


Board Office Use: Legislative File Info.	
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Introduction Date	6-22-16
Enactment Number	16-1063 4
Enactment Date	6/22/16



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students.

# Memo

To Board of Education 

From Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer ✓  
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date

Subject Independent Contractor Agreement for Professional Services -Architectural Testing, Inc. -Lincoln Elementary School Water Intrusion Project

**Action Requested** Approval by the Board of Education of an Independent Contractor Agreement with Cochran Management Services, Inc. ("CCMSI"), a Third Party Administrator ("TPA"), between the District and Architectural Testing, Inc., Lake Forest, CA., for the latter to provide one day of testing and a report of our findings and repair recommendations. The testing includes a small flood test of the parapet and roof juncture above the afflicted area and a spray test of the Portland cement plaster exterior finish, in conjunction with the Lincoln Elementary School Water Intrusion Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing upon Board Approval and concluding no later than December 31, 2016, in an amount not-to exceed \$5,500.00.

**Discussion** Water intrusion and mold were found at Lincoln Elementary School at Room 166. Preliminary report findings show that even though mold was removed, the water intrusion issue still needs to be resolved.

LBP (Local Business Participation Percentage) 0.00%

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

**Recommendation** Approval by the Board of Education of an Independent Contractor Agreement with Cochran Management Services, Inc. ("CCMSI"), a Third Party Administrator ("TPA"), between the District and Architectural Testing, Inc., Lake Forest, CA., for the latter to provide one day of testing and a report of our findings and repair recommendations. The testing includes a small flood test of the parapet and roof juncture above the afflicted area and a spray test of the Portland cement plaster exterior finish, in conjunction with the Lincoln Elementary School Water Intrusion Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing upon Board Approval and concluding no later than December 31, 2016, in an amount not-to exceed \$5,500.00.

**Fiscal Impact** Fund 67, Self-Insurance Fund

## Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal



## CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With Every Consent Agenda Contract.**

Legislative File ID No. 16-1494

Department: Facilities Planning & Management

Vendor Name: Architectural Testing, Inc.

Project Name: Lincoln ES Water Intrusion Project No.: N/A

Contract Term: Intended Start: Upon Board Approval Intended End: 12/31/16

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 5,500.00

Approved by: Rebecca Cingolani

Is Vendor a local Oakland Business or have they met the requirements of the

Local Business Policy? Yes  No

How was this Vendor selected?

The services and report provided by this vendor will help inform the waterproofing consultant's design for permanent repair.

Summarize the services this Vendor will be providing.

Partial building enclosure investigation and field testing. Testing includes a small flood test at the parapet and roof juncture above the afflicted area as well as a spray test of the Portland cement plaster exterior finish. A report of findings and repair recommendations will be provided.

Was this contract competitively bid? Yes  No

If No, please answer the following:

1) How did you determine the price is competitive?

Due to the health implications caused by this issue, a trusted consultant was solicited.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into and upon Board of Education approval as indicated below ("Contract"), by and between Architectural Testing, Inc. ("Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services. The Contractor shall furnish to the District the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project is to provide services for the Lincoln Elementary School Water Intrusion. Scope includes one day of testing and a report of our findings and repair recommendations.

- 2. Term. Contractor shall commence upon Board Approval and concluding no later than December 31, 2016, and will diligently perform as required or requested by District as applicable. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

- 3. Submittal of Documents. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

x Signed Agreement x Workers' Compensation Certificate
x Insurance Certificates & Endorsements W-9 Form
N/A Bonds (as requested by District) Other: Fingerprinting
x Debarment Certificate

- 4. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in Exhibit "A," on an hourly basis and a per-item basis, as applicable, and up to a maximum amount not-to-exceed Five thousand, five hundred dollars and no cents (\$5,500.00). District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **Zero (\$0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. District represents and warrants that any information supplied to Contractor by District or its representative as a basis to perform such services is accurate and complete and acknowledges that Contractor is relying on such information without any further duty to confirm the accuracy or completeness.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. District shall not use or distribute any reports submitted under this Agreement in a misleading manner and such reports shall be copied in their entirety when distributed.
11. **Termination.**
  - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 11.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. District acknowledges that this thirty (30) day notice period is

acceptable so that the District can attempt to procure the Services from another source.

11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. material violation of this Agreement by the Contractor; or

11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation ceases, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of such termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.4. Upon termination, Contractor shall provide the District with all completed documents produced maintained or collected by Contractor pursuant to this Agreement.

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

13. **Insurance.**

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

13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions

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

- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

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

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

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

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

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

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

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

14. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without District's written consent.



15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** ~~The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.~~
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the

District shall give reasonable prior written notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**22. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

**23. Limitation of District Liability.** 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.

23.1 Limitation of Contractor Liability. The maximum aggregate liability of Contractor in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of the Agreement or any matter arising out of or in connection with the Work to be provided in accordance with this Agreement shall be the amount of fees due by District to Contractor under this Agreement except that such limitation shall not apply in the event of a finding of gross negligence or willful misconduct on the part of Contractor by a court of competent jurisdiction. Notwithstanding any other provision of this Agreement, in no event shall Contractor 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.

**24. Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

**25. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement for a period of five years.

**26. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**Oakland Unified School District**

955 High Street  
Oakland, CA 94601

**Attn: Tadashi Nakadegawa**

Tel: 510-535-7038

**Contractor**

Architectural Testing, Inc.

4 Rancho Circle

Lake Forest, CA 92630

**Attn: Frank Wabiszewski, Jr.**

Tel: 949-460-9600

Any notice personally given or sent by facsimile transmission shall be effective upon receipt.

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.org](http://www.ousd.org), under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.
28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

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

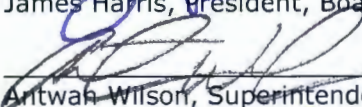
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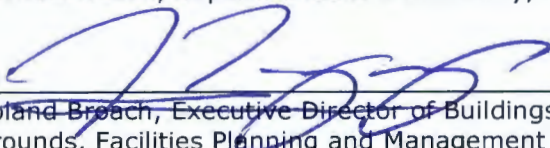
**Susie Butler-Berkley**  
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

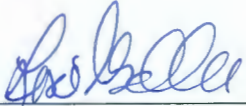
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
James Harris, President, Board of Education 6/22/16  
Date

  
Antwan Wilson, Superintendent & Secretary, Board of Education 6/22/16  
Date


  
Roland Broach, Executive Director of Buildings, Custodial & Grounds, Facilities Planning and Management Date

**CONTRACTOR**

  
By: Lisa Gallin 4-18-16  
Date  
Its: Project Coordinator

**APPROVED AS TO FORM:**

  
OUSD Facilities Legal Counsel 5/12/16  
Date

File ID Number: 16-1494  
Introduction Date: 6-22-16  
Enactment Number: 16-1063  
Enactment Date: 6-22-16  
By: 

**Information regarding Contractor:**

Contractor: Architectural Testing, Inc  
 License No.: N/A  
 Address: 130 Derry Court  
York, PA 17406  
 Telephone: 717-764-7700  
 Facsimile: \_\_\_\_\_  
 E-Mail: lgallin@archtest.com  
 Type of Business Entity:  
 Individual  Sole  
 Proprietorship  
 Partnership  Limited  
 Partnership  
 Limited Liability Company  
 Corporation, State: PA  
 Other: \_\_\_\_\_

**EIN** 23-1999985  
 Employer Identification and/or Social Security Number

**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.**

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**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides that 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: 4-18-76  
 Proper Name of Contractor: Architectural Testing, Inc.  
 Signature: Lisa Gallin  
 Print Name: Lisa Gallin  
 Title: Project Coordinator

(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.)

**EXHIBIT A**  
**Scope of Services**

Proposal to be attached.



July 22, 2015  
Revision 1

Ms. Rebecca Cingolani  
Risk Management Officer, Acting  
Oakland Unified School District  
1000 Broadway  
Oakland CA, 94607

RE: Partial Building Enclosure Investigation and Field Testing  
Lincoln Elementary School  
Oakland, CA

Dear Ms. Cingolani:

Architectural Testing, Inc., an Intertek company (Intertek-ATI), is pleased to offer you this proposal to provide a partial building enclosure investigation and field testing for the above reference project. We reserve the right to modify this proposal if our understanding of the project changes or your needs change.

**Project:** Lincoln Elementary, Oakland CA

**Project Understanding:** The east elevation of Lincoln Elementary School has signs of mold contamination and water stains on the interior face of the wooden framing. The area is confined to the east wall of the furthest east classroom on the first floor. The drywall was removed to expose the area prior to our visit to the site on July 17, 2015. We will investigate the water intrusion at this location and provide repair recommendations.

**Scope of work:** Our proposed scope of work includes one day of testing and a report of our findings and repair recommendations. The testing includes a small flood test of the parapet and roof juncture above the afflicted area and a spray test of the Portland cement plaster exterior finish.

Task	Total
Initial Partial Building Enclosure Investigation – including spray test of Portland cement plaster and flood test of roof.	\$3,000
Report of findings including repair options.	\$2,500
Subtotal	\$5,500



Ms. Rebecca Cingolani  
 Lincoln Elementary School  
 July 22, 2015 rev 1  
 Page 2

Additional Services: The budget breakdown is based on the following hourly rates. The rates are based on our 2015 Fee Schedule. Additional services required and approved by the client will be invoiced according to these hourly rates.

If work is required on Weekends, an additional fee will be assessed at time and a half for Saturdays and double the rate for work provided on Sundays.

Director/Associate Director/Consultant	\$180/hour
Senior Project Manager/Senior Project Engineer	\$170/hour
Project Manager/Engineer	\$155/hour
Technician	\$115/hour
Clerical	\$ 75/hour
Travel Expenses/Reimbursables	Cost + 15%

**Terms:** The payment terms for the scope of work as outlined in this proposal shall be Net 30 Days. Payment shall be made according to terms of this proposal with no "hold-back" or retention. This is not valid if retention or hold back is required. Interest at 1.5 percent per month will begin on the first day after the due date of all invoices.

Thank you for the opportunity to provide this proposal. Should you have any questions or require additional information, please feel free to contact me at your earliest convenience.

Sincerely yours,

ARCHITECTURAL TESTING, INC.

Digitally Signed for: Frank Wabiszewski by Lisa Gallin

Frank Wabiszewski, Jr.  
 Director - Building Sciences

FW/MDR:lg  
 Attachments:  
 Terms and Conditions (2 pages)





Ms. Rebecca Cingolani  
 Lincoln Elementary School  
 July 22, 2015 rev 1  
 Page 3

**Insurance**

This quotation includes comprehensive insurance from *A-RATED ADMITTED* insurance carriers for *Commercial General Liability, Automobile Liability, Employer's Liability, and Workers' Compensation*. This insurance will remain in effect throughout the duration of this contract. No changes, additions, or amendments to the insurance coverage will be made, and no certificates of insurance will be issued after Intertek-ATI begins work on this project.

**THIS PROPOSAL CONSISTS OF THREE EQUALLY IMPORTANT ITEMS:**

- 1.) SCOPE OF SERVICES AS DESCRIBED IN THIS PROPOSAL;**
- 2.) PRICE AS INDICATED HEREIN; AND**
- 3.) TESTING AND EVALUATION TERMS AND CONDITIONS ATTACHED.**

**THESE TERMS AND CONDITIONS ARE THE ONLY TERMS UPON WHICH INTERTEK-ATI AGREES TO PROVIDE SERVICES AND SHALL PREVAIL OVER ANY TERMS PROPOSED OR SUBMITTED BY CUSTOMER AT ANY TIME. ANY PROVISIONS OR TERMS IN CUSTOMER'S PURCHASE ORDER, INSTRUCTIONS, NOMINATION OR OTHER DOCUMENTS ARE OBJECTED TO AND REJECTED, AND SHALL BE OF NO FORCE OR EFFECT.**

**Acceptance**

Please acknowledge acceptance of Intertek-ATI's Testing and Evaluation Terms and Conditions, attached hereto. Please note that all fees listed herein are only estimates of the final project costs. The final cost for this project will be reflected on the invoice(s) provided to Customer by Intertek-ATI.

To accept this proposal, please fill in the following information and return electronically to the attention of Lisa Gallin at [lgallin@archtest.com](mailto:lgallin@archtest.com).

As a duly authorized representative of and on behalf of Customer, I hereby acknowledge that I have read and understand this document including the fees, payment terms, and insurance. I hereby authorize Intertek-ATI to proceed with the work described in this proposal.

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Purchase Order Number



**Certificate of Insurance**

If a project specific certificate of insurance (per Intertek-ATI's Testing and Evaluation Terms and Conditions) is required, please complete the following:

**Certificate issued to Customer, address as holder**

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

**Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Additional Insured**

The following shall be named as an Additional Insured under the General Liability and Auto Liability policies to the extent it pertains to the scope of work performed under this agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Testing and Evaluation Terms and Conditions:

1.0 INTRODUCTION - These Terms and Conditions are incorporated into the proposal made and submitted to you by Architectural Testing, Inc., an Intertek Company ("Intertek-ATI"). The party executing this document ("Customer") indicates acceptance of this proposal as a contract between Customer and Intertek-ATI which governs the performance of the stated services and the rights and obligations of the parties and that Intertek-ATI may proceed with the work.

2.0 PROPOSAL TERM - Unless otherwise stated in the proposal, this offer shall remain valid until accepted, but in no event for a period longer than sixty days from the date of the proposal.

3.0 CUSTOMER INFORMATION - Customer represents that the information supplied by it or its agents to Intertek-ATI is accurate and complete and samples are representative, and Customer has informed Intertek-ATI concerning any dangerous or potentially dangerous characteristics of such samples which could cause injury during the performance of the work or in the transporting of such samples and Customer also acknowledges that Intertek-ATI is relying upon such information and samples or data in the preparation of this proposal without further verification by Intertek-ATI as to its accuracy or completeness. The Customer is responsible for informing Intertek-ATI in advance of any applicable import/export restrictions that may apply to the samples and/or services to be provided, including instances where products, information or technology may be exported to a country that is restricted or banned from such export. The Customer agrees to hold Intertek-ATI harmless and indemnify Intertek-ATI from any liability of whatever kind or nature, including but not limited to court costs and reasonable attorney's fees if information provided by the Customer is inaccurate or incomplete or samples are not representative. Intertek-ATI agrees that information received from the Customer shall remain the property of the Customer and will be returned to the Customer upon demand, except for that which is necessary as a basis for the Intertek-ATI Reports. Customer may designate in writing any information provided by Customer to Intertek-ATI as confidential and proprietary. If Customer has done so, Intertek-ATI will not release to third parties any such information without the prior written consent of the Customer or only in response to a proper court order or process. As to that information, Intertek-ATI may make and retain copies. Customer shall designate in writing to Intertek-ATI if it does not wish to have Intertek-ATI transmit any information, including test data and Reports, via electronic means.

### 4.0 PROPOSAL, PRICE AND SCHEDULE:

4.1 Intertek-ATI will work diligently to provide the services according to the costs and schedule stated in the referenced proposal. Customer recognizes and agrees that the proposal is a good faith estimate of the costs for the services to be provided and times of completion, but such estimate is not a guarantee of the total costs or time that may be involved in completing the proposal. Intertek-ATI will not exceed the authorized estimate of costs without written authorization of Customer. Samples will be shipped by Customer to Intertek-ATI prepaid and will be returned collect or disposed of at Customer's expense within thirty (30) days after testing is completed, unless alternative arrangements are made by Customer. Additional fees will be charged for unanticipated assembly or preparation of samples. Further testing and report revisions are subject to additional charges. Test services will not be initiated until satisfactory credit has been established with Intertek-ATI's accounting department.

4.2 Unless specifically identified in the proposal, Intertek-ATI's proposal does not include items such as drug/substance abuse screening or special project-specific site training. If a project requires anything in addition to the items specified in Intertek-ATI's proposal, Customer must notify Intertek-ATI, and Intertek-ATI will review the requested items for acceptance/amendment to the proposal. Customer agrees that Intertek-ATI shall have the right to collect from the Customer its reasonable expenses incurred in enforcing these terms and conditions.

5.0 INVOICING - Invoices will generally be issued upon project completion. In certain instances, interim invoices may be issued. Invoices are due and payable to Intertek-ATI at its offices by the due date shown on the invoice in conjunction with the terms listed in the pricing. If necessary, the Customer agrees to pay reasonable collection costs in the event of non-payment.

6.0 INSURANCE - Intertek-ATI declares that it maintains workers' compensation and employer's liability insurance on Intertek-ATI employees in a form and amount as required by applicable laws. This insurance does not cover any employees of Customer or third parties who may be involved with the work to be performed, whether on property of Intertek-ATI, Customer or third parties.

7.0 CANCELLATION / POSTPONEMENT - Intertek-ATI may charge a minimum fee of \$1,000 for cancellations or postponements that occur within three (3) business days of the confirmed service and/or testing date(s).

8.0 REPORTS - The Customer agrees to waive any claim against Intertek-ATI and defend, indemnify, and hold Intertek-ATI harmless from any and all causes of action, lawsuit, proceedings or claims, including legal fees and expenses incurred by Intertek-ATI, allegedly arising as a result of unauthorized use of Intertek-ATI's Reports. The term Reports includes all reports, laboratory test data, calculations, estimates, notes and other documents prepared by Intertek-ATI in the course of providing services to the Customer. All technical determinations of compliance arising from product, material or system evaluation shall not be considered final until issuance of a written report, reviewed and signed by an Intertek-ATI qualified Reviewer. All final decisions on product certification are made by the Certification Manager. Intertek-ATI retains any and all rights of ownership of Intertek-ATI's concepts, ideas, inventions, patents or copyrights used by Intertek-ATI in preparing Intertek-ATI's Reports and the provision of services to the Customer. Only the Customer is authorized to copy or distribute Intertek-ATI's Reports and then only in their entirety, and the Customer shall not use the Reports in a misleading manner. Customer further agrees and understands that reliance upon the Reports is limited to the representations made therein. Any use of the Intertek-ATI name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek-ATI. If Intertek-ATI becomes directly or indirectly involved in litigation as a result of misuse of its Reports, the Customer agrees to compensate Intertek-ATI for its fees and expenses, including legal costs, in accordance with Intertek-ATI's prevailing fee schedule and expense reimbursement policy.

## Testing and Evaluation Terms and Conditions:

9.0 LIMITED WARRANTY - Intertek-ATI warrants that if any of its completed services fail to conform to professional standard, Intertek-ATI will, at its own expense, perform corrective services of the type originally performed as may be reasonably required to correct such defects, of which Intertek-ATI is notified in writing within six months of the completion of services. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. Specific jurisdictions and regulatory authorities may require additional testing and evaluation for acceptance in specific applications. Intertek-ATI makes no representations regarding acceptance by a jurisdiction or a regulatory authority.

10.0 LIMITS OF LIABILITY - Intertek-ATI's liability is limited as follows:

10.1 The Customer agrees to limit Intertek-ATI's liability arising from Intertek-ATI's professional activity, errors, or omissions, such that the total aggregate liability of Intertek-ATI shall not exceed Intertek-ATI's total fee for the services rendered on the project in question, except in the case of a finding of gross negligence or willful misconduct on the part of Intertek-ATI by a court of competent jurisdiction.

10.2 Intertek-ATI shall be discharged from all liability to the Customer for all claims for loss, damage or expense unless a claim is made within three (3) months of the date at which the damage, defect or alleged non-performance became apparent to the Customer, and the process of law served no later than two (2) years from the provision of services by Intertek-ATI.

10.3 Intertek-ATI shall not be liable to the Customer for any consequential damages incurred by Customer due to the fault of Intertek-ATI, regardless of the nature of this fault, whether it was committed by Intertek-ATI, its employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

10.4 The Customer agrees to extend any and all limitations, indemnifications, and waivers provided by the Customer to Intertek-ATI to those individuals and organizations Intertek-ATI retains for proper execution of the work. These shall be deemed to include but are not necessarily limited to Intertek-ATI's officers and employees and their heirs and assigns, as well as Intertek-ATI's agents, subcontractors and their officers, employees, heirs and assigns.

10.5 Customer acknowledges that testing, including sample preparation and transportation, may damage or destroy Customer's product. Customer agrees to hold Intertek-ATI harmless from any and all responsibility for such alteration.

10.6 The Customer agrees Intertek-ATI shall not be responsible for any injuries to the Customer's representatives while attending to or observing testing at Intertek-ATI's facility. If testing takes place at the Customer's facility, Customer agrees that Intertek-ATI will not operate and shall not be responsible for any of Customer's equipment and that although Intertek-ATI agrees to abide by Customer's safety procedures, Intertek-ATI shall not be responsible for injury to any of Customer's personnel.

## 11.0 DISCIPLINE SPECIFIC TERMS

### 11.1 FIRE TESTING

- a. Customer shall notify Intertek-ATI prior to testing of any known hazardous or toxic compounds in the products supplied for testing.
- b. Intertek-ATI will perform the testing for the duration specified by the standard unless it is determined by Intertek-ATI that unsafe, environmentally-detrimental, or otherwise dangerous conditions have been reached, at which time the test will be terminated.
- c. If the testing of Customer's product causes damage to Intertek-ATI's equipment, property, or employees due to the nondisclosure of hazardous, toxic, or otherwise dangerous compounds, the Customer shall be liable for all costs associated with such damages.
- d. Hazardous materials, such as sealant primer, which are not fully consumed during the course of the project and which are not otherwise able to be utilized or recycled must be removed from the premises at the completion of testing. A hazardous waste disposal fee will be assessed to Customer for such hazardous materials that are found on site immediately prior to mock-up demolition.

### 11.2 FIELD TESTING

- a. Union Labor: Intertek-ATI is a professional services organization similar to a special inspector. The quoted fee represents Intertek-ATI's estimated costs unencumbered by organized union labor restrictions. Any restrictions encountered on site impacting Intertek-ATI's ability to work will result in additional fees.

12.0 GOVERNING LAW - This proposal, and any work performed pursuant to this proposal, shall be governed by the laws of the jurisdiction within which the Intertek-ATI facility making the proposal is located. Any action brought hereon shall be venued in said jurisdiction.

13.0 SEVERABILITY - Any provision of this proposal that may be held invalid, void or unenforceable for any reason, shall not affect any other term or condition of this proposal, and such term or condition shall be replaced or interpreted to accomplish the intent of the parties.

14.0 MODIFICATIONS - No modification, waiver or amendment of any of these terms and conditions, including any assignment of Customer's rights and responsibilities hereunder, shall be binding upon Intertek-ATI unless agreed to in a writing signed by an agent of Intertek-ATI.

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

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

\_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.

\_\_\_\_\_ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

\_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date:

\_\_\_\_\_

Name of Consultant or Company:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 12<sup>th</sup> day of April 2016 for the purposes of submission of this Agreement.

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

\_\_\_\_\_ Lisa Gallin  
Typed or Printed Name

\_\_\_\_\_ Project Coordinator  
Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/19/2016

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).

<b>PRODUCER</b> Marsh USA Inc. 500 Dallas St, Suite 1500 Houston, TX 77002 Attn: Houston.Certs@Marsh.com  905863-ATI-GAWXE-15-16	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Zurich American Insurance Company		16535
<b>INSURER B :</b> The Insurance Company of The State of Pennsylvania		19429
<b>INSURER C :</b> N/A		N/A
<b>INSURER D :</b> New Hampshire Insurance Company		23841
<b>INSURER E :</b> N/A		N/A
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** HOU-002746652-01                      **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GL05415693-02	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA0948356 (AOS) CA0948357 (MA)	10/01/2015 10/01/2015	10/01/2016 10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N    N/A	WC084150117 (AOS) WC084150116 (CA) WC084150120 (MA, WI) WC084150114 (FL)	10/01/2015 10/01/2015 10/01/2015 10/01/2015	10/01/2016 10/01/2016 10/01/2016 10/01/2016	<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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Lincoln Elementary School, Oakland, CA; ATI job# E9873.01

The District and the State and their representatives, employees, trustees, officers, and volunteers is/are named as Additional Insured (except as respects all coverage afforded by the Workers' Compensation policy) where required by written contract, but only for liability arising out of the operations of the Named Insured. This insurance (except Workers' Compensation and Professional Liability) is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Juanita White 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  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 of Marsh USA Inc.  John Shahidi
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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Architectural Testing, Inc. 4 Rancho Circle Lake Forest, CA 92630	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation Continued:  
 Policy #: WC084150115 ( IL, KY, NC, NH, UT)  
 Carrier: New Hampshire Insurance Company  
 Effective Dates: 10/01/2015 - 10/01/2016

Policy #: WC084150118 (NJ, PA)  
 Carrier: New Hampshire Insurance Company  
 Effective Dates: 10/01/2015 - 10/01/2016

Policy #: WC084150119 (AK, AZ, GA, VA)  
 Carrier: New Hampshire Insurance Company  
 Effective Dates: 10/01/2015 - 10/01/2016

Policy #: WC084150121 (ME)  
 Carrier: New Hampshire Insurance Company  
 Effective Dates: 10/01/2015 - 10/01/2016

Professional Liability:  
 Policy #: IPR4359120-06  
 Carrier: Zurich American Insurance Company - NAIC #16535  
 Effective Dates: 10/01/2015 to 10/1/2016  
 Limit: \$4,650,150 Each Claim/Aggregate  
 SIR: \$50,000 Each Claim (Applies to Architectural Testing, Inc. only)

Named Insured Includes:  
 Testing Holdings USA, Inc.  
 Intertek USA, Inc.  
 dba Intertek Caleb Brett  
 dba Caleb Brett USA, Inc.  
 dba Intertek PARC  
 dba Intertek KCS - Kelly Completion Services  
 dba Intertek LMS  
 dba Louisiana Meter Services  
 dba Intertek Louisiana Grain Services  
 dba Intertek Automotive Research  
 dba Lincoln Park Test Laboratory  
 dba Intertek Carnot Emission Services  
 dba Commercial Microbiology, Inc.  
 dba Intertek PTLI  
 dba Alta Analytical Laboratory  
 dba Inchcape Testing Services/Caleb Brett  
 dba QTI  
 dba Quantitative Technologies  
 dba Intertek QTI  
 dba Intertek Pilot Plant Services  
 dba Intertek Westport Technology Center  
 dba V.I.P. Cargo Surveys



ZURICH

# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5415693-02	10/01/2015	10/01/2016	10/01/2015	14012000	n/a	n/a

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

**Named Insured:** Testing Holdings USA, Inc

**Address (including ZIP Code):**

2 Riverway, Suite 500,  
Houston, TX 77056

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

**B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Section I – **Coverage B – Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

**C.** However, regardless of the provisions of Paragraphs **A.** and **B.** above:

1. We will not extend any insurance coverage to any additional insured person or organization:
  - a. That is not provided to you in this policy; or
  - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
  - a. The Limits of Insurance provided to you in this policy; or
  - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

**D.** The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.
- E.** The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:
- The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
  2. We receive written notice of a claim or "suit" as soon as practicable; and
  3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F.** For the coverage provided by this endorsement:
1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:  
  
This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
  2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:  
  
This insurance is excess over:  
  
Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

Ledger: GL General Ledger

FUND	Med. Description	Long Description	Director	Flags 1-10
01	GENERAL FUND	GENERAL FUND		
03	ROC/ROP	ROC/ROP		
09	CHARTER SCHOOL	CHARTER SCHOOL FUND		
1	UNDEFINED	UNDEFINED		
11	ADULT ED FUND	ADULT EDUCATION FUND		
12	CHILD DEV FUND	CHILD DEVELOPMENT FUND		
13	CAFETERIA FUND	CAFETERIA FUND		
14	DEFERRED MAINT	DEFERRED MAINTENANCE FUND		
15	PUPIL TRANSPORT	PUPIL TRANSPORTATION EQMT FUND		
16	FOREST RSRV FUND	FOREST RESERVE FUND		
17	SPEC RSRV NONCAP	SPECIAL RESERVE NON CAPITAL		
18	SCH BUS EMISSION	SCHOOL BUS EMISSION REDUCTION		
21	BUILDING FUND	BUILDING FUND		
25	CAP FACILITIES	CAPITAL FACILITIES FUND		
30	STA SCH BLDG FD	STATE SCHOOL BUILDING FUND		
35	CO SCH FACILITY	COUNTY SCHOOL FACILITIES FUND		
40	SPC RSRV CAPITAL	SPECIAL RESERVE CAPITAL PROJ		
51	B.I.& R. FUND	BOND INTEREST & REDEMPTION		
53	TAX OVERRIDE FD	TAX OVERRIDE FUND		
56	DEBT SERVICE FD	DEBT SERVICE FUND		
61	CAFE ENTERPRISE	CAFETERIA ENTERPRISE FUND		
63	OTHER ENTERPRISE	OTHER ENTERPRISE FUND		
66	WAREHOUSE REVOLV	WAREHOUSE REVOLVING FUND		
67	SELF INSURANCE	SELF INSURANCE FUND		
71	RETIREE BENEFITS	RETIREE BENEFITS FUND		
72	ARTICLE XIII-B	ARTICLE XIII-B FUND		
73	FOUNDATION TRUST	FOUNDATION TRUST FUND		
76	WARRANT PASSTHRU	WARRANT PASSTHROUGH		
95	STUDENT BODY	STUDENT BODY FUND		
96	GEN FIXED ASSETS	GEN FIXED ASSETS ACCOUNT GROUP		
97	GEN LONGTERMDEBT	GEN LONG-TERM DEBT ACCT GROUP		
97012102	UNDEFINED	UNDEFINED		



## INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
<b>Project Name</b>	Lincoln Elementary School Water Intrusion	<b>Site</b>	301
Basic Directions			
<b>Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.</b>			
<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
<b>Contractor Name</b>	Architectural Testing, Inc.	<b>Agency's Contact</b>	Frank Wabiszewski, Jr.				
<b>OUSD Vendor ID #</b>	V062697	<b>Title</b>	Director				
<b>Street Address</b>	4 Rancho Circle	<b>City</b>	Lake Forest	<b>State</b>	CA	<b>Zip</b>	92630
<b>Telephone</b>	949-460-9600	<b>Policy Expires</b>	10-1-16				
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	N/A						

Term			
<b>Date Work Will Begin</b>	Upon Board Approval	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-31-2016

Compensation			
<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$5,500.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
0111	Fund 67, Self Insurance Fund	9879056805	5826	<b>\$5,500.00</b>

Approval and Routing (in order of approval steps)					
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>					
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b> <i>Risk Manager</i>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>			
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>	5-11-16		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>			
4.	<b>Senior Business Officer</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>			