo.	
		Award/Mobilization	12/25/13	02/14/14	1.5 mo.	
		Construction	02/17/14	07/14/16	2 yrs 5 mo.	
		Move In	07/14/16	08/14/16	1 mo.	
Phase 4	Phase 6	Temp Housing Demolition Package				
		Construction Documents	05/01/15	07/31/15	3 mo.	
		Bidding	09/01/15	09/22/15	3 wks	
		Award	09/22/15	10/05/15	2 wks	
		Demolition	10/06/15	02/07/17	4 mo.	
Phase 5	Phase 7	Site Work/Field House Package				
		Design Development	10/05/11	03/30/12	6 mo.	
		Consultant Submittal (50%)	02/07/12			
		Consultant Submittal (100%)	03/23/12			
		Construction Documents	06/01/15	09/30/15	4 mo.	
		Consultant Submittal (50%)	07/15/15			
		Consultant Submittal (95%)	09/22/15			
		DSA Submittal & Review	10/01/15	11/30/15	2 mo.	
		Pick up DSA comments	12/01/15	12/16/15	2 wks	
		DSA Backcheck	12/16/15	01/15/16	1 mo.	
		Consultant Submittal (100%)	12/15/15			
		Bidding	04/15/16	05/07/16	3 wks	
		Construction	02/07/17	12/20/17	10 mo.	

* Pending feedback from geotechnical contractor

1/18/2012:2010101970010-Gen\Documents\Schedule\PVHS project schedule 2012-1-9

Pitrole Valley High School Fee Calculation
 WLC Architects, Inc.
 Project No. 1019700
 Wednesday, January 18, 2012

Phase / Professional Services	Original Estimated Construction Cost	WLC Fee %	Actual Fee Calc.	Original WLC Fees	Revised Estimated Construction Cost	WLC Fee %	Revised WLC Fees
Temp Housing Lease (for fee calc only)	\$ 6,988,800	6%	\$ 419,328	\$ 419,328	\$ 2,154,000	6%	\$ 129,240
Temp Housing (Portables Package RPP)	\$ 1,959,510	10%	\$ 195,951	\$ 204,720		10%	\$ -
Retention Basin / Temp Housing Utilities / Paving Package							
Piers for Hillside Stabilization Package							
Off-Site Temporary Parking							
2 Demolition of Existing Campus							
Demolition of Existing Campus	\$ 4,339,235		\$ 433,924	\$ 99,195	\$ 2,120,000	10%	\$ 212,000
Earthwork for Hillside Stabilization							
Phase 2 Subtotal	\$ 4,339,235				\$ 2,415,000	10%	\$ 241,500
					\$ 4,535,000		\$ 453,500
4 Removal of Temporary Housing							
Removal of Temporary Housing	\$ 705,959		\$ 70,596	\$ 70,327	\$ 1,159,000	10%	\$ 115,900
5 Sports Fields / Parking / Earth Restoration							
Sports Fields / Parking / Earth Restoration	\$ 705,959		\$ 70,596	\$ 670,309	\$ 1,311,700	10%	\$ 131,170
Total Base Compensation	\$ 84,441,487		\$ 8,528,796	\$ 8,451,539	\$ 118,660,000		\$ 11,310,160
Amendments							
Original Base Compensation					\$ 34,018,519		\$ 2,858,621
Amendment No. 1 Dated June 27, 2011							\$ 8,451,539
Amendment No. 2 Dated November 2, 2011							\$ 28,600
Amendment No. 3 Dated February 22, 2012							\$ 39,450
Total Revised Compensation							\$ 2,858,621

2.4

Notes:

- * The Original WLC Fees were calculated based on the Estimated Construction costs contained in the WLC Proposal Dated November 18, 2010. The Estimated Construction Costs in Exhibit "D" of our contract revised the Estimated Construction Cost per phase, but did not change the WLC Fees per phase. The total proposed WLC fee was the same in either case. There is a \$1 rounding error in the Original Estimated Construction Cost Total Base Compensation. (Actual Total is \$34,641,488)
- The Revised WLC Fees use the same percentage of construction cost to calculate the fees as the WLC Proposal Dated November 18, 2010. The Infirm Housing cost shown in the Const. Budget column of the Estimated Construction Costs in Exhibit "D" of our contract, does not include the Temp Housing Leasing costs, so the \$3,988,800 does not appear in the total construction cost, but it is used to calculate the WLC fees.
- There is a number transposition between the WLC Proposal for the Phase 4 Removal of Temp Housing (\$703,269) and the Exhibit "D" (\$703,294); fees were not affected.

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within fifty (50) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibit "A." or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
2. The total compensation to the Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Basic Services contracted for under this Agreement.
 - a. **Total Fee Per Phase:** The following fee scale shall be used to calculate the portion of fee allotted to each phase of Architect's services:

	Phase Scope	Const. Budget	Fee Amount
1.	Interim Housing	\$1,959,510	\$624,048
2.	Demolition of Existing Campus	\$4,339,235	\$99,195
3.	Construct New Campus	\$70,936,157	\$6,987,666
4.	Removal of Temporary Housing	\$703,296	\$70,327
5.	Sports Fields / Parking / Court Restoration	\$6,703,290	\$670,303
	TOTAL BASE COMPENSATION	\$84,641,487	\$8,451,539

- b. **Percentage of Fee Per Phase:** The following percentage of fees shall be used to calculate the portion of fee allotted to each phase of Architect's services:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Fee Amount
Schematic Design Phase	(10%) Ten Percent
Design Development Phase	(15%) Fifteen percent
Construction Documents Phase	(35%) Thirty Five
DSA Approval	(5%) Five
Bidding Phase	(5%) Five
Construction Administration Phase	(25%) Twenty Five
Close Out Phase	(5%) Five
TOTAL BASE COMPENSATION	(100%) One Hundred

2.6

B. Method of Payment

4. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
5. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
6. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

a. Pre- Design/Architectural Program Development Phase: (NOT USED)

b. For Schematic Design Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Administration Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment thirty-five (35) days after completion of all items in this phase.

h. For Miscellaneous Tasks

Lump sum payment thirty-five (35) days after completion of each miscellaneous item shown in Section A.3.a.

B. Reimbursable Expenses

1. Deliverables as required as a part of this agreement will be billed at 1.1 times direct cost. Printing will be done by a District approved vendor.
2. The District, at its sole option, may self-print the deliverables required under Exhibit "A" from documents as posted on the PS2.
3. Prints for the Architect's own use and for consultant coordination are not reimbursable expenses.

Table Summary

10/11/16
10/17/17, 2019

DRAFT FOR COMMENT & REVIEW - REV.2

PVHS Construction Cost by Phase					\$,000
Phase 1 - Transitional Campus					\$5,883
<i>Sitework - Phase 1</i>	149,265	5%	\$39.41		\$5,883
1A - Utilities to temporary campus, retention basin, & paving					\$2,011
1B - Piers for Hillside stabilization					\$1,078
1C - Offsite parking					\$640
1D - Temporary campus site work and portable building connections					\$2,154
Phase 2 - Demolition of existing Campus					\$4,535
<i>Sitework - Phase 2</i>	819,288	4%	\$5.54		\$4,535
2A - Demolition of existing buildings including haz-mat					\$2,120
2B - Earthwork for Hillside stabilization					\$2,415
Phase 3 - Construct New Campus					\$93,936
<i>Building A</i>	65,592	19%	\$328.49		\$21,546
<i>Building B</i>	18,230	5%	\$311.39		\$5,677
<i>Building C</i>	75,860	21%	\$299.81		\$22,743
<i>Building D</i>	75,460	19%	\$276.73		\$20,882
<i>Building E</i>	40,435	12%	\$334.12		\$13,510
<i>Sitework - Phase 3</i>	297,953	9%	\$32.14		\$9,578
3A - Campus Site Improvements					\$7,917
3B - Offsite street Improvements					\$1,661
Phase 4 - Demolition of Transitional Campus					\$1,159
<i>Sitework - Phase 4</i>	149,265	1%	\$7.76		\$1,159
Phase 5 - Construct new Site Improvements					\$13,147
<i>Building F</i>	6,145	2%	\$350.52		\$2,154
<i>Building F2</i>	2,675	1%	\$349.17		\$934
<i>Building F3</i>	1,100	1%	\$538.43		\$592
<i>Sitework - Phase 5</i>	518,080	9%	\$18.27		\$9,466
TOTAL CONSTRUCTION & SITEWORK:					\$118,659

Page

2.9

West Contra Costa Unified School District
 Pinole Valley High School
 Pinole, California
 Schematic Design Statement of Probable Cost

November 11, 2011

CONSTRUCTION COST RECONCILIATION SUMMARY

CSI MasterFormat™	WCCUSD	WLC	Variance
New Building			
Building A: Auditorium	\$23,075,201	\$21,546,000	\$1,529,201
Building B: Library	\$5,451,003	\$5,677,600	-\$225,997
Building C: Classrooms	\$19,821,167	\$22,743,000	-\$2,921,833
Building D: Classrooms	\$21,089,262	\$20,882,000	\$207,262
Building E: Gym	\$13,471,235	\$13,510,000	-\$38,765
Building F1: Locker Room/Concessions	\$1,845,610	\$2,154,000	-\$308,390
Building F2: Locker Room	\$725,238	\$934,000	-\$208,762
Building F3: Restrooms	\$512,930	\$592,000	-\$79,070
TOTAL ESTIMATED BUILDING CONSTRUCTION COST	\$106,534,554	\$110,312,000	(\$3,777,446)
Site and Infrastructure Work			
Phase 1: Temporary Housing	\$2,124,003	\$1,599,000	\$2,124,003
Phase 2: Demolition of Structures	\$3,242,913	\$2,006,000	\$3,242,913
Phase 3: New Buildings & Site Construction	\$6,366,440	\$7,917,000	\$6,366,440
Phase 4: Demolition of Temporary Housing	\$1,420,859	\$928,000	\$1,420,859
Phase 5: Site Construction	\$7,388,694	\$9,824,000	\$7,388,694
TOTAL SITE WORK CONSTRUCTION COST	\$20,542,909	\$22,274,000	(\$1,731,091)
TOTAL ESTIMATED BUILDING & SITE WORK CONSTRUCTION COST	\$106,534,554	\$110,312,000	(\$3,777,446)
Additional Scope Items			
Temporary Housing Lease	\$2,154,000	\$2,150,000	\$2,154,000
Street Improvements	\$2,612,721	\$1,666,000	\$2,612,721
Hillside Housing Repair	\$3,139,472	\$3,596,000	\$3,139,472
TOTAL ADDITIONAL SCOPE ITEMS COST	\$7,906,193	\$7,352,000	\$554,193

Comparative Summary between ECHS and PVHS:

Original PVHS Program (based on El Cerrito HS)		Current PVHS Program Comparison		Construction Cost Increase From Expanded Building Program
Dec 13, 2011				(numbers are in million dollars)
Temporary Housing on separate areas	Student Population	1,600	1,600	
	Theater	89 Portables	94 Portables	
		600 Seat Performance Theater	600 Seat Performance Theater	\$0.7
		Larger Choir, Additional Piano Lab		\$1.9
	Number of Teaching Stations	66	71	\$2.2
	Classroom Size	960 sq. ft. (33 students)	1070 sq. ft. (40 students)	
	Link Learning Classrooms	None	4 @ 1,500 sq. ft. each + circulation	\$2.3
	Lecture/Multi-Use Classroom	None	1 @ 1,700 sq. ft. + circulation	\$0.7
	Gymnasium Seat Capacity	1,500	1,800 (+3,000 sq. ft.)	\$1.1
	RSP Classroom Size	480 sq. ft.	960 sq. ft. (4 x 480sq + circulation)	\$0.8
	Maintenance/Custodial	1,200 sq. ft.	2,500 sq. ft.	\$0.4
	Central Plant Increase over Furnace Closets	Furnace Closets	Central Plant	\$1.0
	Site Area Increased/ Smaller Site (less improved area)	Larger Site (less improved area)	Larger Site with more level change, longer drop-off, more landscape area, more parking	\$2.2
	Athletic Field Buildings	1 set of team rooms	2 Sets of Team Rooms/Restrooms	\$3.6
	Athletic Fields/Bleachers	1 Weight Room	Larger Fitness/ 2 Weight Rooms	\$5.5
	Code Requirements	none	Synthetic Track and Fields	
	Program Square Footage	2007 Codes	Replace Existing Bleachers	
	High Performance Incentives: CHPS	225,000 sq. ft.	Baseball Fields w/Backstops	
	*Non Building Program Cost Increase	None	2010 Codes -Additional 2,650 sq. ft. for Stairs	\$0.9
		None	Approx. 5% Increase Construction Cost	\$4.5
		None	Approx. 5% Increase Construction Cost	\$5.5
			C-3 Storm Water Management:	
			Underground Retention Basin	(\$0.2M)
			Hillside Stabilization work	(\$3.6M)
			Off-site Street Improvement/Traffic Lights/WestCat Bus Stops	(\$1.7M)
			Temporary Campus Parking -	TBD
			Subtotal Construction Estimate Increase	\$31.2
			Original PVHS Construction Budget	\$84.6M
			El Cerrito Multi-Purpose Field/Stadium/Football	14.0
			Construction Cost for ECHS	\$98.6
			Soft Cost for ECHS	38.0
			Total Project Cost for ECHS	\$136.6
			Current Construction Estimate for PVHS	\$117.7
			Current Soft Cost for PVHS (30%)	\$30.5
			Total Project Cost Estimate for PVHS	\$168.2

2.11

ATTACHMENT No. 3

PROJECT SUMMARY				
PROJECT:	Pinole Valley High School - New Campus		DATE:	As of 6/18/2013
DESIGN LVL:	90% Submittal Snapshot Estimate		ESTIMATOR:	Javier Silva
CLIENT:	WLC Architects		SCHEDULE:	30 Months
ITEM NO.	ITEM DESCRIPTION	AREA (SF)	PROJECT COST	\$/SF
1	Sitework	437,580	13,241,556	30.26
2	Building A	58,362	24,797,480	424.89
3	Building B	16,846	7,508,428	445.71
4	Building C	76,840	23,224,702	302.25
5	Building D	68,925	21,444,733	311.13
6	Building E	41,242	14,017,711	339.89
	TOTAL CONSTRUCTION COST:	262,215	104,234,610	397.52
OTHER	OTHER DESCRIPTION	AREA (SF)	PROJECT COST	\$/SF
1	Detention Basin and Utilities (from Silva 6/9/12 estimate)		5,257,723	
2	Hillside Stabilization (from Silva 7/10/12 estimate)		4,134,515	
3	Temporary Campus		2,121,800	
4	Offsite Parking Improvements		713,790	
5	Demolition of Old Campus		4,486,680	
6	Demolition of Transitional Campus		626,240	
7	Building F1	6,175	2,756,280	446.36
8	Building F2	2,686	1,067,080	397.27
9	Building F3	1,104	724,090	655.88
10	New Athletics Development		8,252,360	
	TOTAL OTHER COST:		30,140,558	
	TOTAL OVERALL COST:		134,375,168	

From Mack5 estimate dated 5/31/12, plus 3% for escalation

ATTACHMENT No. 4

Pinole Valley High School Fee Calculation

WLC Architects, Inc.
 Project No. 1019700
 Monday, September 16, 2013

Phase	Professional Services	Original Estimated Construction Cost	WLC Fee %	Actual Fee Calc	Original WLC Fees	Revised Estimated Construction Cost	WLC Fee %	Revised WLC Fees
1A	Temporary (Initial) Housing							
	Temp Housing Lease (for fee calc only)	\$ 6,988,800	6%	\$ 419,328	\$ 419,328	\$ 2,121,800	6%	\$ 127,308
	Temp Housing (Portables Package RFP)	\$ 1,959,510	10%	\$ 195,951	\$ 204,720		- 10%	\$ -
1B	Detention Basin / Temp Housing Utilities / Paving Package					\$ 5,257,723	10%	\$ 525,772
1C	Off-Site Temporary Parking					\$ 713,790	10%	\$ 71,379
	Phase 1 Subtotal				\$ 627,049	\$ 8,093,313		\$ 633,080
2	Demolition of Existing Campus							
	Demolition of Existing Campus	\$ 4,339,235	*	\$ 433,924	\$ 99,195	\$ 4,486,680	10%	\$ 448,668
	Earthwork for Hillside Stabilization					\$ 4,134,515	10%	\$ 413,452
	Phase 2 Subtotal					\$ 8,621,195		\$ 862,120
	Constant New Campus Design				\$ 8,528,796	\$ 10,224,610	9.5%	\$ 9,902,288
4	Removal of Temporary Housing							
	Removal of Temporary Housing	\$ 703,296	*	\$ 70,330	\$ 70,327	\$ 626,240	10%	\$ 62,624
5	Sports Fields / Parking / Court Restoration							
	Sports Fields / Parking / Court Restoration	\$ 6,703,290	*	\$ 670,329	\$ 470,303	\$ 12,799,810	10%	\$ 1,279,981
	Total Base Compensation			\$ 8,528,796	\$ 8,451,539	\$ 134,375,168		\$ 12,760,093
	Amendments				Delta	\$ 49,733,681		\$ 4,308,554
	Original Base Compensation							\$ 8,451,539
	Amendment No. 1 Dated June 27, 2011				Topo Survey			\$ 28,600
	Amendment No. 2 Dated November 2, 2011				Street Work			\$ 39,450
	Amendment No. 3 Dated August 6, 2012				Utilities and City Requested Infrastructure Changes			\$ 66,551
	Amendment No. 4 Dated ?				Scope Increase			\$ 4,308,554
	Total Revised Compensation							\$ 12,894,694

4.1

Notes:

- 1 *The Original WLC Fees were calculated based on the Estimated Construction costs contained in the WLC Proposal Dated November 18, 2010.
- 2 The Estimated Construction Costs in Exhibit "D" of our contract revised the Estimated Construction Cost per phase, but did not change the WLC Fees per phase.
- 3 The total proposed WLC fee was the same in either case.
- 4 There is a \$1 rounding error in the Original Estimated Construction Cost Total Base Compensation. (Actual Total is \$84,641,488)
- 5 The Revised WLC Fees use the same percentage of construction cost to calculate the fees as the WLC Proposal Dated November 18, 2010.
- 6 The Interim Housing cost shown in the Const. Budget column of the Estimated Construction Costs in Exhibit "D" of our contract, does not include the Temp Housing Leasing costs, so the \$6,988,800 does not appear in the total construction cost, but it is used to calculate the WLC fees.
- 7 There is a number transposition between the WLC Proposal for the Phase 4 Removal of Temp Housing (\$703,289) and the Exhibit "D" (\$703,276), fees were not affected.
- 8 Item 1C Offsite Temporary Parking was removed from our scope, so no fees have been calculated.

4.2

ATTACHMENT No.5.

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within fifty (50) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibit "A." or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
2. The total compensation to the Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Basic Services contracted for under this Agreement.
 - a. **Total Fee Per Phase:** The following fee scale shall be used to calculate the portion of fee allotted to each phase of Architect's services:

	Phase Scope	Const. Budget	Fee Amount
1.	Interim Housing	\$1,959,510	\$624,048
2.	Demolition of Existing Campus	\$4,339,235	\$99,195
3.	Construct New Campus	\$70,936,157	\$6,987,666
4.	Removal of Temporary Housing	\$703,296	\$70,327
5.	Sports Fields / Parking / Court Restoration	\$6,703,290	\$670,303
	TOTAL BASE COMPENSATION	\$84,641,487	\$8,451,539

- b. **Percentage of Fee Per Phase:** The following percentage of fees shall be used to calculate the portion of fee allotted to each phase of Architect's services:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Fee Amount
Schematic Design Phase	(10%) Ten Percent
Design Development Phase	(15%) Fifteen percent
Construction Documents Phase	(35%) Thirty Five
DSA Approval	(5%) Five
Bidding Phase	(5%) Five
Construction Administration Phase	(25%) Twenty Five
Close Out Phase	(5%) Five
TOTAL BASE COMPENSATION	(100%) One Hundred

Exhibit F17-32



CLIENT FOCUSED. PASSION DRIVEN.

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME:	Pinole Valley High School New Campus	DATE:	9/11/2014
CLIENT:	West Contra Costa Unified School District	WLC PROJECT NO.:	1019700.06
PH. NO.: (510) 307-4540	FAX No.: (510) 231-2406	ASA No.:	6

ADDITIONAL SERVICES DESCRIPTION:

As construction of the Pinole Valley High School (PVHS) first phases move forward and the main campus is in DSA, it is appropriate at this time to adjust our fees to reflect the extended project schedule. We are also offering the District the option of enhanced construction administration services by proposing to place a WLC project manager on site full time for the main campus construction.

1. Extended Project Schedule:

WLC signed this contract in September 2010 and started work November 2010 with an expected completion date of all phases of construction in mid 2016, or approximately **5.5 year project duration** as per Exhibit C of our contract (Attachment 6). This intended schedule is corroborated by the March 10, 2010 Meeting Minutes, Item No. 1, the May 19, 2010 Meeting Minutes Item No. 2, and the October 2010 PVHS Master Plan presentation to the Pinole City Council (all in Attachment 7). All of these meetings were attended by District representatives including Bill Fay, Associate Superintendent, Operations WCCUSD; and the schedule was represented by Bill Savidge, District Engineering Officer. The original contract duration also did not anticipate the Detention Basin or Hillside Stabilization phases nor the current extended nature of the project schedule.

By early 2012 the schedule began to be extended. As per the PVHS schedule dated January 18, 2012 (Attachment 8) the temporary campus was to be occupied by August 26, 2013, and construction on the new buildings was to begin February 17, 2014 and completed July 14, 2016. We are now a year behind the original schedule. At that point the last phase of construction was to be completed by December 2017, or an approximate **seven (7) year project duration**, extending the schedule two years.

Based on the most recent October 2013 schedule (Attachment 9), which we understand was heavily influenced by the bond program cash flow, the temporary campus is scheduled to be occupied by August 2014, and construction on the new buildings is to begin in July 2015 and be completed August 2018. The final Field House and fields phase is not currently scheduled to complete construction until April 2020, for a nearly **ten (10) year project duration**, which no one could have anticipated at the outset of the contract.

Please refer to the PVHS Project Schedule Comparison (Attachment 10) to see the detailed comparison between the original phases and project duration and the current phasing and project duration. What this schedule shows is that the WLC team, including consultants, is involved in multiple phase activities providing services to WCCUSD continuously for ten years to successfully complete the new PVHS project. It also shows the additional phases, subphases, and their durations. This schedule clearly shows the significant additional time and effort necessary to finish this project.

Additional Services Authorization 6
 Pinole Valley High School New Campus
 Project 1019700.06
 September 11, 2014
 Page 2

The additional four years of project duration shown in the most recent schedule, with no suspension of continuous services, has had and will continue to have a significant impact on our work effort, our consultants' work effort, and the fee expenditure, which needs to be compensated for. There is also a significant additional cost of living increase over this period of time (3% per year x 10 years = 30%), not accounted for in our contract.

WLC is requesting compensation of \$3,468,560 for the four years of the extended project schedule, and we are only including our key staff in the calculation. I have provided a summary fee calculation below. Please refer to the 4-Year Extended Project Duration Calculation (Attachment 11) for a more detailed phase-by-phase breakdown of hours and fees.

4-Year Extended Project Duration Calculation Summary	Months	Fees
Phase 1: Detention Basin, Utilities, and Paving	7	\$ 429,940
Phase 2: Interim Campus	7	540,540
Phase 3: Demolition and Hillside Stabilization	10	441,200
Phase 4: Pinole Valley High School New Campus	16	1,547,840
Phase 5: Interim Campus Demolition	2	93,120
Phase 6: Athletic Fields, Fieldhouse, and Bleachers	6	415,920
Additional Fees	48	\$ 3,468,560
Per Month		\$ 72,261.67

2. Full Time On-Site Construction Administration Services:

Based on Board precedent of recent projects such as Gompers Continuation and Portola Middle School and the multiphase, very complex and extended nature of the PVHS project, we recommend full time on-site Construction Administration services by a WLC Project Manager for the duration of the main campus, interim campus demolition, and athletic fields phase construction periods. A line item for this additional service has been included for your consideration. The calculation below includes 59 months of full time CA services (based on the current October 2013 Schedule) for three phases of continuous construction, reduced by 25% to account for CA fees already included in our fee calculation.

Full Time On-Site Construction Administration Fee Calculation	Hours/ Total			Rate	Subtotal @ 75%
	Months	Month	Hours		
Phase 4: PVHS New Campus	38	160	6,080	\$ 155	\$ 706,800
Phase 6: Athletic Fields, Field House and Bleachers	17	160	2,720	155	316,200
Total	59		9,440		\$ 1,097,400

Additional Services Authorization 6
 Pinole Valley High School New Campus
 Project 1019700.06
 September 11, 2014
 Page 3


FEE SCHEDULE:

	Fees	
Current Fee Based on Construction Cost of:	\$ 84,641,487	\$ 8,586,140
Current Fee Includes Amendments 1, 2, and 3		
Fee Increase Based on a Construction Cost of:	118,660,000	2,858,621
Construction Cost Agreed to per ASA 3, dated 9/10/2012		
Fee Increase Based on a Construction Cost of:	134,375,168	1,449,933
Construction Cost Confirmed at 2/11/2014 Facilities Subcommittee		
1. Approved ASA #4 Dated March 10, 2014, CA, Bidding, Closeout, and Scope Fee Increase		\$ 4,308,554
Total Revised Base Compensation (Includes Amendments 1, 2, and 3)		12,894,694
2. Extended Project Schedule: 4 Years		\$ 3,468,560
3. Full Time On-Site Construction Administration Fee: 59 Months		1,097,400
Subtotal Additional Fees		\$ 4,565,960
Total Recommended Fee Increase		\$ 8,874,514
Total Revised Fee		\$ 17,460,654

ADDITIONAL SERVICES APPROVAL

Please sign and return:

Acceptance copy of this service authorization **MUST BE** returned prior to commencement of work.


SIGNATURE: _____ **DATE:** _____
PRINT NAME: MAGDY ABDALLA **CLIENT P.O./PROJECT NO.:** _____
FROM:  _____, WLC Architects, Inc.
 KEVIN A. MacQUARRIE
 Architect, AIA
 Vice President, Principal

ACKNOWLEDGEMENT COPY - PLEASE SIGN AND RETURN

cc: Juan L. Garrahan, Deputy Program Manager, SGI Construction Management
 Keith Holtlander, Director of Facilities and Construction, West Contra Costa Unified School District
 Nanette K. Piccini, Director, Accounting, Associate, WLC Architects, Inc.
 Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

KAM:dr / P01019700x6-asa

Attachment No. 9



*Attachment No. 9
9.1*

**PVHS – Preliminary Construction Schedule – 01/29/2013 – updated 10/23/2013
Reasons for Schedule Change:**

1. Detention Basin, Utilities and Paving completion March 2014.
2. District preference to demolish portions of campus before hillside stabilization work begins.
3. Main campus construction will now begin summer of 2015.

Plan adjustments to expedite schedule change, construction sequencing and coordination:

<p>Phase 1 – Pinole Valley HS Detention Basin, Utilities and Paving</p> <p>a. Underground detention basin, underground portable site utilities, fencing, & site paving.</p>	<p>Construction Completion: March 2014</p> <p>Detention Basin, Utilities & Paving Bid: August 2013 Construction Duration: Nov. 2013 to March 2014 (5 months)</p>
<p>Phase 2- Pinole Valley High School Interim Campus Site Work</p> <p>Construction of Interim Campus work and central utility yard in one bid.</p> <p>a. Interim Campus Construction and remaining miscellaneous site work. (1 – 6 mos.) b. Main Campus central utility yard. (Concurrent timeline 1 – 2 mos.)</p>	<p>Construction Completion: Mid-August 2014</p> <p>Interim Campus & Central Utility Yard bid: January 2014 Construction Duration: February 2014 to Mid-August 2014 (6 months)</p>
<p>Offsite Parking done during same time period separate bid. (non-DSA)</p> <p>c. Off-site parking</p>	<p>Off-site Parking bid: Construction Duration: TBD by KH</p>

9.2

<p>Phase 3- Pinole Valley HS Hillside Stabilization Pinole Valley HS Existing Buildings Demolition Combine existing campus demolition & hillside stabilization construction into one bid.</p> <p>a. Building Demolition (5 – 7 mos.). b. Hillside stabilization (Concurrent timeline 3 – 5 mos.).</p>	<p>Construction Completion: June 2015</p> <p>Hillside Stabilization /Existing Campus Demolition bid: April 2014 Construction Duration: July 2014 to June 2015 (approx.: 1 year)</p>
<p>Phase 4 – Pinole Valley HS New Campus Construction of Main Campus & Pinole Valley Road improvements in one bid.</p> <p>a. Main campus construction (30 mos.). b. Pinole Valley Road Traffic Work (Concurrent timeline 4-6 mos.).</p>	<p>Construction Completion: August 2018</p> <p>New Campus Construction & Street Improvements Bid: March 2015 Construction Duration: July 2015 to August 2018 (3 years)</p>
<p>Phase 5 - Interim Campus Demolition: Demolition of interim campus temporary portables.</p>	<p>Construction Completion: December 2018</p> <p>Demolition of Interim Campus Temporary Portables Bid: June 2018 Construction Duration: September 2018 to December 2018 (4 months)</p>
<p>Phase 6- Athletic Fields, Field Houses & Bleachers: Construction of Field House buildings, bleachers, baseball field, stadium and re-skin existing track.</p>	<p>Construction Completion: April 2020</p> <p>Bid Date: January 2019 Construction Duration: February 2019 to April 2020 (15 months)</p>

Note: Existing Campus Building Demolition (Phase 3a) has been combined with Hillside Stabilization work (Phase 3)

Attachment No. 10

Middle Valley High School
 10000 Middle Valley Road
 Middle Valley, PA 15468
 Phone No. 724-756-1234
 Fax No. 724-756-1235

Attendance No. 10
 School Year: 2010-2011
 Report Date: 12/31/2010

Description: **Attendance**
 Period: **12/31/2010 - 12/31/2010**

Description	MONTHS												Total Months	
	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11		
Phase 1: Initial Review, Review of Policy														
Phase 2: Review of Policy														
Phase 3: Review of Policy														
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Total Months: 12
 Total Months: 12

Notes:
 1. Phase 1: Initial Review, Review of Policy
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ATTACHMENT No. 11

4 Year Extended Project Duration

Extended Project Schedule Calc	Concurrent Months	Consecutive Months	Concurrent Factor	Extended Months
Original Phasing and Schedule 5.5 Years	66	127	0.52	
Current Phasing and Schedule 9.5 Years	114	222	0.51	
Delta	48	95	0.52	49.1

Extended Project Schedule Calc By Phase

Phase 1 - Detention Basin, Utilities and Paving	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	7	32	224	\$ 220	\$ 49,280
Associate	7	120	840	\$ 195	\$ 163,800
Project Architect	7	140	980	\$ 155	\$ 151,900
Design Team	7	80	560	\$ 100	\$ 56,000
Tech Resources	7	16	112	\$ 80	\$ 8,960
Additional Fees					\$ 429,940
Phase 2 - Interim Campus	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	7	32	224	\$ 220	\$ 49,280
Associate	7	160	1120	\$ 195	\$ 218,400
Project Architect	7	140	980	\$ 155	\$ 151,900
Design Team	7	160	1120	\$ 100	\$ 112,000
Tech Resources	7	16	112	\$ 80	\$ 8,960
Additional Fees					\$ 540,540
Phase 3 - Demo and Hillside Stabilization	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	10	24	240	\$ 220	\$ 52,800
Associate	10	80	800	\$ 195	\$ 156,000
Project Architect	10	120	1200	\$ 155	\$ 186,000
Design Team	10	40	400	\$ 100	\$ 40,000
Tech Resources	10	8	80	\$ 80	\$ 6,400
Additional Fees					\$ 441,200
Phase 4 - PVHS New Campus	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	16	48	768	\$ 220	\$ 168,960
Associate	16	160	2560	\$ 195	\$ 499,200
Project Architect	16	140	2240	\$ 155	\$ 347,200
Design Team	16	160	2560	\$ 100	\$ 256,000
Design Team	16	160	2560	\$ 100	\$ 256,000
Tech Resources	16	16	256	\$ 80	\$ 20,480
Additional Fees					\$ 1,547,840
Phase 5 - Interim Campus Demo	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	2	24	48	\$ 220	\$ 10,560
Associate	2	80	160	\$ 195	\$ 31,200
Project Architect	2	80	160	\$ 155	\$ 24,800
Design Team	2	120	240	\$ 100	\$ 24,000
Tech Resources	2	16	32	\$ 80	\$ 2,560
Additional Fees					\$ 93,120
Phase 6 - Athletic Fields, Fieldhouse & Bleachers	Months	Hours/Mo	Total Hours	Rate	Subtotal
Principal	6	32	192	\$ 220	\$ 42,240
Associate	6	140	840	\$ 195	\$ 163,800
Project Architect	6	140	840	\$ 155	\$ 130,200
Design Team	6	120	720	\$ 100	\$ 72,000
Tech Resources	6	16	96	\$ 80	\$ 7,680
Additional Fees					\$ 415,920
Totals	48				\$ 3,468,560

Per Month \$ 72,261.67

11.1

Exhibit F17-33

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** December 3, 2014
From: Lisa LeBlanc **Agenda Item:**
Associate Superintendent of Operations
Subject: Approval of Additional Architectural Services

Background Information:

The District has retained WLC Architects (WLC) as the Architect of Record for the Pinole Valley High School Project. Pursuant to Facilities Subcommittee recommendation on November 18th, 2014, staff recommends additional services for Board approval. The services include 1.) adjustments for project program, square footage, and scope increases, and 2.) fees for extended project duration for multiple phases of the overall project.

Recommendation:

Approve additional Architectural Services for WLC Architects, Inc.

Fiscal Impact: Total for this action: \$7,538,881. Funding sources is Bond Fund.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ATTACHMENT No. 6

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. The Schedule of Services shall apply to the completion of all services listed hereunder within the times established by the Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. Pinole Valley High School Schedule
1. Architect shall complete all Services required under the Development of Architectural Program section within 60 calendar days after written authorization from District to proceed.
 2. Architect shall complete all Services required under the Schematic Design Phase within 90 calendar days after written authorization from District to proceed.
 3. Architect shall complete all Services required under the Design Development Phase within 153 calendar days after receipt of a written authorization from District to proceed.
 4. Architect shall complete all Services required under Construction Documents Phase within 304 calendar days after written authorization from the District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
 - a. Final Documents 607 calendar days
- C. The durations stated above exclude the review periods required by the District and all other regulatory agencies.
- D. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the schedule are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

ATTACHMENT No. 7

WLC
Architects, Inc.

Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

March 25, 2010

MEETING MINUTES

Pinole Valley High School Reconstruction Master Planning
Project 1011700.01

MEETING DATE: March 10, 2010, 5:00 p.m.

ATTENDEES

Charles T. Ramsey, Board Member, West Contra Costa Unified School District
Bill Fay, Associate Superintendent, Operations, West Contra Costa Unified School District
Sue Kahn, Principal, Pinole Valley High School
Patricia Blades, Teacher, Pinole Valley High School
Maryrotto Whitaker, Special Education, Classroom Aide, Pinole Valley High School
Kevin MacQuarrie, Architect, AIA, Principal, WLC Architects, Inc.
Jackie Bassman, Project Architect, AIA, LEED™ AP, Associate, WLC Architects, Inc.

ITEMS DISCUSSED

1. Bill Fay introduced the team and provided a brief summary of the District's goal for Pinole Valley High School (PVHS) to restart the master plan for PVHS and get an approved design by June 2010. The purpose for this deadline is to coincide with the new school bond which will be put on the ballot in June 2010. If the bond gets approved, PVHS will be ready to start the next phase of design with the goal to build/reconstruct the school within the next five years.
2. Due to the latest findings from the Kleinfelder geotechnical investigation, the eastern slope/landslide at the east side of the site will be a major factor in locating future buildings.
 - a. The recommendations from the soil engineers was to keep the buildings 20 feet away from the toe of the slope. This changes the previously approved master plan as a number of building locations were relying on cutting back the slope to place the buildings and provide a fire lane access road.

2600 Tenth Street Suite 500 Berkeley, California 94710 ph: 510 450 1999 fax: 510 450 2525
www.wlcarchitects.com

7.1

Meeting Minutes
Pinole Valley High School Reconstruction Master Planning
Project 1011700.010
March 25, 2010
Page 2

3. The site committee expressed preferences as follows:
 - a. Build a new 600-seat theater, similar in size to El Cerrito High School.
 - b. Build a swimming pool complex designed for competition that could be a joint use facility with the City of Pinole.
 - c. Demolish all existing buildings and build a new campus.
 - d. Replace the artificial turf on the football field when the construction of this campus is completed (as it would be approaching the ten-year-old mark).
4. Temporary housing during construction will most likely be in a portable campus.
5. Location of this temporary campus will be looked into as this process unfolds with the design of the new campus master plan.
6. The next three (3) meetings are scheduled for Wednesday, March 31, 2010; April 7, 2010; and April 21, 2010 at 5:00 p.m. in the PVHS Library.

The above represents my best interpretation of the spirit and content of the discussions. Please let me know of any requested modifications or corrections within seven days of receipt of these minutes.

Prepared by,



JACKIE BASSMAN
Project Architect, AIA
LEED™ AP
Associate

JB:dr
P01011700x1-mm

cc: Attendees

7.2



Larry Wolff, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCamillo, AIA
Glenn Ueda, AIA • Max Medina, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

August 16, 2010

MEETING MINUTES

Site Committee Meeting
Pinole Valley High School Reconstruction Master Plan
Project 1011700.01

MEETING DATE: May 19, 2010, 5:00 p.m.

ATTENDEES

William Savidge, District Engineering Officer, West Contra Costa Unified School District
Bill Fay, Associate Superintendent, Operations, West Contra Costa Unified School District
Waheed Balogun, Director of Facilities & Construction, West Contra Costa Unified School District

Timothy Banuelos, Councilmember, City of Pinole
Amy Wooldridge, Recreation Director, City of Pinole
Sue Kahn, Principal, Pinole Valley High School
Ann Tarabini, Teacher/Parent, Pinole Valley High School
George Tarabini, Parent, Pinole Valley High School
Sabine Thompson, Parent, Pinole Valley High School
Maureen Toms, Parent, Pinole Valley High School
Jim Ulversoy, Swimming and Water Polo Coach, Pinole Valley High School
Claude Etcheverry, Community Member, Pinole Valley High School
Jeff Rubin, Community Member, Pinole Valley High School
Joel Gannotti, Community Member, Pinole Valley High School
Bryan Castro, Community Member, Pinole Valley High School
Duc Le, Community Member, Pinole Valley High School
Ariel Guevara, Community Member, Pinole Valley High School
Sewellyn Kaplan, Instruction Specialist, Pinole Valley High School
Lawrence Cen, Community Member, Pinole Valley High School
Andrew Woo, Community Member, Pinole Valley High School
Shelly Meron, Reporter, Contra Costa Times
Vincent P. Lattanzio, President, Carducci & Associates, Inc.
Kevin MacQuarrie, Architect, AIA, Principal, WLC Architects, Inc.
Jackie Bassman, Project Architect, AIA, LEED™ AP, Associate, WLC Architects, Inc.
Janice Yeh, Design Team, WLC Architects, Inc.

2600 Tenth Street Suite 500 Berkeley, California 94710 ph: 510 450 1999 fax: 510 450 2525
www.wlcarchitects.com

7.3

Meeting Minutes
 Site Committee Meeting
 Pinole Valley High School Reconstruction Master Plan
 Project 1011700.01
 August 16, 2010
 Page 2

PURPOSE OF MEETING

The purpose of the meeting was to discuss the master plan of the reconstruction of Pinole Valley High School.

ITEMS DISCUSSED

1. Kevin MacQuarrie gave a summary of the master plan process to date and presented the illustrations of the master plan as a result of the previous meetings. Additional images were presented to display landscaping and architectural elements that will be considered in the final design.
2. **Bill Savidge** reviewed the images and explained that the master plan will provide a jump start to the reconstruction process. The estimated time for the project to be fully designed and approved by the Division of the State Architect is two years. **The projected timeline to the completion of the reconstruction project is five years.**
3. Concerns regarding the traffic and circulation around the campus were raised. Bill Savidge stated that the design team will need to work with the City of Pinole's traffic engineer to conduct an updated traffic study. Bill acknowledges that there has been a significant increase in traffic since Trader Joe's plaza opened six months ago.
4. The following comments were made regarding the flow of pedestrian foot traffic from the main campus to the sports field:
 - a. A pedestrian overpass or a raised crosswalk would help pedestrians avoid vehicular traffic.
 - b. Suggestions were made to have the lobby run through the gym building to provide access to and from the sports field.
 - c. It was requested that students should be able to walk under a covered walkway during rainy days.
5. Concerns regarding vehicular traffic and parking:
 - a. On the current plan, there is only one entrance and one exit to the parking lot. The group is concerned that will cause traffic backup onto Pinole Valley Road.
 - b. Street level parking is desired in lieu of a multi-story parking structure.

7.4

Meeting Minutes
Site Committee Meeting
Pinole Valley High School Reconstruction Master Plan
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- c. Pete Murray suggested that the District look into purchasing the vacant lot across the street and use it for parking. If nicely landscaped and well designed, it can be an effective solution to lessen the traffic congestion at the main campus.
6. A broadcast space is needed for TV stations to broadcast games from the field. There should be a press box at the sports field, preferably at the top of the bleachers, and cable distribution into every classroom.
7. Vince Lattanzio presented the landscape plan and explained that the plan incorporates hardy and native plants. The landscaping reflects California and Mediterranean landscape design. Native trees such as Oaks and Redwoods are representative of the site's geographic location. Vince also recommended hardy plants that will be easy to maintain and can take abuse from the students.
8. Vince Lattanzio presented site features such as an amphitheater and bioswale which will act as a filter to keep pollutants from entering the storm water drainage system.
9. The group discussed the need for a swimming pool. The desired size of the swimming pool is 40 m x 25 yd. The facility should have a pool house and room for chemical storage.
10. Vince Lattanzio discussed the grading plan. He envisioned a relatively flat site with the entrance at the same grade as the street.
11. Bill Savidge discussed the need for a stabilizing wall based on the geotechnical report. The wall needs to be tied back to the hill at the back of the school.
12. Kevin MacQuarrie presented images of the exterior elevations of the campus. The group expressed interest in Mediterranean style architecture and would like to soften the institutional look. Kevin stated that the architecture will be further refined as the design team enters schematic design and design development phases.
13. Concerns were raised regarding having a professional theater. There are concerns that the school will not have trained staff who can operate the theater equipment. Bill Fay explained that the District is exploring the possibility of having a staff member who is responsible for running the theaters and conducting internal training.
14. Kevin MacQuarrie stated that this meeting will conclude the public involvement of the master plan process. The next step is to work out the phasing of the construction and design the temporary campus. Then the design team will begin further designing the campus, prepare construction documents, and submit plans to receive DSA approval.

7.5

Meeting Minutes
Site Committee Meeting
Pinole Valley High School Reconstruction Master Plan
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END OF MINUTES

The above represents my best interpretation of the spirit and content of the discussions. Please let me know of any requested modifications or corrections within seven days of receipt of these minutes.

Prepared by,



JANICE YEH
Design Team

JY:jg
P01011700x6-mm

cc: Attendees

7.6

PINOLE VALLEY HIGH SCHOOL
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

MASTER PLAN PRESENTATION

OCTOBER 2010



W&C
Architects, Inc.

7.7

PROPOSED SCHEDULE

A. MASTER PLAN COMPLETED	06 2010
B. DESIGN PHASE BEGINS	10 2010
SCHEMATICS DESIGN	11 2010 - 03 2011
DESIGN DEVELOPMENT	04 2011 - 08 2011
CONSTRUCTION DOCUMENT	09 2011 - 06 2012
C. SUBMIT TO DSA_ BACKCHECK + APPROVAL	06 2012 - 02 2013
D. BIDDING + CONSTRUCTION BEGIN	03 2013 - 06 2016
PHASE 1 BUILD TEMP. CAMPUS	02 2013 - 08 2013
PHASE 2 DEMOLISH EXIST. CAMPUS	06 2013 - 08 2013
PHASE 3 BUILD NEW CAMPUS	08 2013 - 08 2015
PHASE 4 REMOVE TEMP. CAMPUS	10 2015 - 01 2016
PHASE 5 SITE WORK	02 2016 - 06 2016



WFLC
Architects, Inc.

7-8

ATTACHMENT No. 8

Pinole Valley High School
Proposed Project Schedule


WLC Architects, Inc.
1/18/2012

Phase	Phase	Task	Start Date	End Date	Duration		
Phase 1	Phase 0	Temp Housing Portables Package APP	11/14/11	02/14/12	3 mo.		
		Construction Documents					
		Consultant Submittal	02/07/12				
		Bidding	02/14/12	05/13/12	1 mo.		
Phase 1	Phase 1	Award	05/13/12	04/17/12	1 mo.		
		Fabrication	04/17/12	07/17/12	3 mo.		
		Retention Basin/Temp Housing Utilities/Paving Package					
		Construction Document	12/01/11	04/02/12	4 mo.		
Phase 1	Phase 2	Consultant Submittal	03/26/12				
		DSA Submittal/Review	04/02/12	04/30/12	1 mo.		
		Bidding	05/08/12	05/29/12	3 wks		
		Award/Mobilization	05/07/12	07/01/12	3 wks		
		Construction	07/01/12	11/15/12	4.5 mo.		
		Phase 1	Phase 2	Hillside Stabilization Package			
				Design Development	01/03/12	02/17/12	1.5 mo.
				Consultant Submittal	02/15/12		
				Construction Document	02/20/12	03/19/12	1 mo.
				Consultant Submittal	03/16/12		
District Review	03/20/12			03/30/12	2 wks		
DSA submittal/review	03/20/12			04/20/12	1 mo.		
DSA backcheck	04/23/12			04/30/12	1 wk		
Consultant Submittal	04/27/12						
Bidding	05/01/12			05/18/12	3 wks		
Award/Mobilization	05/21/12			06/08/12	3 wks		
Construction*							
1. Pier Drilling	06/11/12			08/10/12	2 mo.		
2. Pier Drilling	06/10/12	12/20/12	6 mo.				
3. Excavation and Compaction	08/12/12	12/20/12	4 mo.				
Phase 1	Phase 3	Temp Housing Site Package/Off-site Temporary Parking					
		Design Development & Outline Spec	08/07/11	11/31/11	4 mo.		
		Consultant Submittal	01/31/12				
		Construction Document	12/01/11	06/01/12	7 mo.		
		Consultant Submittal	05/24/12				
		DSA Submittal & Review	06/04/12	09/04/12	3 mo.		
		Pick up DSA comments	09/05/12	09/26/12	2 wks		
		DSA Backcheck	09/27/12	10/05/12	2 wks		
		Consultant Submittal	09/26/12				
		District Review	10/06/12	11/05/12	1 mo.		
		Bidding	11/06/12	12/07/12	1 mo.		
		Award/Mobilization	12/10/12	12/21/12	2 wks		
		Construction	12/26/12	08/28/13	8 mo.		
		Move In	07/26/13	08/28/13	1 mo.		
Phase 2	Phase 4	Demolition/Hazmat Package					
		Construction Document	02/01/13	04/01/13	2 mo.		
		Bidding	04/04/13	05/07/13	1 mo.		
		Award/Mobilization	05/15/13	06/07/13	3 wks		
		Hazmat Abatement	06/08/13	09/08/13	3 mo.		
		Demolition - Entire Campus	07/22/13	11/20/13	4 mo.		
Phase 3	Phase 5	New Campus Package/Underground Utilities/Off-site Street Improvements					
		Design Development	10/05/11	03/30/12	6 mo.		
		Consultant Submittal (50%)	02/07/12				
		Consultant Submittal (100%)	03/23/12				
		Construction Documents	04/02/12	01/30/13	10 mo.		
		Consultant Submittal (50%)	08/01/12				
		Consultant Submittal (95%)	01/18/13				
		DSA Submittal & Review	02/04/13	08/02/13	6 mo.		
		Pick up DSA comments	08/05/13	09/06/13	1 mo.		
		DSA Backcheck	09/09/13	10/11/13	1 mo.		
		Consultant Submittal (100%)	09/06/13				
		District Review	10/15/13	11/01/13	2 wks		
		Bidding	11/04/13	12/20/13	1.5 mo.		
		Award/Mobilization	12/23/13	01/30/14	1.5 mo.		
Construction	02/17/14	07/14/16	2 yrs 5mo.				
Move In	07/14/16	08/14/16	1 mo.				
Phase 4	Phase 6	Temp Housing Demolition Package					
		Construction Documents	05/01/15	07/31/15	3 mo.		
		Bidding	08/03/15	09/22/15	3 wks		
		Award	09/22/15	10/06/15	2 wks		
		Demolition	10/06/15	02/07/17	4 mo.		
Phase 1	Phase 7	Site Work/Field Noise Package					
		Design Development	10/05/11	03/30/12	6 mo.		
		Consultant Submittal (50%)	02/07/12				
		Consultant Submittal (100%)	03/23/12				
		Construction Documents	06/01/12	09/30/12	4 mo.		
		Consultant Submittal (50%)	07/15/12				
		Consultant Submittal (95%)	09/23/12				
		DSA Submittal & Review	10/01/12	11/30/12	2 mo.		
		Pick up DSA comments	12/03/12	12/15/12	2 wks		
		DSA Backcheck	12/16/12	01/15/13	1 mo.		
		Consultant Submittal (100%)	12/15/12				
Bidding	04/15/13	05/07/13	3 wks				
Construction	02/07/17	12/18/17	10 mo.				

* Pending feedback from geotechnical contractor

1/18/2012 10:20:10 10197000-D-Gen/Documents/Schedule/PVHS project schedule 2012-1-9

8.1

ATTACHMENT No. 9


PVHS – Preliminary Construction Schedule – 01/29/2013 – updated 10/23/2013
Reasons for Schedule Change:

1. Detention Basin, Utilities and Paving completion March 2014.
2. District preference to demolish portions of campus before hillside stabilization work begins.
3. Main campus construction will now begin summer of 2015.

Plan adjustments to expedite schedule change, construction sequencing and coordination:

<p>Phase 1 – Pinole Valley HS Detention Basin, Utilities and Paving</p> <p>a. Underground detention basin, underground portable site utilities, fencing, & site paving.</p>	<p>Construction Completion: March 2014</p> <p>Detention Basin, Utilities & Paving Bid: August 2013 Construction Duration: Nov. 2013 to March 2014 (5 months)</p>
<p>Phase 2- Pinole Valley High School Interim Campus Site Work</p> <p>Construction of Interim Campus work and central utility yard in one bid.</p> <p>a. Interim Campus Construction and remaining miscellaneous site work. (1 – 6 mos.) b. Main Campus central utility yard. (Concurrent timeline 1 – 2 mos.)</p>	<p>Construction Completion: Mid-August 2014</p> <p>Interim Campus & Central Utility Yard bid: January 2014 Construction Duration: February 2014 to Mid-August 2014 (6 months)</p>
<p>Offsite Parking done during same time period separate bid. (non-DSA)</p> <p>c. Off-site parking</p>	<p>Off-site Parking bid: TBD by KH Construction Duration:</p>

ATTACHMENT No. 9
9.1

9.2

<p>Phase 3 - Pinole Valley HS Hillside Stabilization Pinole Valley HS Existing Buildings Demolition Combine existing campus demolition & hillside stabilization construction into one bid.</p> <p>a. Building Demolition (5 – 7 mos.). b. Hillside stabilization (Concurrent timeline 3 – 5 mos.).</p>	<p>Construction Completion: June 2015</p> <p>Hillside Stabilization /Existing Campus Demolition bid: April 2014</p> <p>Construction Duration: July 2014 to June 2015 (approx.: 1 year)</p>
<p>Phase 4 – Pinole Valley HS New Campus Construction of Main Campus & Pinole Valley Road improvements in one bid.</p> <p>a. Main campus construction (30 mos.). b. Pinole Valley Road Traffic Work (Concurrent timeline 4-6 mos.).</p>	<p>Construction Completion: August 2018</p> <p>New Campus Construction & Street Improvements Bid: March 2015 Construction Duration: July 2015 to August 2018 (3 years)</p>
<p>Phase 5 - Interim Campus Demolition: Demolition of interim campus temporary portables.</p>	<p>Construction Completion: December 2018</p> <p>Demolition of Interim Campus Temporary Portables Bid: June 2018 Construction Duration: September 2018 to December 2018 (4 months)</p>
<p>Phase 6- Athletic Fields, Field Houses & Bleachers: Construction of Field House buildings, bleachers, baseball field, stadium and re-skin existing track.</p>	<p>Construction Completion: April 2020</p> <p>Bid Date: January 2019 Construction Duration: February 2019 to April 2020 (15 months)</p>

Note: Existing Campus Building Demolition (Phase 3a) has been combined with Hillside Stabilization work (Phase 3)

Attachment No. 10

4/10/2008 04:30:20

Project Schedule Comparison

Project Name: [Project Name]

Project Start Date: [Start Date]

Project End Date: [End Date]

Project Manager: [Manager Name]

Project Location: [Location]

Project Status: [Status]

Project Description: [Description]

Project Budget: [Budget]

Project Risk: [Risk]

Project Complexity: [Complexity]

Project Importance: [Importance]

Project Urgency: [Urgency]

Project Visibility: [Visibility]

Project Stakeholder: [Stakeholder]

Project Sponsor: [Sponsor]

Project Steering Committee: [Steering Committee]

Project Governance: [Governance]

Project Reporting: [Reporting]

Project Communication: [Communication]

Project Collaboration: [Collaboration]

Project Innovation: [Innovation]

Project Adaptability: [Adaptability]

Project Resilience: [Resilience]

Project Sustainability: [Sustainability]

Project Ethics: [Ethics]

Project Social Responsibility: [Social Responsibility]

Project Environmental Impact: [Environmental Impact]

Project Economic Impact: [Economic Impact]

Project Cultural Impact: [Cultural Impact]

Project Social Impact: [Social Impact]

Project Environmental Sustainability: [Environmental Sustainability]

Project Economic Sustainability: [Economic Sustainability]

Project Social Sustainability: [Social Sustainability]

Project Cultural Sustainability: [Cultural Sustainability]

Project Overall Sustainability: [Overall Sustainability]

Project Success: [Success]

Project Failure: [Failure]

Project Risk: [Risk]

Project Complexity: [Complexity]

Project Importance: [Importance]

Project Urgency: [Urgency]

Project Visibility: [Visibility]

Project Stakeholder: [Stakeholder]

Project Sponsor: [Sponsor]

Project Steering Committee: [Steering Committee]

Project Governance: [Governance]

Project Reporting: [Reporting]

Project Communication: [Communication]

Project Collaboration: [Collaboration]

Project Innovation: [Innovation]

Project Adaptability: [Adaptability]

Project Resilience: [Resilience]

Project Sustainability: [Sustainability]

Project Ethics: [Ethics]

Project Social Responsibility: [Social Responsibility]

Project Environmental Impact: [Environmental Impact]

Project Economic Impact: [Economic Impact]

Project Cultural Impact: [Cultural Impact]

Project Social Impact: [Social Impact]

Project Environmental Sustainability: [Environmental Sustainability]

Project Economic Sustainability: [Economic Sustainability]

Project Social Sustainability: [Social Sustainability]

Project Cultural Sustainability: [Cultural Sustainability]

Project Overall Sustainability: [Overall Sustainability]

Project Success: [Success]

Project Failure: [Failure]



CLIENT FOCUSED. PASSION DRIVEN.

ADDITIONAL SERVICES AUTHORIZATION

PROJECT NAME: Pinole Valley High School New Campus **DATE:** September 11, 2014
CLIENT: West Contra Costa Unified School District **REVISED:** November 18, 2014
PH. No.: (510) 307-4540 **FAX No.:** (510) 231-2406 **WLC PROJECT No.:** 1019700.06
ASA No.: 6

ADDITIONAL SERVICES DESCRIPTION:

As construction of the Pinole Valley High School (PVHS) first phases move forward and the main campus is in DSA, it is appropriate at this time to adjust our fees to reflect the extended project schedule. We are also offering the District the option of enhanced construction administration services by proposing to place a WLC project manager on site full time for the main campus construction.

Pursuant to my discussion with Dr. Bruce Harter, Superintendent and Lisa LeBlanc, Associate Superintendent on November 13, 2014, I have revised ASA No. 6 to fall within industry standard percentages of professional service fees for projects of this size, duration and complexity.

1. Extended Project Schedule:

WLC signed this contract in September 2010 and started work November 2010 with an expected completion date of all phases of construction in mid 2016, or approximately **5.5 year project duration** as per Exhibit C of our contract (Attachment 6). This intended schedule is corroborated by the March 10, 2010 Meeting Minutes, Item No. 1, the May 19, 2010 Meeting Minutes Item No. 2, and the October 2010 PVHS Master Plan presentation to the Pinole City Council (all in Attachment 7). All of these meetings were attended by District representatives including Bill Fay, Associate Superintendent, Operations WCCUSD; and the schedule was represented by Bill Savidge, District Engineering Officer. The original contract duration also did not anticipate the Detention Basin or Hillside Stabilization phases nor the current extended nature of the project schedule.

By early 2012 the schedule began to be extended. As per the PVHS schedule dated January 18, 2012 (Attachment 8) the temporary campus was to be occupied by August 26, 2013, and construction on the new buildings was to begin February 17, 2014 and completed July 14, 2016. We are now a year behind the original schedule. At that point the last phase of construction was to be completed by December 2017, or an approximate **seven (7) year project duration**, extending the schedule two years.

Based on the most recent October 2013 schedule (Attachment 9), which we understand was heavily influenced by the bond program cash flow, the temporary campus is scheduled to be occupied by August 2014, and construction on the new buildings is to begin in July 2015 and be completed August 2018. The final Field House and fields phase is not currently scheduled to complete construction until April 2020, for a nearly **ten (10) year project duration**, which no one could have anticipated at the outset of the contract.

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www.wlcarchitects.com

Additional Services Authorization 6
 Pinole Valley High School New Campus
 Project 1019700.06
 September 11, 2014
 Revised November 18, 2014
 Page 2

Please refer to the PVHS Project Schedule Comparison (Attachment 10) to see the detailed comparison between the original phases and project duration and the current phasing and project duration. What this schedule shows is that the WLC team, including consultants, is involved in multiple phase activities providing services to WCCUSD continuously for ten years to successfully complete the new PVHS project. It also shows the additional phases, subphases, and their durations. This schedule clearly shows the significant additional time and effort necessary to finish this project.

The additional four years of project duration shown in the most recent schedule, with no suspension of continuous services, has had and will continue to have a significant impact on our work effort, our consultants' work effort, and the fee expenditure, which needs to be compensated for. There is also a significant additional cost of living increase over this period of time (3% per year x 10 years = 30%), not accounted for in our contract.

WLC is requesting compensation of \$3,230,327.00 for the four years of the extended project schedule, and we are only including our key staff in the calculation. I have provided a summary fee calculation below.

4-Year Extended Project Duration Calculation Summary	Months	Fees
Phase 1: Detention Basin, Utilities, and Paving	7	\$ 400,410
Phase 2: Interim Campus	7	503,414
Phase 3: Demolition and Hillside Stabilization	10	410,897
Phase 4: Pinole Valley High School New Campus	16	1,441,529
Phase 5: Interim Campus Demolition	2	86,724
Phase 6: Athletic Fields, Fieldhouse, and Bleachers	6	387,353
Additional Fees	48	\$ 3,230,327

2. Full Time On-Site Construction Administration Services:

Based on Board precedent of recent projects such as Gompers Continuation and Portola Middle School and the multiphase, very complex and extended nature of the PVHS project, we recommend full time on-site Construction Administration services by a WLC Project Manager for the duration of the main campus, interim campus demolition, and athletic fields phase construction periods. A line item for this additional service has been included for your consideration. The calculation below includes 59 months of full time CA services (based on the current October 2013 Schedule) for three phases of continuous construction, **reduced by 25% to account for CA fees already included in our fee calculation.**

Full Time On-Site Construction Administration Fee Calculation	Subtotal @ 75%
Phase 4: PVHS New Campus	\$ 519,280
Phase 5: Interim Campus Demolition	54,661
Phase 6: Athletic Fields, Field House and Bleachers	232,310
Total	\$ 806,251

Additional Services Authorization 6
 Pinole Valley High School New Campus
 Project 1019700.06
 September 11, 2014
 Revised November 18, 2014
 Page 3

FEE SCHEDULE:

	Fees
Current Fee Based on Construction Cost of:	\$ 84,641,487
Current Fee Includes Amendments 1, 2, and 3	\$ 8,586,140
Fee Increase Based on a Construction Cost of:	118,660,000
Construction Cost Agreed to per ASA 3, dated 9/10/2012	2,858,621
Fee Increase Based on a Construction Cost of:	134,375,168
Construction Cost Confirmed at 2/11/2014 Facilities Subcommittee	1,449,933
1. Approved ASA #5 Dated March 10, 2014, CA, Bidding, Closeout, and Scope Fee Increase	\$ 4,308,554
<hr/>	
<i>Total Revised Base Compensation (Includes Amendments 1, 2, and 3)</i>	<i>12,894,694</i>
<hr/>	
2. Extended Project Schedule: 4 Years	\$ 3,230,327
<hr/>	
3. Full Time On-Site Construction Administration Fee: 59 Months	806,251
Subtotal Additional Fees	\$ 4,036,578
Total Revised Fee	\$ 16,931,272

ADDITIONAL SERVICES APPROVAL

Please sign and return:

Acceptance copy of this service authorization **MUST BE** returned prior to commencement of work.

SIGNATURE: _____ DATE: _____

PRINT NAME: Lisa LaBlanc CLIENT P.O./PROJECT NO.: _____

FROM:  _____, WLC Architects, Inc.
 KEVIN A. MacQUARRIE
 Architect, AIA
 Vice President, Principal

ACKNOWLEDGEMENT COPY - PLEASE SIGN AND RETURN

cc: Juan L. Garrahan, Deputy Program Manager, SGI Construction Management
 Keith Holtslander, Director of Facilities and Construction, West Contra Costa Unified School District
 Nanette K. Piccini, Director, Accounting, Associate, WLC Architects, Inc.
 Pat Rose-Cluster, Office Manager, WLC Architects, Inc.

KAM:dr / P01019700x6R-asa

Exhibit F17-34



Application Summary

Office ID:01

Application #:112609

File #:7-H7

Project Name: Pinole Valley High School-West Contra Costa Usd

Project Scope: Construction of 1-Sitework, detention basin, and utilities

Address:2900 Pinole Valley Rd.

City:Pinole

Zip:94564

PTN #:61796-186

OPSC #:

Of Incr:0

Project Type:SCHOOL (K-12)

Project Class:Class 2

Special Type:NA

Estimated Amt:\$1,700,000.00

Contracted Amt:\$2,126,744.00

Change Order Amt:\$994,851.00

Adj Est.Date#1:

Adj Est.Amt#1:\$0.00

Final Project Cost:\$3,121,595.00

Adj Est.Date#2:

Adj Est.Amt#2:\$0.00

Received Date:4/19/2012

Appr. Date:1/31/2013

Appr. Ext. Date:

Closed Date:6/25/2015
3:03:57 PM

Incomplete Submittal

Complete Submittal Received Date:

SB 575

New Campus

Modernization

Auto Fire Detection

Sprinkler System

Required

Included In Plan

Required review services

Access Compliance

Fire & Life Safety

HPS

Structural Safety

Field Review

CGS Review

Special review type

Class.S Reduction

Concurrent Review

Incremental Review

Over the Counter

Energy Efficiency

- The Plan meet Title 24 Energy Requirements
- Project's new construction exceeds Title 24 by 0 %
- Project's modernization exceeds Title 24 by 0 %

Climate
Zone: 0
HPI:
Energy
Notes:

Project's Sq.footage:0
HPI Points:

EPR Approved Date:
HPI Hours:

Client's
Notes: Received 4/16/2012. ACS-Waiver requested. ACS Waived 4/19/2012.

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Exhibit F17-35



Service Review Status

Office ID:01

Application #:112609

File #:7-H7

Project Name:Pinole Valley High School-West Contra Costa Usd

Reviewing Office: **Stamped Date:**

Services	Plan Reviewer	Actual Start Date	Anticipated Finish	Finish Date	Status %	Returned Date	Back Check Reviewer	Start Date	Finish Date	Status %
Fire & Life Safety	Chen, Andrew	5/29/2012	6/4/2012	5/30/2012	85		Chen, Andrew	1/31/2013	1/31/2013	15
Structural Safety	Mui, Dan	5/31/2012		6/5/2012	85		Mui, Dan	1/31/2013	1/31/2013	15

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Exhibit F17-36

**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

We provide the highest quality education to enable all students to make positive life choices, strengthen our community, and successfully participate in a diverse and global society.

We provide excellent learning and teaching experiences; safe, student-centered learning environments; and support for all students and employees. We develop and maintain productive community partnerships and individual and collective accountability.

MEETING OF
October 19, 2011

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
OCTOBER 19, 2011**

BOARD AGENDA PACKETS AND INFORMATION:

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, and at public libraries throughout West County.

Complete Board agendas and packets are available online at: www.wccusd.net.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District office located at 1108 Bissell Avenue, Richmond, CA 94801 during normal business hours. In addition, such writings and documents may be posted on the District's website as noted above.

VIEWING THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is available by the City of Pinole on PCTV Channel 26/28, the City of Richmond KCRT Channel 28 and the City of Hercules Cable Channel 28. Please check the city websites for local listings of broadcast schedules.

You may also find the complete meeting available on a tape-delay basis through the Richmond City Web Page at: <http://www.kcrt.com> within a few days of the recording date.

Audio tapes of Board meetings are kept on file at the Administration Building, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1101).

The Board of Education would like to acknowledge Comcast, the cities of Pinole and Richmond, and WCCUSD staff for their generosity and efforts in helping to televise WCCUSD Board of Education meetings.

ATTENDING BOARD MEETINGS:

The public is warmly invited to attend and participate in all WCCUSD Board of Education meetings.

Location: **LOVONYA DEJEAN MIDDLE SCHOOL
3400 MACDONALD AVENUE
RICHMOND, CA 94805**

Time: The **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **5:00 PM** in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (Exhibit A). The Board will then adjourn to closed session and reconvene in open session to address the regular agenda (Exhibits B-G) at 6:30 PM.

Order of Business: **ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

Special Accommodations: Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Please contact the Superintendent's Office at 510-231-1101 at least 48 hours in advance of meetings.

"of children be more careful than anything."
e.e. cummings

B. OPENING PROCEDURES

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Presentation of Student Board Representative from John F. Kennedy High School**
- B.5 Report/Ratification of Closed Session**
- * **B.6 Agenda Review and Adoption (Public Comment)**
- * **B.7 Minutes: October 4, 2011**

C. BUSINESS ITEMS

CONSENT ITEMS (Routine Matters)

Consent Calendar Items designated by "CI" are considered routine and will be enacted, approved and adopted by one motion, unless a request for removal, discussion or explanation is received from any Board member or member of the public in attendance. Items the Board pulls for discussion or explanation will be addressed following Section E.

***CI C.1 Grants/Awards/Agreements**

Comment:

Formal action is requested from the Board of Education to accept the grants/awards/agreements, as detailed, dated October 19, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

***CI C.2 Acceptance of Donations**

Comment:

The District has received donations as summarized, dated October 19, 2011. Staff recommends acceptance of these donations.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per donations summary

***CI C.3 Approval of Fund-Raising Activities**

Comment:

The planned fund-raising events for the 2011-12 school year are summarized, dated October 19, 2011.

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Recommendation:
Recommend Approval

Fiscal Impact:
Additional revenue for schools

***CI C.4 Contracted Services**

Comment:
Permission is requested of the Board of Education to approve the following contracts for services as detailed, dated October 19, 2011.

Recommendation:
Recommend Approval

Fiscal Impact:
As noted per contracts summary

***CI C.5 Summary of Payroll and Vendor Warrant Reports**

Comment:
The summaries of Payroll and Vendor Warrants issued during the month of September, 2011:

Total of payroll warrants (September 2011):	\$ 8,775,116
Total of vendor warrants (September 2011):	\$20,091,309

Recommendation:
Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:
As noted above

***CI C.6 Notice of Completions: Bid J068280 Kennedy High School Admin Interiors Renovations, Bid J068278 Crespi Middle School Fire Restoration Project, Bid J068289 Collins Elementary School Portable Site Package, Bid J068281 Madera Elementary School Portable Site Package, Bid J068282 Mira Vista Elementary School Portables Site Package, Bid J068290 Collins Elementary School Parking & Driveway Improvements**

Comment:
Substantial completion notices has been received for: Bid J068280, Bid J068278, Bid J068289, Bid J068281, J068282 and Bid J068290.

Major construction projects are subject to acceptance by the governing board before a Notice of Completion can be processed, and final payment of the contract made. (BP 7470)

Staff recommends acceptance of the work completed by the following contractor:

AM Woo Construction, Bid J068280 Kennedy High School Admin Interiors Renovations

ERA Construction, Bid J068278 Crespi Middle School Fire Restoration Project
 ERA Construction, Bid J068289 Collins Elementary School Portable Site Package
 AM WOO Construction, Bid J068281 Madera Elementary School Portable Site Package
 Calico-California Constructors, Bid J068282 Mira Vista Elementary School Portables Site Package.
 Michael G McKim Company, Bid J068290 Collins Elementary School Parking & Driveway
 Improvements

Recommendation:

Recommend approval of these notices of completion

Fiscal Impact:

None

***CI C.7 Notification of Claims Rejected**

Comment:

The District has received claims requesting compensation for personal loss. The District’s risk management firm has investigated the claims and is requesting the School Board to ratify the authorized claim rejections.

Recommendation:

Ratify the rejection of claims

Fiscal Impact:

None

***CI C.8 CalPERS Retiree Health Care Vesting Resolutions – United Teachers of Richmond – for those retiring prior to July 1, 2010/Resolutions #26-1112, #27-1112**

Comment:

Each year, since adopting CalPERS as the District’s health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District’s tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount	Years of Service	Notes
26-1112	Fully Paid	Uncapped	5	Retired prior to January 1, 2007
27-1112	Kaiser Cap	Changes each year based upon the new CalPERS rates	5	Retired after December 31, 2006 but before July 1, 2010

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.9 CalPERS Future Retiree Health Care Vesting Resolutions for those retiring July 1, 2010 or later – United Teachers of Richmond/Resolutions #28-1112, #29-1112**Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount (monthly)	Years of Service	Notes
28-1112	Tier I	\$450.00	10	Hired prior to January 1, 2007
29-1112	Tier II	\$750.00	20	Hired prior to January 1, 2007, and attained 20 years by June 30, 2010

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.10 CalPERS Retiree Health Care Vesting Resolutions – Local 1 - for those retiring prior to July 1, 2010/Resolutions #30-1112, #31-1112**Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount	Years of Service	Notes
30-1112	Fully Paid	Uncapped	5	Retired prior to January 1, 2007 – new rates effective January 1, 2012
31-1112	Blue Shield + 10%	Changes each year based upon the new CalPERS rates	5	Retired after December 31, 2006 but before July 1, 2010 - new rates effective January 1, 2012

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Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.11 CalPERS Future Retiree Health Care Vesting Resolutions for those retiring July 1, 2010 or later – Local One/Resolutions #32-1112, #33-1112, #34-1112, #35-1112**

Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount (monthly)	Years of Service	Notes
32-1112	Tier I	\$450.00	5	Hired prior to January 1, 2007
33-1112	Tier II	\$550.00	20	Hired prior to January 1, 2007, and attained 20 years of service by June 30, 2010
34-1112	Tier III	\$450	10	Hired after January 1, 2007, before July 15, 2009
35-1112	Tier IV	\$450	25	Hired on or after July 15, 2009, paid only to age 65

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.12 CalPERS Retiree Health Care Vesting Resolutions – West Contra Costa Administrators Association - for those retiring prior to July 1, 2010/Resolutions #36-1112, #37-1112**

Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

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Resolution	Program	Amount	Years of Service	Notes
36-1112	Fully Paid	Uncapped	5	Retired prior to January 1, 2007
37-1112	Blue Shield + 10%	Changes each year based upon the new CalPERS rates	5	Retired after December 31, 2006 but before July 1, 2010

Recommendation:

Recommend Approval

Fiscal Impact:

None

- *CI C.13 CalPERS Future Retiree Health Care Vesting Resolutions for those retiring July 1, 2010 or later – West Contra Costa Association of Administrators/Resolutions #38-1112, #39-1112, #40-1112, #41-1112, #42-1112**

Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount (monthly)	Years of Service	Notes
38-1112	Tier I	\$250.00	5	Hired prior to January 1, 2007
39-1112	Tier II	\$450.00	10	Hired prior to January 1, 2007
40-1112	Tier III	\$550.00	20	Hired prior to January 1, 2007, and attained 20 years of service by June 30, 2010
41-1112	Tier IV	\$750.00	25	Hired prior to January 1, 2007, and attained 25 years of service by June 30, 2010
42-1112	Tier V	\$450.00	25	Hired on or after January 1, 2007, paid only to age 65

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.14 CalPERS Retiree Health Care Vesting Resolutions – School Supervisor Association - for those retiring prior to July 1, 2010/Resolutions #43-1112, #44-1112**Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount	Years of Service	Notes
43-1112	Fully Paid	Uncapped	5	Retired prior to January 1, 2007
44-1112	Blue Shield + 10%	Changes each year based upon the new CalPERS rates	5	Retired after December 31, 2006 but before July 1, 2010

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.15 CalPERS Future Retiree Health Care Vesting Resolutions for those retiring July 1, 2010 or later – School Supervisors Association/Resolutions #45-1112, #46-1112, #47-1112, #48-1112**Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount (monthly)	Years of Service	Notes
45-1112	Tier I	\$450.00	5	Hired prior to January 1, 2007
46-1112	Tier II	\$550.00	20	Hired prior to January 1, 2007 and attained 20 years by June 30, 2010
47-1112	Tier III	\$450.00	10	Hired after January 1, 2007 but prior to July 15, 2009
48-1112	Tier IV	\$450.00	25	Hired on or after July 15, 2009, paid only to age 65

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.16 CalPERS Retiree Health Care Vesting Resolutions – Classified Management (unrepresented) - for those retiring prior to July 1, 2010/Resolutions #49-1112, #50-1112, #51-1112**Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount	Years of Service	Notes
49-1112	Fully Paid	Uncapped	5	Retired prior to January 1, 2007
50-1112	"Blue Shield + 10% "	Changes each year based upon the new CalPERS rates	5	Retired after December 31, 2006 but before January 1, 2009
51-1112	Coverage Level Caps	\$450.00 (single), \$920.00 (two party), \$1,200.00 (family)	5	Retired After December 31, 2008 but before July 1, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.17 CalPERS Future Retiree Health Care Vesting Resolutions for those retiring July 1, 2010 or later – Classified Management (unrepresented)/Resolutions #52-1112, #53-1112, #54-1112, #55-1112**Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition,

CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount (monthly)	Years of Service	Notes
52-1112	Tier I	\$450.00	5	Hired prior to January 1, 2007
53-1112	Tier II	\$550.00	20	Hired prior to January 1, 2007 and attained 20 years by June 30, 2010
54-1112	Tier III	\$450.00	10	Hired on or after January 1, 2007 but prior to July 15, 2009
55-1112	Tier IV	\$450.00	25	Hired on or after July 15, 2009, paid only to age 65

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.18 CalPERS Retiree Health Care Vesting Resolutions – Certificated Management (unrepresented) - for those retiring prior to July 1, 2010/Resolutions #56-1112, #57-1112**

Comment:

Each year, since adopting CalPERS as the District’s health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District’s tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount	Years of Service	Notes
56-1112	Fully Paid	Uncapped	5	Retired prior to January 1, 2007
57-1112	“Blue Shield + 10% “	Changes each year based upon the new CalPERS rates	5	Retired after December 31, 2006 but before January 1, 2009

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.19 CalPERS Future Retiree Health Care Vesting Resolutions for those retiring July 1, 2010 or later – Certificated Management (unrepresented)/Resolutions #58-1112, #59-1112, #60-1112, #61-1112**

Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount (monthly)	Years of Service	Notes
58-1112	Tier I	\$250.00	5	Hired prior to January 1, 2007
59-1112	Tier II	\$450.00	10	Hired prior to January 1, 2007
60-1112	Tier III	\$550.00	20	Hired prior to January 1, 2007, and attained 20 years of service by June 30, 2010
61-1112	Tier IV	\$750.00	25	Hired prior to January 1, 2007, and attained 25 years of service by June 30, 2010
62-1112	Tier V	\$450.00	25	Hired on or after January 1, 2007, paid only to age 65

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.20 CalPERS Retiree Health Care Vesting Resolutions – Confidential (unrepresented) - for those retiring prior to July 1, 2010/Resolutions #63-1112, #64-1112**

Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount	Years of Service	Notes
63-1112	Fully Paid	Uncapped	5	Retired prior to January 1, 2007
64-1112	Blue Shield + 10%	Changes each year based upon the new CalPERS rates	5	Retired after December 31, 2006 but before July 1, 2010

Recommendation:

Recommend Approval

Fiscal Impact:

None

- *CI **C.21 CalPERS Future Retiree Health Care Vesting Resolutions for those retiring July 1, 2010 or later – Confidential (unrepresented)/Resolutions #65-1112, #66-1112, #67-1112, #68-1112**

Comment:

Each year, since adopting CalPERS as the District's health benefits provider, the Board has been required to adopt resolutions acknowledging rates and contributions. With the implementation of the District's tiered vesting program associated with each bargaining unit, CalPERS is now requiring the District to provide resolutions for each tier that is reflected in each union contract for future retirees. In addition, CalPERS requires resolutions for each program in place for current retirees. They are no longer permitting combined resolutions as they have in the past.

Resolution	Program	Amount (monthly)	Years of Service	Notes
65-1112	Tier I	\$450.00	5	Hired prior to January 1, 2007
66-1112	Tier II	\$550.00	20	Hired prior to January 1, 2007 and attained 20 years by June 30, 2010
67-1112	Tier III	\$450.00	10	Hired on or after January 1, 2007 but prior to July 15, 2009
68-1112	Tier IV	\$450.00	25	Hired on or after July 15, 2009, paid only to age 65

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.22 Routine Personnel Changes - Certificated**Comment:

Routine personnel changes include actions to hire, promote, or terminate certificated employees in accord with appropriate laws, established policies and procedures.

Recommendation:

For Information Only

Fiscal Impact:

None

***CI C.23 Acceptance of Contracts for Placement of Student Teachers**Comment:

Teachers in this district provide supervision and evaluation for students at California State University, East Bay, seeking credentials to teach in California public school classrooms. These arrangements are made between the institution of higher education and the individual classroom teacher at no cost to the district.

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed on the attached sheet dated October 19, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.24 Ratification and Approval of Engineering Services Contracts**Comment:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation:

Ratify and approve contracts as noted

Fiscal Impact:

Total for this action: \$428,780. Funding sources as noted.

***CI C.25 Ratification and Approval of Negotiated Change Orders**Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: Mira Vista ES Portables, Portola MS Fencing & Drainage, Ford ES New School, Nystrom Elementary

School Multipurpose Room, El Cerrito HS Multi-Use Sports Field and De Anza HS New Campus. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

In addition to normal ratification, approval of the noted Change Order for the Mira Vista ES Portable projects are required by the Board, with special findings as noted below, because these projects are in excess of the Public Contract Code limit of 10% of the original contract value. In accordance with Public Contract Code 20118.4, the Board, by approving and ratifying these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$299,782.15

***CI C.26 Approval of updated District Standards for Middle School Renovations and Reconstructions**

Comment:

The District has completed one full middle school reconstruction at Helms Middle School. Pinole Middle School is currently under construction. Portola Middle School is in design phase for reconstruction. As a part of every District project, there are standards which cover basic spaces in every school, from administration to classrooms. These standards include lighting, finishes, cabinets/storage, presentation materials, and all other elements needed to design the spaces. The standards are the basis of each school that undergoes renovation or reconstruction and are provided the Architects of Record for their use. The District Standards have continued to evolve over time and it is appropriate to update them at this time. The District retained HY Architects for this update. Their work reflects lessons learned over the course of construction of the first projects, including feedback from teachers, staff, and District Administrators. The updated standards also are appropriate as the Board has adopted the Collaborative for High Performance Schools ("CHPS") Standards. These are the "green building standards" for schools in California and reflect the District's commitment to sustainable design.

The standards were presented to the Facilities Subcommittee at their meeting of October 11, 2011. The Facilities Subcommittee recommends approval by the full Board.

Standards are provided for review under separate cover.

Recommendation:

Adopt updated District Standards for High School Renovations and Reconstructions.

Fiscal Impact:

Project budgets include design to the referenced standards.

***CI C.27 Approval of awards of Ford Elementary School Furniture contract**Comment:

The new construction of the Main Building at Ford Elementary School is nearly complete. The next step for the District is to purchase new furniture for the school. The District has prepared preliminary furnishing criteria with classroom configurations, specialty spaces including computer labs, special education, admin furnishings, offices and staff work areas.

The District engaged in a public bid process, using its preliminary furnishing criteria, to select the vendor for this contract. Public bids were opened on October 6, 2011. Three vendors submitted proposals. They are as follows: Sierra School Equipment Co., \$401,335.98; Young Office Solutions, \$393,458.67; Contrax, \$343,256.21.

Recommendation:

Approve contract for Ford Elementary School Main Building furniture, setup and installation to the lowest responsive, responsible vendor, after the expiration of the protest period.

Fiscal Impact:

\$343,256.21. Funded by the Measure J Bond, under the Ford Elementary School Furniture and Equipment Budget.

***CI C.28 Approval of Valley View Elementary School Architectural fees**Comment:

Valley View Elementary School is one of the listed projects in the Measure D 2010 Bond. The Valley View Elementary School campus reconstruction and replacement project has been initially programmed and master planned by DLM Architects. The Board approved the Valley View Master Plan on the September 7th meeting. It is time for the development of the plans and the construction documents. The scope includes on-site Temporary Interim Campus, construction of New Permanent Buildings as well as the Demolition of the existing Campus and new site work improvement including civil, utilities and landscape. The fees include multi phases of work.

Recommendation:

Approve proposed Valley View Elementary School Architectural and Engineering fees

Fiscal Impact:

\$2,838,125

***CI C.29 Approval of contract for Furniture, set up and installation at Nystrom Elementary School Multipurpose Building**Comment:

The new construction of the Multipurpose Building at Nystrom Elementary School is nearly complete. The next step for the District is to purchase new furniture for the building. The District has prepared preliminary furnishing criteria with classroom configurations, specialty spaces including computer labs, special education, admin furnishings, offices and staff work areas.

The District engaged in a public bid process, using its preliminary furnishing criteria, to select the vendor for this contract. Public bids were opened on October 11, 2011. Three Contractors submitted proposals. They are as follows: Sierra School Equipment \$99,992.09, Young Office Solutions \$137,616.40 and Contrax \$106,501.47. The lowest responsive, responsible vendor is Sierra School Equipment.

Recommendation:

Approve contract for Nystrom Elementary School Multipurpose Building furniture, setup and installation with the lowest responsive, responsible vendor, after the expiration of the protest period.

Fiscal Impact:

\$99,992.09. Funded by the Measure J Bond, under the Nystrom Elementary School Furniture and Equipment Budget.

***CI C.30 Williams Lawsuit Complaints Quarterly Report**

Comment:

The Williams Lawsuit requires that a quarterly report be brought before the Board of Education reflecting the number of complaints filed with any school in the district during a particular quarter. This report reflects the time period from July 1, 2011 through September 30, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.31 Citizens' Bond Oversight Committee (CBOC) Appointments by Public Employees Union, Local One**

Comment:

The Public Employees Union, Local One has forwarded a recommendation that Mr. Julio Arroyo be appointed to serve as their representative to the Citizens' Bond Oversight Committee. Additionally, Mr. Scott Brown was recommended to serve as the Local's alternate and would attend and participate in meetings of the CBOC that Mr. Arroyo is unable to attend.

Recommendation:

Approve appointments as noted

Fiscal Impact:

None

***CI C.32 Bond Litigation Expenses: Resolution No. 69-1112**

Comment:

Certain legal expenses incurred by the District are appropriately paid from bond proceeds. This Resolution, if approved by the Board, authorizes the use of bond proceeds to pay legal expenses arising from the Orrick litigation (Case No. 10-00317) and the KND litigation (Case No. 09-02462). The actual payment of fees and expenses from the two legal matters would still be reviewed and approved by the

Board and staff under the same procedures as are currently in place. The Resolution provides the basis for a potential future court application leading to an order authorizing the use of bond proceeds in the manner described in the Resolution.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.33 Board Policy 3100 – Revision**

Comment:

Last January the California Department of Education provided a letter that stated:

“The Governmental Accounting Standards Board (GASB) has issued Statement 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, that considerably alters the categories and terminology used to describe the components that compose fund balance. These changes are intended to enhance how fund balance information is reported and to improve its usefulness by establishing new fund balance classifications that are easier for users to understand and apply. The new standard also clarifies the definitions of certain governmental funds.

The new standard does not change the actual amount of fund balance reported, and does not change most aspects of day-to-day accounting.”

Subsequently the California School Board Association (CSBA) began revising the board policies which correspond to this new accounting standard. This revision reflects an update to Board Policy 3100 in accordance with the new standard. The financial statements for 2010-11 include the new terminology for fund balance classifications.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.34 NCLB Supplemental Educational Services (SES) Tutoring Contracts**

Comment:

The No Child Left Behind (NCLB) Act of 2001 requires school districts to set aside an amount equivalent to 20% of the Title I entitlement for the purposes of providing Transportation for Choice and Supplemental Educational Services (SES). In WCCUSD 20% of the entitlement is \$1,743,319. Of this amount, \$100,000 is needed for Transportation for Choice leaving \$1,643,319 available for SES tutoring.

Federal guidance regarding Supplemental Educational Services was released on January 14, 2009. The guidance specifies the roles and responsibilities of the U.S. Department of Education, the State Board of Education and the Local Educational Agency. The guidance has been used to inform the

implementation of this initiative in WCCUSD. Each year the Department of Education sets the official per pupil allotment (PPA) for each district, which represents the maximum amount to be expended per participant. The official rate for 2011-12 is \$1,262.54 per student; therefore, approximately 1,301 eligible students may be served.

Parent/guardians of all students participating in the free and reduced lunch program at the 19 Title I schools in year 2 and beyond of NCLB Program Improvement were informed of the opportunity to receive these tutoring services. An informational catalog and application were created in English and Spanish with descriptions of the programs offered by the State-approved providers. These materials were mailed to all eligible families in August. In addition, catalogs are available in the front office of all participating schools. Furthermore, many of the participating schools host provider fairs for their school communities.

Permission is requested of the Board of Education to approve contracts between the District and named State-approved SES providers per parental choice for the period of October 1, 2011 through June 30, 2012 per the provided list.

Recommendation:

Recommend Approval

Fiscal Impact:

Appropriate expenditure of Title I SES reservation

D. AWARDS, RECOGNITIONS, AND REPORTS

* **D.1 Standing Reports**

Representatives of the following committees and employee unions are invited to provide a brief update to the Board. Representatives from these groups need to sign up to speak prior to the beginning of this item on the agenda by submitting a “Request to Address the Board” form. Five minutes may be allowed for each subcommittee or group listed below:

Academic Subcommittee	Linked Learning – Multiple Pathways
Bayside Parent Teacher Association	Safety Committee
Citizens’ Bond Oversight Committee	Youth Commission
Community Budget Advisory Committee	Public Employees Local 1
Facilities Subcommittee	School Supervisors Association
Ivy League Connection	United Teachers of Richmond

* **D.2 In Memory of Members of the School Community**

Comment:

The District would like to take time to recognize the contributions of members of our school community who have passed away. The District requests the community to submit names to be reported as a regular part of each agenda.

Daneen Cali passed away recently. Ms. Cali worked at Fairmont Elementary School for twelve years as a special education teacher, retiring in 2008.

George Griset passed away earlier this month. He began working in the district in 1957 teaching fifth grade, middle school math, and serving as an elementary principal and supervisor. He went on to become Director of Elementary Schools and Director of Special Programs before retiring in 1991.

Our thoughts go out to the family and friends in the loss of their loved one.

Recommendation:
For Information Only

Fiscal Impact:
None

E. PUBLIC AND COMMITTEE COMMUNICATIONS
(Education Code 35145.5; Government Code 54950 et seq.)

* **E.1 Superintendent's Report**

* **E.2 Request to Address the Board – Marshall Walker Jr. Heart Screening Foundation**

Comment:
The Marshall Walker Jr. Heart Screening Foundation is a non-profit organization, established in 2009, to create awareness and bring attention to Sudden Cardiac Death among young athletes, and give early warnings of possible heart disease.

Recommendation:
For Information Only

Fiscal Impact:
None

* **E.3 WCCUSD Public Comment**

Members of the public are invited to speak to the Board about any matter that is not otherwise on the agenda and is related to issues affecting public education in the WCCUSD. **Approximately 30 minutes will be allocated for this item.** If there are more requests to speak than can be heard within this time limit, "WCCUSD Public Comment" will continue after Item G. Individuals wishing to speak must submit a "WCCUSD Public Comment" form prior to the beginning of this item on the agenda.

Depending on the number of persons who wish to speak, from one to three minutes will be allocated to each speaker at the discretion of the President of the Board in order to accommodate as many speakers as possible. The Board cannot dialogue on any issues brought before it by the public that have not been previously agendaized, but may refer these to staff for response and/or placement on future agendas.

F. ACTION ITEMS*** F.1 Approval of Wilson Elementary School Master Plan**Comment:

Wilson Elementary School is one of the listed projects in the Measure D 2010 Bond. In order to develop the scope of work for this campus the District has engaged in a Master Planning process to determine project priorities and configuration of a replacement school at the site. This process included numerous meetings with school staff and teachers. In addition, the District hosted a neighborhood meeting for the project and reviewed the proposed master plan for reconstruction with local residents.

Interactive Resources Architects is the Master Plan Architect for Wilson ES. They will present the proposed master plan for the Board. The Facilities Subcommittee of the Board has reviewed the Master Plan and recommended approval by the full Board at its meeting of October 11, 2011.

Recommendation:

Approve proposed Wilson Elementary School Master Plan

Fiscal Impact:

\$34,000,000 is the total project budget for Wilson. Future project work will be funded by the Measure D 2010 Bond when those funds are available.

*** F.2 Public Hearing and Adoption, Initial Bargaining Proposal of West Contra Costa Unified School District for the 2011-2012 labor negotiations with Public Employees Union, Local 1**Presentation and Public Hearing of Initial Bargaining ProposalComment:

The CBA (Collective Bargaining Agreement) with West Contra Costa Unified School District and the Public Employees Union, Local 1 is in its fourth and final year. Article 1 of the CBA provides that each party may open one article and one mutually agreeable article for each of the last two years of the contract. The District is exercising its option to open Article 16 Compensation, at this time.

Pursuant to the Educational Employments Relations Act, the initial proposal for negotiations by school districts and labor unions must be submitted at a public meeting of the governing board. The initial proposal of the West Contra Costa Unified School District for 2011-12 will be presented, at which time the public is allowed comment on this proposal.

Recommendation:

That the Board of Education hold a public hearing on the initial bargaining proposal of West Contra Costa Unified School District for 2011-2012.

Board Adoption of Initial Bargaining ProposalComment:

Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the proposal of West Contra Costa Unified School District for 2011-2012.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** October 19, 2011
From: Bill Fay **Agenda Item:** F.1
Associate Superintendent for Operations
Subject: Approval of Wilson Elementary School Master Plan

Background Information: Wilson Elementary School is one of the listed projects in the Measure D 2010 Bond. In order to develop the scope of work for this campus the District has engaged in a Master Planning process to determine project priorities and configuration of a replacement school at the site. This process included numerous meetings with school staff and teachers. In addition, the District hosted a neighborhood meeting for the project and reviewed the proposed master plan for reconstruction with local residents.

Interactive Resources Architects is the Master Plan Architect for Wilson ES. They will present the proposed master plan for the Board. The Facilities Subcommittee of the Board has reviewed the Master Plan and recommended approval by the full Board at its meeting of October 11, 2011.

Recommendation: Approve proposed Wilson Elementary School Master Plan.

Fiscal Impact: \$34,000,000 is the total project budget for Wilson. Future project work will be funded by the Measure D 2010 Bond when those funds are available.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Exhibit F17-37

**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

We provide the highest quality education to enable all students to make positive life choices, strengthen our community, and successfully participate in a diverse and global society.

We provide excellent learning and teaching experiences; safe, student-centered learning environments; and support for all students and employees. We develop and maintain productive community partnerships and individual and collective accountability.

MEETING OF
November 16, 2011

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
NOVEMBER 16, 2011**

BOARD AGENDA PACKETS AND INFORMATION:

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, and at public libraries throughout West County.

Complete Board agendas and packets are available online at: www.wccusd.net.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District office located at 1108 Bissell Avenue, Richmond, CA 94801 during normal business hours. In addition, such writings and documents may be posted on the District's website as noted above.

VIEWING THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is available by the City of Pinole on PCTV Channel 26/28, the City of Richmond KCRT Channel 28 and the City of Hercules Cable Channel 28. Please check the city websites for local listings of broadcast schedules.

You may also find the complete meeting available on a tape-delay basis through the Richmond City Web Page at: <http://www.kcrt.com> within a few days of the recording date.

Audio tapes of Board meetings are kept on file at the Administration Building, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1101).

The Board of Education would like to acknowledge Comcast, the cities of Pinole and Richmond, and WCCUSD staff for their generosity and efforts in helping to televise WCCUSD Board of Education meetings.

ATTENDING BOARD MEETINGS:

The public is warmly invited to attend and participate in all WCCUSD Board of Education meetings.

Location: **LOVONYA DEJEAN MIDDLE SCHOOL
3400 MACDONALD AVENUE
RICHMOND, CA 94805**

Time: The **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **5:30 PM** in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (Exhibit A). The Board will then adjourn to closed session and reconvene in open session to address the regular agenda (Exhibits B-G) at 6:30 PM.

Order of Business: **ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

Special Accommodations: Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Please contact the Superintendent's Office at 510-231-1101 at least 48 hours in advance of meetings.

"of children be more careful than anything."
e.e. cummings

B. OPENING PROCEDURES

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Presentation of Student Board Representative from El Cerrito High School**
- B.5 Report/Ratification of Closed Session**
- * **B.6 Agenda Review and Adoption (Public Comment)**
- * **B.7 Minutes: October 26, 2011; November 2, 2011**

C. BUSINESS ITEMS

CONSENT ITEMS (Routine Matters)

Consent Calendar Items designated by “CI” are considered routine and will be enacted, approved and adopted by one motion, unless a request for removal, discussion or explanation is received from any Board member or member of the public in attendance. Items the Board pulls for discussion or explanation will be addressed following Section E.

***CI C.1 Grants/Awards/Agreements**

Comment:

Formal action is requested from the Board of Education to accept the grants/awards/agreements, as detailed, dated November 16, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

***CI C.2 Acceptance of Donations**

Comment:

The District has received donations as summarized dated November 16, 2011. The estimated values for any non-cash donations are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per donations summary

***CI C.3 Approval of Fund-Raising Activities**

Comment:

The planned fund-raising events for the 2011-12 school year are summarized, dated November 16, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

Additional revenue for schools

***CI C.4 Contracted Services**

Comment:

Permission is requested of the Board of Education to approve contracts for services as detailed, dated November 16, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per contracts summary

***CI C.5 Summary of Payroll and Vendor Warrant Reports**

Comment:

The summaries of Payroll and Vendor Warrants issued during the month of October, 2011:

Total of payroll warrants (October 2011):	\$ 8,748,895
Total of vendor warrants (October 2011):	\$ 20,737,213

Recommendation:

Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:

As noted above

***CI C.6 Notice of Completions: Bid J068301 Richmond High School Arts Building Fire & Intrusion Alarm Project, Bid J068217 Kennedy High School Security Fencing Project, Bid J068263 Crespi Middle School Roof Restoration Project**

Comment:

Substantial completion notices has been received for: Bid J068301, Bid J068217, Bid J068263.

Major construction projects are subject to acceptance by the governing board before a Notice of Completion can be processed, and final payment of the contract made. (BP 7470)

Staff recommends acceptance of the work completed by the following contractor:

Green Leaf Solar dba Eclipse Electric, Bid J068301 Richmond HS Arts Build. Alarm Project
Crusader Fence Co. Inc., Bid J068217 Kennedy High School Security Fencing Project
F. Rodgers Corp., Bid J068263 Crespi Middle School Roof Restoration Project.

Recommendation:

Recommend approval of these notices of completion

Fiscal Impact:

None

***CI C.7 Certificated Board Authorization - Education Code 44285.3**

Comment:

Ed Code 44285.3 allows the Governing Board of a school district to authorize the holder of a multiple subject, standard elementary, single subject or standard secondary, credential with his or her consent, to teach departmental classes in grades K-12 provided the teacher has adequate knowledge of subject matter.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.8 Routine Personnel Changes - Certificated**

Comment:

Routine personnel changes include actions to hire, promote, or terminate certificated employees in accord with appropriate laws, established policies and procedures.

Recommendation:

For Information Only

Fiscal Impact:

None

***CI C.9 Routine Personnel Changes – Classified**

Comment:

Routine personnel changes include actions to hire, promote, or terminate classified employees in accord with appropriate laws, established policies and procedures.

Recommendation:

For Information Only

Fiscal Impact:

None

***CI C.10 Acceptance of Contracts for Placement of Student Teachers**

Comment:

Teachers in this district provide supervision and evaluation for students at California State University, East Bay, seeking credentials to teach in California public school classrooms. These arrangements are made between the institution of higher education and the individual classroom teacher at no cost to the district.

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed, dated November 16, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.11 Ratification and Approval of Engineering Services Contracts**

Comment:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation:

Ratify and approve contracts as noted

Fiscal Impact:

Total for this action: \$514,432. Funding sources as noted.

***CI C.12 Approval of Wilson Elementary School Construction Document Design Fees**

Comment:

Wilson Elementary School Campus Replacement is one of the listed projects in Measure D-2010 Bond. Master Plan documents have been completed by Interactive Resources, and approved by the Board of Trustees on October 19, 2011. The scope of work includes schematic design, design development, and construction document services by the architect and the architect's sub-consultants.

Recommendation:

Approve proposed Wilson Elementary School Construction Document Design Fees

Fiscal Impact:

Total for this action: \$2,400,000. Funding source is Measure D-2010 Bonds.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** November 16, 2011
From: Bill Fay **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Approval of Wilson Elementary School Construction Document Design Fees

Background Information:

Wilson Elementary School Campus Replacement is one of the listed projects in Measure D-2010 Bond. Master Plan documents have been completed by Interactive Resources, and approved by the Board of Trustees on October 19, 2011. The scope of work includes schematic design, design development, and construction document services by the architect and the architect's sub-consultants.

Recommendation: Approve proposed Wilson Elementary School Construction Document Design Fees.

Fiscal Impact: Total for this action: \$2,400,000. Funding source is Measure D-2010 Bond.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

rjk

Exhibit F17-38



West Contra Costa Unified School District

Lisa LeBlanc
Associate Superintendent of Operations

Luis Freese
District Engineering Officer

Keith Holtlander
Director of Facilities and Construction

July 6, 2016

VIA US MAIL AND FACSIMILE

Interactive Resources
117 Park Place
Richmond, CA 94801
Attn: Andrew Butt
Fax: (510) 232-5325

Re: Woodrow Wilson Elementary School Reconstruction ("Project")
Agreement for Architectural Services, November 17, 2011 ("Agreement")
Notice of Rejection of Invoice No. 15113

Dear Mr. Butt:

The West Contra Costa Unified School District ("District") is in receipt of Interactive Resource's Invoice No. 15113, dated November 20, 2015 ("Invoice") which was provided at the meeting on March 24, 2016, regarding the above-referenced Project. The Invoice represents the final 5% of the Construction Documents portion of Interactive Resource's services on the Project, in the amount of Sixty-Nine Thousand Three Hundred Dollars (\$69,300). This letter is to provide notice that the District rejects the Invoice. Section B(3)(c) of Exhibit D of the Agreement expressly provides for "one hundred percent (100%) payment upon acceptance of the Construction Documents Phase by the DSA and the District." Consequently, in light of the Project's status, final Construction Documents were not accepted by either the DSA or the District, as required by the Agreement to make payment on 100% of the Construction Documents Phase.

Thus, the District hereby rejects the attached invoice pursuant to the terms of the Agreement. Should you have any questions regarding this matter, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "Luis Freese".

Luis Freese
Chief Engineering Officer

Exhibit F17-39



CELEBRATING 40 YEARS
INTERACTIVE RESOURCES, INC.
ARCHITECTS & ENGINEERS 1973-2013

117 Park Place
Pt. Richmond, CA 94801
(510) 236-7435

WCCUSD- Luis Freese
1400 Marina Way South
Richmond, CA 94804

Invoice number 151113
Date 11/20/2015

Project 2010-034-01 Woodrow Wilson Elem.
School

Contract No. 1 000 000 582
Project No. 1651384-03
Fees based on original contract (2.4M) and Amendment No. 2 (900K)
Measure D-2010 Bond (PID: 1651384-03)

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Schematics	396,000.00	100.00	396,000.00	396,000.00	0.00
Design Development	462,000.00	100.00	462,000.00	462,000.00	0.00
Construction Documents	1,386,000.00	100.00	1,386,000.00	1,316,700.00	69,300.00
Bidding	165,000.00	0.00	0.00	0.00	0.00
CA	825,000.00	0.00	0.00	0.00	0.00
Close Out	66,000.00	0.00	0.00	0.00	0.00
Total	3,300,000.00	68.00	2,244,000.00	2,174,700.00	69,300.00

Invoice total **69,300.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
150615	06/29/2015	110,880.00					110,880.00
151113	11/20/2015	69,300.00	69,300.00				
Total		180,180.00	69,300.00	0.00	0.00	0.00	110,880.00

Payment is due upon receipt.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

- 1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within fifty (50) miles of the Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in Exhibit "A" and "A-1" or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and Exhibit "B," there shall be no payment for extra costs or expenses.
- 2. The total compensation to the Architect shall be as stated in Article 6 of the Agreement.
- 3. District shall pay Architect as follows for all Basic Services contracted for under this Agreement.
 - a. **Total Fee Per Phase:** The following fee scale shall be used to calculate the portion of fee allotted to each phase of Architect's services:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Schematic Design Phase	\$288,000 (12%)
Design Development Phase	\$336,000 (14%)
Construction Documents Phase	\$1,008,000 (42%)
Bidding Phase	\$120,000 (5%)
Construction Administration Phase*	\$600,000 (25%)
Close Out Phase	\$48,000 (2%)
TOTAL BASE COMPENSATION	\$2,400,000 (100%)

B. Method of Payment

- 1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
- 2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
- 3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
 - a. **For Schematic Design Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

b. For Design Development Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

c. For Construction Documents Phase:

Monthly payments for percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the DSA and the District.

d. For Bidding Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

e. For Construction Administration Phase:

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.

f. For Close Out:

Lump sum payment thirty-five (35) days after completion of all items in this phase, including Close of File with Certification by Division of State Architect.

C. Reimbursable Expenses

1. Deliverables as required as a part of this agreement will be billed at 1.1 times direct cost. Printing will be done by a District approved vendor.
2. The District, at its sole option, may self-print the deliverables required under Exhibit "A" from documents as posted on the PS2.
3. Prints for the Architect's own use and for consultant coordination are not reimbursable expenses.