

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-0111
Introduction Date	2-11-2015
Enactment Number	15-0176
Enactment Date	2/11/15



# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Mia Settles-Tidwell, Chief Operations Officer  
 Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** February 11, 2015

**Subject** Independent Consultant Agreement for Geotechnical Services - Geosphere Consultants, Inc. - Foster Elementary School Central Commissary Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Geotechnical Services with Geosphere Consultants, Inc. for Geotechnical Services on behalf of the District at the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$26,600.00. The term of this Agreement shall commence on February 11, 2015 and shall conclude no later than December 30, 2015.

**Background** All school projects are required to geological testing at the site prior to construction.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for

all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Geotechnical Services with Geosphere Consultants, Inc. for Geotechnical Services on behalf of the District at the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$26,600.00. The term of this Agreement shall commence on February 11, 2015 and shall conclude no later than December 30, 2015.

**Fiscal Impact**

Measure J

**Attachments**

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
(Geotechnical Testing Services)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **3rd day of December, 2014** by and between the **Oakland Unified School District** ("District") and **Geosphere Consultants, Inc.** ("Consultant"), (individually a "Party" or collectively the "Parties").

**WHEREAS**, The District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of professional engineering services and geotechnical testing services.

**1.1.** The Services shall be performed on the following project(s) / site(s) ("Project") **Foster Elementary School Central Commissary:**

- Preliminary Field Activities
- Field Exploration
- Laboratory Testing
- Geology and Geologic Hazards Study
- Report Preparation
- CGS Permit Application and Processing (Optional)

1.2. The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately on a proportionate basis based on the level and scope of Services completed for each site.

2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following:

**From February 11, 2015 to December 31, 2015.**

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

- Signed Agreement
- Workers' Compensation Certification
- Debarment Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Twenty-six thousand, six hundred dollars and no cents (\$26,600.00)** District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant 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.
  - 4.2. Consultant shall prepare a separate invoice for each site, if Consultant performs Services at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
  - 5.1. NA
6. **Independent Contractor.** 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, 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's Work, District being interested only in the results obtained.
7. **Local, Small Local And Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Consultant shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

In light of the fifty percent (50%) L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
8. **Designated Representatives / Labor Compliance Program.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If Consultant employs subcontractor(s), Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.
9. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

Agreement, except as follows:

10. NA

11. **Performance of Services.**

11.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

11.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

11.3. **District Approval.** Work completed pursuant to this Agreement must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

11.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

12. **Originality of Services.** Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

13. **Copyright/Trademark/Patent.** Consultant 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. **Audit.**

14.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by

the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

## 15. Termination.

- 15.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 15.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 15.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 15.3.1. material violation of this Agreement by the Consultant; or
  - 15.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 shall cease, 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 this termination, the District may secure the Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant 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 negligence, recklessness, errors or omissions, or willful misconduct of Consultant, 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, including without limitation the payment of all consequential damages.

**17. Insurance.**

17.1. The Consultant 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.

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

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

**17.1.2. 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 Consultant 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.

**17.1.3. Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant'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	\$ 2,000,000
General Aggregate	
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

17.2.1. 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."

17.2.2. 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.

- 17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 17.3. **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.
18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law.
19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
20. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement, including without limitation all licenses required to perform professional engineering services and geotechnical testing services.
22. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.
23. **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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
24. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation



Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

25. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
26. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
27. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **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.
29. **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, Consultant shall neither rescind the Agreement nor stop Work.
30. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
31. **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:

**If to District:**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**If to Contractor:**

Geosphere Consultants, Inc.  
534-23<sup>rd</sup> Avenue  
Oakland, CA 94606

ATTN: Tadasha Nakadegawa  
Telephone: (510) 5357038\_

Attention: Cory Dare  
Telephone: (510) 434-3037

**With a copy to:**

Orbach Huff Suarez & Henderson LLP  
1901 Harrison Street, Suite 1630  
Oakland, CA 984612  
Attention: Catherine G. Boskoff  
Telephone: (510) 999-7908

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.

**32.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.

**33.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 administrative offices are located.

**34.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.

**35.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.

**36.Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**37.Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**38.Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**39.Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

**40.Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been

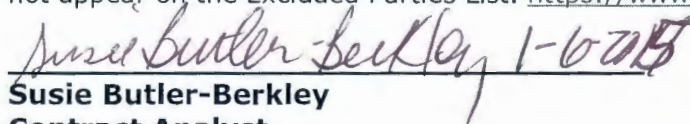
properly authority and empowered to enter into this Agreement.

**41.Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**42.Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

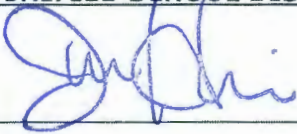
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

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>

  
**Susie Butler-Berkley**  
**Contract Analyst**

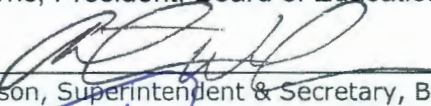
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**OAKLAND UNIFIED SCHOOL DISTRICT**



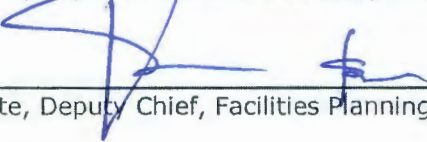
James Harris, President, Board of Education

2/12/15  
Date



Antwan Wilson, Superintendent & Secretary, Board of Education

2/12/15  
Date



Timothy White, Deputy Chief, Facilities Planning and Management

1/16/15  
Date

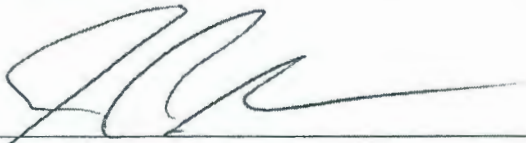
**APPROVED AS TO FORM:**



OUSD Facilities Legal Counsel

1-16-15  
Date

**CONSULTANT**



Title  
Geosphere Consultants, Inc.  
Eric J. Swenson, President

12/08/2014  
Date

File ID Number: 15-0111  
Introduction Date: 2/11/15  
Enactment Number: 15-0176  
Enactment Date: 2/11/15  
By: ES

**Information regarding Consultant:**

Consultant: Geosphere Consultants, Inc.

License No.: 28045542

Address: 2001 Crow Canyon Road, #210  
San Ramon, CA 94583

Telephone: (925) 314-7180

Facsimile: N/A

E-Mail: ejs@geosphereinc.net

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: \_\_\_\_\_

FEIN #26 1365484 :  
Employer Identification and/or Social  
Security Number

**NOTE: Title 26, Code of Federal 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.**

**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 Agreement.

Date:

December 8, 2014

Name of Consultant or Company:

Geosphere Consultants, Inc.

Signature:

Print Name and Title:

Eric J. Swenson, President

(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 Agreement.)

**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 Professional 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: \_\_\_\_\_

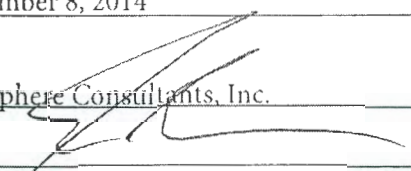
**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**[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: December 8, 2014

Name of Consultant or Company: Geosphere Consultants, Inc.

Signature: 

Print Name and Title: Eric J. Swenson, President



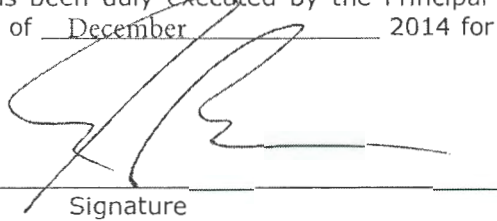
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither Geosphere Consultants, Inc. [Type name of Consultant] 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 Consultant 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 Consultant on the 8th day of December 2014 for the purposes of submission of this Agreement.

By:



Signature

Eric J. Swenson

Typed or Printed Name

President

Title

## **EXHIBIT "A"**

### **GEOTECHNICAL TESTING**

#### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

#### **THE REQUIRED SCOPE OF SERVICES MUST BE REVIEWED AND APPROVED BY THE DISTRICT.**

Extra services not specifically included in our proposal, and generally not included because such items are likely not needed for the project, include:

1. Design of asphalt concrete paving sections (no new paving in the project)
2. Field percolation tests at new planters and parking lots
3. Design recommendations for tieback anchors and piles

Construction services as follows:

1. Testing of asphalt concrete placement
2. Special inspection services, including concrete, steel reinforcement, welding.
3. Risk assessments per CCR Title 5
4. Railroad risk studies
5. Pipeline/Water Storage Tank risk studies
6. Electromagnetic field management plans
7. Hazardous waste site investigations
8. Air emissions assessments
9. Groundwater and soil vapor extraction and remediation systems

Consultant shall present drafts and final reports for action/information by the District's Board of Education.

**Exhibit "B"**  
**Prices for Services**



Geosphere Consultants, Inc.

AN ETS COMPANY

Geotechnical Engineering • Engineering Geology  
Environmental Management • Water Resources

November 13, 2014

Revised November 24, 2014

Oakland Unified School District  
955 High Street  
Oakland, California 94601

Attention: Mr. Colland Jang, Design Manager

**Subject:** *Proposal for Geotechnical Engineering Study and Geologic Hazards Report  
Cole Elementary School Site Program for Exceptional Children (PEC) Portables  
1011 Union Street, Oakland, California 94607  
Geosphere Proposal No. 91-03424-A, B and C*

Dear Mr. Jang:

**Geosphere Consultants, Inc. (Geosphere)**, the geotechnical division of **Consolidated Engineering Laboratories**, has prepared this proposal at your request to provide geotechnical services for the proposed new portables for the Program for Exceptional Children (PEC) at Cole Elementary School in Oakland, California. This proposal is based on project details provided by you. We are also offering as an option to conduct environmental contaminant testing of the near-surface soil samples.

We understand that the District proposes to construct two new portables at Cole Elementary School for student and teacher use. The portables will each measure about 24 by 40 feet, with access from a new ramp, steps and landing between the buildings. The buildings will be constructed on the north side of an existing classroom building within an existing paved parking lot adjacent to Poplar Street on the west. No significant new paving is anticipated.

#### **A - GEOTECHNICAL ENGINEERING/ GEOLOGY & GEOLOGIC HAZARDS STUDY**

The Geotechnical Field Study will meet Title 24 requirements, including the most recent Note 48 requirements of the California Geological Survey (CGS), as enforced by the Division of the State Architect (DSA). These requirements include drilling a minimum of two borings representing each structure and at least one boring for every 5,000 sf of building footprint. Based on satisfying the CGS requirements, the portables are close enough in proximity and are of a size that we believe two borings will be sufficient for the project. In addition, since the school site is located within a State of California Seismic Hazard Zone for required liquefaction hazard evaluation, one of the borings will be drilled to a depth of 50 feet. The project site was not found to be located within an Aquist-Priolo Earthquake Fault zone. As an option, we can perform a limited assessment of the near surface soils for potential contaminants. The services to be provided for our study include the following:

#### Preliminary Field Activities

- 1) Review available geotechnical and geologic literature for the site.
- 2) Coordinate access with District personnel.
- 3) Meet with school and District personnel at the site.
- 4) Mark the locations of the subsurface explorations at the site and contact Underground Service Alert.
- 5) Utilize an underground utility locating subcontractor to better define the location of existing buried utilities.
- 6) Obtain an Alameda County Public Works Agency drilling permit.



- 7) Perform a geologic site reconnaissance by a California-registered Certified Engineering Geologist (CEG).

#### Field Exploration

- 1) The field exploration program will consist of drilling two borings at the site. Boring depths will be 30 and 50 feet.
- 2) Sampling will occur in roughly five-foot intervals in the borings, with more frequent sampling within the uppermost 10 to 12 feet. The soil will be sampled with a Modified California sampler fitted with six-inch long inner brass liners or a Standard Penetration Test (SPT) split spoon sampler. The relatively undisturbed liner samples will be sealed and the SPT samples will be placed in plastic bags. The samplers will be driven 18 inches with a 140-pound hammer with an approximate 30-inch drop. Blowcounts for the last foot will be logged as the penetration resistance. The blowcounts from the SPT sampler will be utilized to determine subsurface soil characteristics for correlation with USCS soil types. Bulk soil samples may be obtained from the upper few feet of auger cuttings in the borings.
- 3) OPTIONAL - During the sampling, we will also obtain samples representative of the upper five-feet of soil within the possible construction area. We will obtain from the borings or close proximity a composited sample from a depth of one to two feet and a composited sample from three to five feet. These samples will be tested for potential contamination as detailed in our laboratory testing section. The intent of this testing is to screen soils which may be off-hauled during construction. This scope of work is not an all-encompassing study of potential contaminants nor is it a study of groundwater in the area. If there is a known concern regarding contamination, we should be advised so we can make any needed changes to this scope of work.
- 4) The borings will be backfilled with cement grout under the supervision of an Alameda County Inspector. Excess drill cuttings will be stored in 55-gallon drums and subsequently off hauled from the site.

#### Laboratory Testing

- 1) Several in-situ moisture and density tests will be performed on selected brass tube liner samples.
- 2) Up to three Sieve Analysis tests will be performed to help determine subsurface soil characteristics and help evaluate liquefaction susceptibility, if applicable.
- 3) One to two Unconfined Compression tests or Direct Shear tests will be performed to measure soil strength parameters.
- 4) One or two Atterberg Limits tests will be performed to measure the plasticity and expansive potential of the near surface soil, assuming cohesive materials are encountered.
- 5) One set of Corrosion tests will be performed as required by the 2013 California Building Code (CBC) to help evaluate the corrosive potential of the subsurface soils on buried concrete and metal structures.
- 6) OPTIONAL - The two composited samples will be sealed, labeled and stored on ice. The samples will be transported to a California Licensed Analytical Laboratory and proper Chain-of-Custody procedures will be followed. The soil samples will be tested for the presence of CAM 17 Metals (EPA 6010B), TPH gasoline with BTEX and MTBE (EPA 8260), TPH diesel and motor oil (EPA 8015), PCBs and Pesticides (EPA 8081 and 8082), Volatile Organic Compounds (EPA 8260), Semi-Volatile Organic Compounds (EPA 8270). The standard turnaround time for testing is five days upon receipt of the samples.

#### Geology and Geologic Hazards Study

In accordance with the requirements of Title 24 and the 2013 CBC, a Geologic Hazards Study is also required. This is dictated by Note 48 of the California Geologic Survey. The Geology and Geologic Hazards Study would include site plans, geology maps, soil series maps, geologic cross-sections, a fault map, a liquefaction susceptibility map, and a flood map. A California-registered Certified Engineering Geologist will perform a site reconnaissance of the property. Pertinent geologic maps, literature, and aerial photographs will also be reviewed. The local and regional geology and



geologic hazards will be discussed. Based on our understanding of the size and type of the buildings, the anticipated subsurface materials, and distance from the nearest active fault (Hayward), we do not anticipate that a site-specific ground motion response analysis will be required for this project, except if excessive potential liquefaction settlements (liquefaction settlement significantly exceeding one inch) are found to exist and CBC requirements as a result dictate, or the structural engineer requests that a site-specific response analysis be performed.

#### Report Preparation

- 1) A Geotechnical Engineering/ Geologic Hazards Study report will be prepared and will contain the aforementioned Geology and Geologic Hazards Study, plus a site plan showing boring locations, boring logs, subsurface cross-sections, and a summary of the site soil and groundwater conditions. 2013 CBC seismic design parameters, a preliminary corrosion evaluation, and other pertinent information will be provided. A liquefaction analysis will be conducted if liquefaction-susceptible subsurface materials are encountered.
- 2) Geotechnical recommendations will be provided for:
  - Site clearing, preparation, grading, and drainage;
  - Recommended or allowable fill materials;
  - Foundations, including allowable bearing capacities, dimensions and embedment;
  - Interior floor slabs (if appropriate) and slabs-on-grade;
  - Exterior concrete hardscape; and
  - Underground utility trench backfilling.
- 3) OPTIONAL – If environmental testing option is selected, the analytical testing results will be presented in a separate letter with a comparison to Environmental Screening Levels developed by the San Francisco Regional Water Quality Control Board. Waste profiling or other environmental consulting services are not included in this proposal.

#### **B – CGS PERMIT APPLICATION AND PROCESSING (OPTIONAL)**

We can assist in the processing of CGS report review and clearance. Phase B would consist of the following scope of work:

- Prepare and submit the new CGS application form for your project, including the required \$3,600 plan check fee.
- Submit the required hard copies of the Geotechnical Engineering and Geologic Hazards Report along with plans provided by you as appropriate.
- Prepare one response letter if required by CGS.

#### **C - CONSULTATION DURING DESIGN (OPTIONAL)**

Consultation during design may be required to provide information to other engineers or architects. This consultation is typically minor and may consist of supplemental geotechnical recommendations for specific project elements not identified by the project team at the time the geotechnical study was performed; ideas for value engineering from a geotechnical engineering standpoint; or plan review services and letter preparation by a Principal Engineer or Geologist, or other engineering staff.

#### **Schedule**

The field exploration program is anticipated to take between one half to one day of drilling and the base estimate above is based on the assumption that the drilling can take place on a weekday. We would coordinate with District personnel so that disruption to daily site operations, if any, would be minimized. Laboratory testing will take approximately one to two weeks to complete following the fieldwork.



The report can be issued within about four weeks after the drilling is completed. If needed, prior to completion of the report, specific design recommendations can be transmitted to the project design consultants. Adjustments to our schedule are possible if needed to meet the overall project schedule.

If this proposal is acceptable, we anticipate you would provide us your District authorization/contract to perform our services. We greatly appreciate the opportunity to provide this proposal to the Oakland Unified School District.

If you have any questions regarding this proposal, please contact Mr. Dare at [cdare@geosphereinc.net](mailto:cdare@geosphereinc.net) or 925-580-7343.

Sincerely,

**GEOSPHERE CONSULTANTS, INC.**

Corey T. Dare, PE, GE  
Principal Geotechnical Engineer

Eric J. Swenson, PG, GE, CEG  
President and Principal Engineering Geologist

Attachments: Summary of Fees  
Fee Schedule

Distribution: PDF to Addressee (510/ 535-7054); [Colland.Jang@ousd.k12.ca.us](mailto:Colland.Jang@ousd.k12.ca.us)

CTD/EJS: pmf



**Summary of Fees**

The following table provides our estimated breakdown of the fees for this project:

Scope Item	Amount	Fee Basis
<b><i>Phase A - Geotechnical Engineering Study and Geologic Hazards Report</i></b>		
Pre-Field Office Permitting and Coordination	\$ 700.00	Lump Sum
Alameda County Public Works Agency Permit/Inspection	\$ 300.00	Lump Sum
Utility Location-USA (Engineer) and Private Locating Contractor	\$ 900.00	Lump Sum
Drilling with Engineer; Off Site Soil Disposal	\$ 4,200.00	Lump Sum
Lab Testing	\$ 1,200.00	Lump Sum
Engineering Analysis & Geologic Hazard Evaluation	\$ 1,200.00	Lump Sum
Report Preparation	\$ 1,300.00	Lump Sum
<b>Total – Required Geologic Study and Geotechnical Report (Base)</b>	<b>\$ 9,800.00</b>	Lump Sum
Option 1: Analytical Sampling & Testing w/ Report (Std turnaround)	\$ 1,800.00	Lump Sum
<b>Total (Both Base and Option 1):</b>	<b>\$11,600.00</b>	Lump Sum
<b>Phase B – CGS Permit Application and Processing (Optional):</b>	<b>\$ 4,500.00</b>	Lump Sum

Optional Phase C services (i.e., response to CGS comments and consultation fees during the design of the project) are not included in our aforementioned cost budget, and would be provided on a Time and Materials basis. Assuming that a site-specific response analysis is not required for the project by either CGS or the project structural engineer, we suggest an initial budget of **\$1,000.00** be allocated for Phase C services. A site-specific ground motion response analysis would cost \$4,000, and is not included in the aforementioned budget. Construction-phase services are dependent on the project’s final design as well as the construction schedule and can be provided for a budget to be determined and authorized prior to the start of construction.





**FEE SCHEDULE**

**PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

Effective: Through December 31, 2014

Task Code	PERSONNEL	UNIT RATE	UNIT
X1401/X2000	Principal Engineer/Geologist	\$ 200.00	hour
X1500/X2100	Senior Engineer/Geologist	\$ 170.00	hour
X1600/X2200	Project Engineer/Geologist	\$ 150.00	hour
X1700/X2300	Staff Engineer/Geologist	\$ 130.00	hour
X1900/X2500	Assistant Engineer	\$ 95.00	hour
X3200	Technician Supervisor	\$ 90.00	hour
X3300	Field Technician	\$ 85.00	hour
X2900	Laboratory Technician	\$ 70.00	hour
X3000	Assistant Technician/Inspector	\$ 70.00	hour
X3600	Administrative	\$ 65.00	hour
	Drafting	\$ 80.00	hour
	Depositions, minimum 4 hours	\$ 300.00	hour
	Expert Witness, minimum 4 hours	\$ 400.00	hour
	Nuclear Gauge	\$ 5.00	hour
	Vehicle	\$ 5.00	hour
SOIL AND BASE MATERIALS		UNIT RATE*	UNIT
<b>Moisture and Density Relationships</b>			
02019	Compaction, Standard Proctor, ASTM D698	\$ 265.00	each
02018	Compaction, Modified Proctor, ASTM D1557	\$ 300.00	each
02016	Compaction, Checkpoint, ASTM D1557	\$ 150.00	each
02014/02015	Compaction, California Impact, CT216	\$ 300.00	each
02046/02093	Moisture/Density, Sample Tubes, ASTM D2216/D2937	\$ 30.00	each
02088	Moisture Content, Bulk Sample, ASTM D2216	\$ 20.00	each
<b>Particle Size Analysis</b>			
02074	Dry Sieve to #200, ASTM D422/CT117	\$ 180.00	each
	Dry Sieve Analysis/Hydrometer, ASTM D422	\$ 268.00	each
	Hydrometer, ASTM D422	\$ 168.00	each
02076	Wet Sieve Analysis to #200, ASTM D1140	\$ 65.00	each
02075	Sieve Analysis, Bulk Sample Gradation, ASTM C136/CT202	\$ 180.00	each
<b>Soil Characteristics</b>			
02040	Atterberg Limits (Plasticity Index), ASTM D4318 / CT204	\$ 220.00	each
02077	Soil Classification, ASTM D2487	\$ 350.00	each
02081	Specific Gravity, D854	\$ 110.00	each
02058	Permeability of Granular Soils (Constant Head) ASTM D2434	\$ 350.00	each
02060	Permeability, Flexible Wall, Cohesive Soil, ASTM D5084	Quotation upon request	
02061	Permeability, Rigid Piston Driven, Cohesive Soil, ASTM 5856	Quotation upon request	
<b>Volume Change</b>			
02047	Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	\$ 400.00	each
02048	Consolidation, Method A Constant Load, per load increment, ASTM D2435	\$ 60.00	each
02049	Consolidation, Method B Timed per load increment, ASTM D2435	\$ 500.00	each
02051	Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Methods A and B	\$ 300.00	each
02052	Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C	\$ 300.00	each
02013	Collapse Potential, ASTM D5333	\$ 180.00	each
02037	Expansion Index Test (UBC 29-2)	\$ 300.00	each
02050	Expansion, Shrinkage, and Uplift Pressure, ASTM D3877	\$ 400.00	each



**FEE SCHEDULE**

**PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

**Effective: Through December 31, 2014**

**Soil Strength**

02027	Direct Shear, 3 points, Unconsolidated-Undrained, Q-test. ASTM D3080	\$	350.00	each
02031	Direct Shear, additional points, Unconsolidated-Undrained, Q-test	\$	100.00	each
02028	Direct Shear, 3 points, Consolidated-Undrained, R-Test	\$	600.00	each
02029	Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	\$	1,000.00	each
02030	Direct Shear, 3 points, Residual, ASTM D6467	\$	800.00	each
02034	Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	\$	350.00	each
02083	Unconfined Compressive Strength, ASTM D2166	\$	120.00	each
02084	Unconfined Compressive Strength (lime or cement treated), CT373	\$	400.00	each
	Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	\$	180.00	each
02003/02004	Triaxial			Quotation upon request

**Subgrade Soil and Base/rock**

02006	California Bearing Ratio, 1 point, ASTM D1883	\$	200.00	each
02007	California Bearing Ratio, 3 points (specified moisture), ASTM D1883	\$	600.00	each
02008	California Bearing Ratio, 3 points (96 hour soak), ASTM D1883	\$	400.00	each
02065/02068	"R" Value (no additives), ASTM D2844 / CT301	\$	300.00	each
02067	"R" Value (lime, cement, other additives) CT301	\$	360.00	each
02010	Compression, Cement Treated Base (Including Preparation), Cal 312	\$	170.00	each
02071/02072	Sand Equivalent, ASTM D2419 / CT217	\$	195.00	each
02214	Durability, ASTM D3744	\$	120.00	each

**Corrosivity**

02024	Corrosivity, Water Soluble Sulfate, ASTM D4327	\$	100.00	each
02062	pH, ASTM 4972	\$	40.00	each
02069/02070	Lab Resistivity	\$	90.00	each
02022	Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	\$	300.00	each
02023	Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	\$	300.00	each

**AGGREGATES**

**Sieve Analysis**

			<b>UNIT RATE*</b>	<b>UNIT</b>
02074	Bulk Sample Gradation (coarse or fine), ASTM C 136	\$	160.00	each
02238	Material Finer than #200 Sieve, ASTM C 117	\$	70.00	each
02075	Bulk Sample Gradation, Cal 202	\$	180.00	each
02240	Specific Gravity (coarse), ASTM C 127/Cal 206	\$	90.00	each
02241	Specific Gravity (fine), ASTM C 128/Cal 207	\$	110.00	each
02205	Absorption, Sand or Gravel, ASTM C 127/ASTM C 140	\$	80.00	each

**AGGREGATES (continued)**

			<b>UNIT RATE*</b>	<b>UNIT</b>
02226	Organic Impurities in Concrete Sand, ASTM C 88 or ASTM C40	\$	75.00	each
02200/02204	L.A. Rattler, ASTM C 131 or C 535/Cal 211	\$	300.00	each
02244	Sulfate Soundness (per sieve), ASTM C 88	\$	140.00	each
02248	Unit Weight of Aggregates, ASTM C 29	\$	85.00	each
07009	Hardness, ASTM D 1865	\$	120.00	each
02212	Crushed Particles, Cal 205	\$	160.00	each
02012	Cleanness Value, Cal 227 or Cal 217	\$	120.00	each
02214/02215	Durability ASTM D 3744/Cal 229	\$	120.00	each
02224	Moisture Content of Aggregate ASTM C 29	\$	70.00	each



**FEE SCHEDULE**

**PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

Effective: Through December 31, 2014

<b>ASPHALTIC CEMENT</b>		<b>UNIT RATE*</b>	<b>UNIT</b>
02374	Penetration of Bituminous Materials at 77°F, ASTM D6/AASHTO T10	\$ 71.00	each
02375	Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$ 105.00	each
02360	Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$ 170.00	each
02300	Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201/ASTM D2171	\$ 170.00	each
02360	Viscosity (Asphalt Institute Method) Kinematic ASTM D2170	\$ 170.00	each
02380	Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$ 180.00	each
02338	Residue by Evaporation, ASTM D244/AASHTO T59	\$ 95.00	each
	Extraction and Recovery, ASTM D2172/ASTM D 1856	\$ 646.00	each
<b>MISCELLANEOUS GEOTECHNICAL CHARGES</b>		<b>UNIT RATE</b>	<b>UNIT</b>
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)			Cost + 15%
<b>BASIS OF CHARGES</b>		<b>UNIT RATE</b>	<b>UNIT</b>
	Work Over 8 Hours per Day, or on Saturday		Time and One-Half Double Time
	Work Over 12 Hours		Double Time
	Work on Sundays/Holidays		Double Time
	Swing or Graveyard Shift Premium	\$ 8.00	hour
	Work from 0 to 4 Hours (technician services only)		4-hour Minimum Billing
	Work from 4 to 8 Hours (technician services only)		8-hour Minimum Billing
SU	Show-Up Time		2-hour Minimum Billing
21022	Sample Pick-Up	\$ 80.00	hour
21033	Trip Charge	\$ 80.00	trip
	Laboratory Testing - Rush Fee		Add 50% to Testing Cost
	Reimbursables		Cost + 15%
	QA/QC Plan Written Procedures		Quotation on Request
	Travel Time (Portal to Portal)		Basic Hourly Rate
	Mileage	\$ 0.55	mile
	Per-diem, Including Lodging	\$ 84.00	day

The rates herein will be in effect through December 31, 2014. Thereafter, the unit rates are subject to an increase of five percent (5%) per year to mitigate the annual operating cost increases.



# CERTIFICATE OF LIABILITY INSURANCE

CONSO-2      OP ID: EB

DATE (MM/DD/YYYY)

12/08/2014

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).

<b>PRODUCER</b> Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck, NY 11021-3104 Richard S. Butwin	<b>CONTACT NAME:</b> Ellen Begun <b>PHONE (A/C, No, Ext):</b> 516-466-4200 <b>FAX (A/C, No):</b> 516-466-4213 <b>E-MAIL ADDRESS:</b> ellen@butwin.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> National Union Fire Ins. Co.	<b>NAIC #</b> 19445
<b>INSURER B:</b> Admiral Insurance Company	24856
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**      Geosphere Consultants Inc  
 2001 Crow Canyon Road #100  
 San Ramon, CA 94583

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			7133088	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			3500812	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			BE031731077	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		<input type="checkbox"/> CLAIMS-MADE				\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			036332881	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y / <input type="checkbox"/> N				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Professional Liab</b>			EO00004162-05	07/01/2014	07/01/2015	Ea Claim 2,000,000 Aggregate 3,000,000

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

Oakland Unified School District and its directors, officers, employees, agents and representatives are additionally insured  
 Project: Cole Elementary School PEC Portables

**CERTIFICATE HOLDER**

**CANCELLATION**

OAKLAMO  Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ENDORSEMENT**

This endorsement, effective 07/01/2014 forms a part of

policy No. 7133088 issued to Geosphere Consultants Inc

by National Union Fire Ins. Co.

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

**ADDITIONAL INSURED - PRIMARY INSURANCE**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance,** is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

*Ellen Begun*

Authorized Representative or  
Countersignature (in States Where  
Applicable)

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As per written contract between the named insured and any party requesting additional insured status	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such addi-

tional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

As per written contract between the named insured and the party requesting this endorsement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

## ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
<p>(This means any vendor to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to vendors which distribute or sell the insured's products in the regular course of the vendor's business). However, the insurance provided will not exceed the lesser of:</p> <ol style="list-style-type: none"> <li>1. the coverage and/ or limits of this policy, or</li> <li>2. the coverage and/ or limits required by said contract or agreement.</li> </ol>	<p>(This means any of the insured's products that the vendor sells that you become obligated to include as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to products which the vendor distributes or sells in the regular course of business). However, the insurance provided will not exceed the lesser of:</p> <ol style="list-style-type: none"> <li>1. the coverage and/ or limits of this policy, or</li> <li>2. the coverage and/ or limits required by said contract or agreement.</li> </ol>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:**

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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

## ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Vendors who sell your products	All Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**B.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Sub-paragraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business,

in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ENDORSEMENT**

This endorsement, effective 07/01/2014 forms a part of

policy No. 3500812 issued to Geosphere Consultants Inc

by National Union Fire Ins. Co

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

*Ellen Bequin*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 07/01/2014 forms a part of

policy No. 3500812 issued to Geosphere Consultants Inc

by National Union Fire Ins. Co.

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

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

SCHEDULE

**ADDITIONAL INSURED:**

Any party requesting this status, as per written contract

**I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

*Ellen Begun*

Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 07/01/2014 forms a part of

policy No. 3500812 issued to Geosphere Consultants Inc

by National Union Fire Ins. Co

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

**INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED\$**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

*Ellen Begun*

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Authorized Representative or  
Countersignature (in States Where  
Applicable)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS' ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 07/01/2014 forms a part of Policy No. 036332881

By National Union Fire Ins. Co.

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

Any party requesting this Endorsement, as per written contract with the named insured

Countersigned by Ellen Bezun

Authorized Representative





## INDEPENDENT CONSULTANT AGREEMENT FOR GEOLOGICAL SERVICES ROUTING FORM

Project Information			
Project Name	Foster Elementary School Central Commissary	Site	184
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Geosphere Consultants, Inc.	Agency's Contact	Corey Dare
OUSD Vendor ID #	I005071	Title	Geotechnical Engineer
Street Address	534-23 <sup>rd</sup> Avenue	City	Oakland State CA Zip 94606
Telephone	510-434-3037	Policy Expires	7-1-2015
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	13133		

Term			
Date Work Will Begin	2-11-2015	Date Work Will End By (not more than 5 years from start date)	12-31-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$26,600.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6252	\$26,600.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved	1/7/15
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	1/16/15
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	1/16/15
4.	Chief Operations Officer, Board of Education	Signature	Date Approved	1/22/15
5.	President, Board of Education	Signature	Date Approved	