

Board Office Use: Legislative File Info.	
File ID Number	15-0854
Introduction Date	5-27-2015
Enactment Number	15-0683
Enactment Date	5/27/15



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education

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

Board Meeting Date May 27, 2015

Subject Independent Consultant Agreement for Professional Services - Professional Services Industries - Kaiser Finishing Kitchen Upgrade Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Professional Services Industries for Geotechnical Services on behalf of the District at the Kaiser Finishing Kitchen Upgrade Project, in an amount not-to exceed \$1,713.00, increasing previous contract amount from \$9,565.00 to a not to exceed amount of \$11,278.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The scope of the project is to provide for additional geotechnical fees for the evaluation of pier foundation and report, securing union drilling contractor to meet OUSD's Project Labor Agreement and extra cost to dispose of soil drums excluded in original base contract.

Discussion Kaiser is in need of geotechnical soils report and engineering services for the kitchen upgrade project.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Professional Services Industries for Geotechnical Services on behalf of the District at the Kaiser Finishing Kitchen Upgrade Project, in an amount not-to exceed \$1,713.00, increasing previous contract amount from \$9,565.00 to a not to exceed amount of \$11,278.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact Measure J

Attachments

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



File ID Number: 15-0854
 Introduction Date: 5/27/15
 Enactment Number: 15-0683
 Enactment Date: 5/27/15
 By: o/s

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Professional Services Industries. OUSD entered into an Agreement with CONTRACTOR for services on December 10, 2014, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide for additional geotechnical fees for the evaluation of pier foundation and report, securing union drilling contractor to meet OUSD's Project Labor Agreement and extra cost to dispose soil drums excluded in original base contract.</u></p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$1,713.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is Eleven thousand, two hundred seventy-eight dollars and no cents</p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris
James Harris, President,
Board of Education

5/28/15
Date

CONTRACTOR

Travis Toss
Contractor Signature

4/21/15
Date

Antwan Wilson
Antwan Wilson, Superintendent
Secretary, Board of Education

5/28/15
Date

Print Name, Title

Lance Jackson
Lance Jackson, Interim Deputy Chief
Facilities, Planning and Management

Date

EXHIBIT "A" Scope of Work

Contractor Name: Professional Services Industries

Billing Rate: One thousand, seven hundred thirteen dollars and no cents (\$1,713.00)

1. Description of Services to be Provided

The scope of the project is to provide for additional geotechnical fees for the evaluation of pier foundation and report, securing union drilling contractor to meet OUSD's Project Labor Agreement and extra cost to dispose soil drums excluded in original base contract.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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

Stisie Butler-Berkley 4-23-2015
 Stisie Butler-Berkley
 Contract Analyst



March 26, 2015

Ms. Mary Ledezma
Project Manager
Facilities Planning & Management
Oakland Unified School District
955 High Street, Oakland, California 94601

Subject: Amendment No. 1 to Geotechnical Engineering Services Contract

KAISER ~~Laurel~~ Elementary School - Proposed Finishing Kitchen
3750 Brown Avenue, Oakland, California
OUSD Project #~~13179~~ **13177** *M.L.*
PSI Proposal No. 575-135737-R2 **Add #1**

Dear Ms. Ledezma:

In accordance with your request, PSI is pleased to issue this Proposal Amendment to complete the Geotechnical Engineering Services for the subject school. Presented below is a review of furnished project information, along with Professional Service Industries, Inc. (PSI) proposed scope of services, schedule and fee information.

PROJECT UNDERSTANDING

PSI was contracted to perform Geotechnical Engineering Services to support the subject project. Subsequent to our initial authorization, PSI was presented with Oakland Unified School District (OUSD) Project Labor Agreement (PLA) conditions, which required the use of labor union services for the project. Compliance with the PLA resulted in additional costs that were more than stated in our Proposal Number 575-135737-R2 dated October 20, 2014.

It was agreed that the additional fees to secure a union drilling contractor to meet OUSD's PLA and the cost to dispose of soil drums, not covered in the base fee, would be covered in an addendum to the contract. This addendum includes the fee to cover additional costs for the following projects;

- ~~Laurel Elementary School (OUSD #13179);~~
- Henry Kaiser Elementary School (OUSD #13177), and;
- ~~Piedmont Elementary School (OUSD #13184).~~

\$1213
\$ 500
\$ 1713

M.L.

FEES

The agreed-upon additional fee for the projects listed above is ~~\$4,426.00~~ and covers the engagement of a union drilling contractor to meet OUSD's PLA and the removal and proper disposal of the soil drums from the sites listed above. Additionally, the fee includes issuance of a recently requested addendum letter for the Henry Kaiser Elementary School.

M.L.

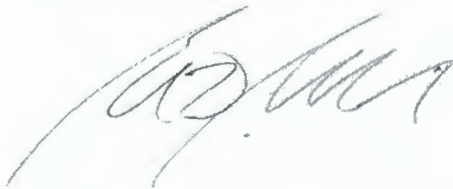
Our fees do not include time to prepare or review construction drawings or specifications, attend special meetings, conferences or any other activities requested after submittal of our reports. Such follow-up services are beyond the scope of this proposal, and would be invoiced on a unit rate basis in accordance with PSI's current Schedule of Fees. We will obtain your specific authorization prior to providing any additional services.

AUTHORIZATION

If this proposal is acceptable to you, PSI will complete the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of proposal authorization. Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects

Sincerely,

Professional Service Industries, Inc.



Brand Burfield
Project Geologist



Frank R. Poss
Department Manager

Attachments: Project Authorization
General Conditions



April 3, 2015

Ms. Mary Ledezma
Project Manager
Facilities Planning & Management
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: **Geotechnical Engineering Services Report Addendum No. 1**
Proposed Addition to the Multi-Purpose Room
Henry Kaiser Elementary School
25 South Hill Court, Oakland, California
OUSD Project #13177
PSI Project No. 575-771-2

References: Professional Service Industries, Inc. (PSI), January 8, 2015, "Geotechnical Engineering Services Report, Proposed Addition to Multi-Purpose Room, Henry Kaiser Elementary School, 25 South Hill Court, Oakland, California," PSI Project No.: 575-771-1.

Dear Ms. Ledezma:

As requested, Professional Service Industries, Inc. (PSI) has completed this Addendum No. 1 to the referenced geotechnical report for the subject site. As you requested, additional drilled and helical pier foundation recommendations are provided in this letter to address the need to resist 25,000 pounds of allowable overturn/uplift force at the subject site.

Drilled Pier Foundations

Vertical Load Resistance – Axial Loading – A drilled pier that is extended to a minimum depth of 5 feet below existing finish grade can be designed using an allowable downward frictional resistance of 400 pounds per square foot (psf) and an allowable uplift frictional resistance of 200 psf, provided soil conditions are as encountered in our exploratory borings. End-bearing capacity should be ignored unless the bottom of the drilled pier is inspected and cleaned to remove all loose materials. If the bottom of the piers are inspected and are found free of loose materials, an allowable end-bearing of 2,000 psf can be used in combination with the allowable frictional resistance to arrive at the total pier capacity. The allowable skin friction includes a factor of safety of at least two, and the allowable end-bearing capacity includes a factor of safety of at least three. Both the allowable skin friction and the allowable end-bearing can be increased by one-third for loads of short duration, including wind and seismic forces. For the purpose of design, the allowable skin friction should be ignored in the top two feet of the drilled pier.

It should be noted that the pier capacities presented above are based on the strength of the soils and the anticipated construction conditions; concrete and reinforcement steel must be designed to accommodate anticipated stresses due to axial and lateral loads and the bending moments.

The actual pier diameter, embedment depth, and other aspects of the pier design should ultimately be determined by the structural engineer based on the structural requirements. Drilled pier diameter and embedment should be determined based on the recommendations contained herein and the structural engineer's analysis, in accordance with the pier type/dimension, calculated live/dead loads, and predicted overturning moment. PSI should review pier design to confirm that it is consistent with the recommendations provided in our report.

Lateral Load Resistance - A drilled, cast-in-place, reinforced concrete pier should be embedded sufficiently to resist the combination of shear and axial loads, and overturning moments. Lateral loads may be resisted by any method that incorporates lateral earth pressure and/or horizontal subgrade reaction. The design may incorporate a passive earth pressure of 400 psf/ft if the pier concrete is poured tightly against relatively undisturbed native earth materials. The passive resistance of the top two feet of the drilled pier should be ignored unless confined by paving. The passive earth pressure below a depth of two feet can be applied to a width of two times the design drilled pier diameter. The maximum passive resistance should not exceed 5,000 psf. The passive resistance value may be increased by one-third when subject to transient loading conditions such as seismic impact or wind load. We recommend that PSI be provided with the design lateral load and bending moment when they become available, such that the behavior of the laterally-loaded piers can be checked and pier design recommendations verified.

Drilled Pier Excavation Considerations – Drilled pier excavations in sandy soils may experience sloughing and cave-ins. Casing or other stabilization methods should be made available at the project site prior to drilling. The bottom of the drilled pier excavation should be firm and free of loose material prior to the placement of concrete. The suitability of the bearing material for support of the pier should be verified by PSI prior to placement of reinforcing steel or concrete. After opening, foundation excavations should be observed and concrete placed as quickly as possible to avoid exposure of the foundation bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. We recommend that the foundation concrete should be placed during the same day the excavation is made. If it is required that foundation excavations be left open for more than one day, they should be properly covered to prevent personal injury and fall hazards, and be protected to reduce evaporation or entry of moisture.

Dependent upon the structural design, groundwater may be encountered at the bottom of pier foundation excavations. If concrete is placed within an excavation containing groundwater, it should be placed from the bottom of the excavation using a tremie or similar method. This is intended to allow the concrete to displace groundwater as it is placed.

Helical Mini-Piles

Helical Mini-Piles may also be used to resist uplift forces. A specialty contractor/installer should be contacted for specific pier capacity, suitability, and constructability of the helical mini-pile system. PSI recommends that helical mini-piles be embedded a minimum of 15 feet into firm soils.



Limitations



The professional services have been performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices at the time of this report. PSI is not responsible for the conclusions, opinions, or recommendations made by others based on this data. No other warranties are implied or expressed. This report has been prepared for the exclusive use of the Oakland Unified Schools District and their affiliates and subsidiaries for the specific application to the proposed addition at the subject site.

The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature, or location of the proposed improvements.


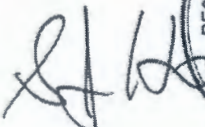
If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this or any supplemental report prepared by PSI are encountered during construction, PSI should be notified immediately to determine if changes in our recommendations are required. If PSI is not retained to perform these functions, PSI will not be responsible for the impact of those conditions on the project.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Ezekiel R. Robles, PE
Special Project Manager
PE No. 80689 Exp. 3/31/17



Sheng-Zong John Ho, PE, GE
Chief Engineer
GE No. 2322 Exp. 3/31/16





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2015

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co. Of America	25674	
INSURER B: N/A	N/A	
INSURER C: Lexington Insurance Company	19437	
INSURER D: Charter Oak Fire Insurance Company	25615	
INSURER E: _____	_____	
INSURER F: _____	_____	

COVERAGES **CERTIFICATE NUMBER:** CLE-003638810-15 **REVISION NUMBER:** 15

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROD / COMPLETED OPS. <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TC2JGLSA8042X73ATIL15	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TC2JCAP8042X741TIL15	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ AGGREGATE \$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TC20UB824K294A15 (AOS) TROUB8042X76515 (AZ, MA, OR, WI)	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY		020720814 SIR: 1,000,000	03/01/2015	03/01/2016	EACH CLAIM \$ 1,000,000 AGGREGATE \$ 1,000,000	

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 INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT ATTN: SUSIE BUTLER-BERKLEY 955 HIGH STREET OAKLAND, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Kaiser Finishing Kitchen Upgrade	Site	171
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		

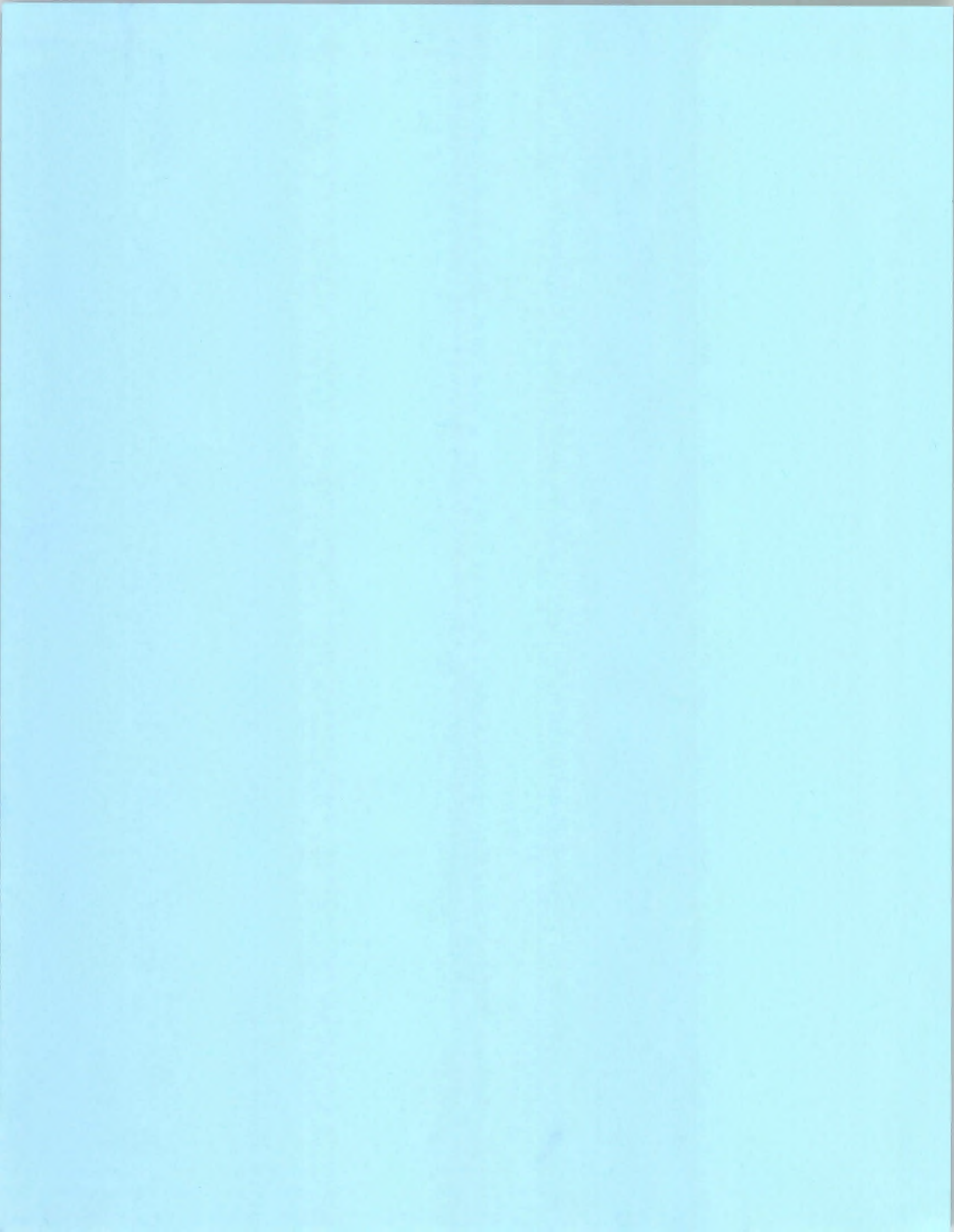
Contractor Information			
Contractor Name	Professional Services Industries (PSI)	Agency's Contact	Brand Burfield
OUSD Vendor ID #	V058012	Title	Project Manager
Street Address	1956 Webster Street, Suite 400	City	Oakland State CA Zip 94612
Telephone	510-633-5640	Policy Expires	3-1-2016
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	13177		

Term			
Date Work Will Begin	12-10-2014	Date Work Will End By (not more than 5 years from start date)	12-10-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$11,278.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 1,713.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1719905890	6265	\$1,713.00

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head		Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management					
	Signature			Date Approved	4/23/15	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	4.23.15	
3.	Interim Deputy Chief, Facilities Planning and Management					
	Signature			Date Approved	4/27/15	
4.	Chief Operations Officer Facilities Planning and Management					
	Signature			Date Approved	5/5/15	
5.	President, Board of Education					
	Signature			Date Approved		



Board Office Use: Legislative File Info.	
File ID Number	14- 2331
Introduction Date	12-10-2014
Enactment Number	14-1975
Enactment Date	12-10-14 OLS



OAKLAND UNIFIED
SCHOOL DISTRICT
Commitment: Schools Inspiring Students

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 December 10, 2014

Subject Independent Consultant Agreement for Professional Services - Professional Services Industries (PSI) - Kaiser Elementary School Finishing Kitchen Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Geotechnical Services with Professional Services Industries (PSI) for Geotechnical Services on behalf of the District at the Kaiser Elementary School Finishing Kitchen Project, in an amount not-to exceed \$9,565.00. The term of this Agreement shall commence on December 10, 2014 and shall conclude no later than December 10, 2016.

Background Geotechnical services are required at the site of the finishing kitchen.

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 Professional Services Industries (PSI) for Geotechnical Services on behalf of the District at the Kaiser Elementary School Finishing Kitchen Project, in an amount not-to exceed \$9,565.00. The term of this Agreement shall commence on December 10, 2014 and shall conclude no later than December 10, 2016.

Fiscal Impact

Measure J

Attachments

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

**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 **31st day of October, 2014** by and between the **Oakland Unified School District** ("District") and **Professional Services Industries (PSI)** ("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"):

- Geotechnical Engineering
- Limited Environmental Sampling

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:

The project will commence on December 10, 2014 and conclude no later than December 10, 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:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Debarment Certification
<input checked="" type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Bonds (as required or requested by District)

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 **Nine thousand, five hundred and sixty-five dollars (\$9,565.00)**. 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, 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
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
Each Occurrence	\$ 2,000,000
General Aggregate	
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 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:
Professional Services Industries
(PSI)
4703 Tidewater Avenue, Suite B

ATTN: Tadashi Nakadegawa
Telephone: (510) 535-7038
Facsimile: (510) 535-7082

Oakland, CA 94601
Attention: Brand Burfield
Telephone: (510) 434-9200
Facsimile: (510) 434-9200

With a copy to:

Orbach Huff Suarez & Henderson LLP
1901 Harrison Street
Suite 1630
Oakland, CA 94612
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 11-3-2019

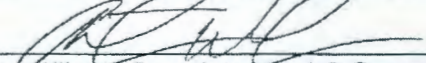
Susie Butler-Berkley
Contract Analyst

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

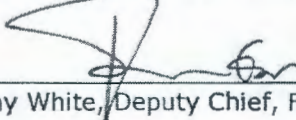
OAKLAND UNIFIED SCHOOL DISTRICT



David Kakishiba, President, Board of Education
12/11/14
Date



Antwan Wilson, Superintendent & Secretary, Board of Education
12/11/14
Date



Timothy White, Deputy Chief, Facilities Planning and Management
11/10/14
Date

APPROVED AS TO FORM:




OUSD Facilities Legal Counsel
11.7.14
Date

CONSULTANT



Department Manager,
Title
10/31/14
Date

File ID Number: 14-2331
Introduction Date: 12-10-14
Enactment Number: 14-1925
Enactment Date: 12-10-14
By: 

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

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakishiba, President, Board of Education Date

Antwan Wilson, Superintendent & Secretary, Board of Education Date



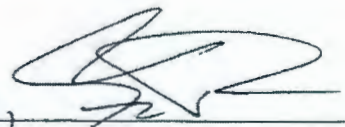
Timothy White, Deputy Chief, Facilities Planning and Management Date
11/10/14

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel Date
11.7.14

CONSULTANT



Department Manager, Title Date
10/31/14

Information regarding Consultant:

Consultant: PROFESSIONAL SERVICE
INDUSTRIES, INC.

License No.: N/A

Address: 4703 TIDEWATER AVE, STE B.
OAKLAND, CA 94601

Telephone: (510) 434-9200

Facsimile: (510) 434-7676

E-Mail: FRANK.POSS@PSIUSA.COM

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: DELAWARE
- Limited Liability Company
- Other: _____

37-0962090 :
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:

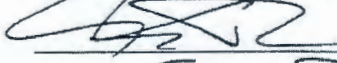
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 10/31/14

Name of Consultant or Company: PROFESSIONAL SERVICE INDUSTRIES, INC.

Signature: 

Print Name and Title: Frank Ross, Dept Mgr.

(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: OCTOBER 31, 2014

Name of Consultant or Company: ~~PROFESSIONAL~~ SERVICE INDUSTRIES, INC.

Signature: 


Print Name and Title: Frank Ross, Dept Mgr.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

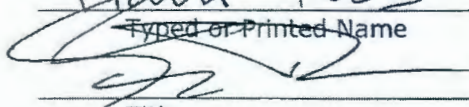
I am aware of and hereby certify that neither PROFESSIONAL SERVICE INC. [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further 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 31ST day of OCTOBER 2014 for the purposes of submission of this Agreement.

By: 

Signature
Frank Ross

Typed or Printed Name


Title Dept. Mgr.

EXHIBIT "A"

GEOTECHNICAL TESTING

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

(Please see the attached Consultant Proposal)

Exhibit "B"
Prices for Services

October 20, 2014

Ms. Mary Ledezma
Project Manager
Facilities Planning & Management
Oakland Unified School District
955 High Street, Oakland, California 94601

EXHIBIT A

Subject: **Proposal for Geotechnical Engineering Services and Limited Environmental Sampling**
Proposed Kitchen Addition
Henry Kaiser Elementary School
25 South Hill Court, Oakland, California
OUSD Project #13177
PSI Proposal No. 575-135738

Dear Ms. Ledezma:

Per your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for a geotechnical investigation for the subject project. This proposal includes a review of furnished project information and outlines the services we propose to offer on this project, our fee, schedule, and the General Conditions that will apply.

PROJECT INFORMATION

A site plan showing existing improvements and the area of the proposed addition was provided for our use in preparing this proposal. From information provided by you, PSI understands that it is proposed to build an approximately 600 square foot, single-story addition to the existing Multi-Use Room structure at the subject site, for use as a kitchen facility. Other improvements are likely to include utilities and concrete flatwork. New pavements are not expected.

Details such as expected loading have not been provided, but based on the type of development planned, we expect individual column and bearing wall loads of approximately 20 kips and 2 kips per lineal foot, respectively. For the purposes of this proposal, we will assume finish exterior grades to be near (+/- two feet) existing grades. Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

Based upon review of geologic data, we anticipate that the site is underlain by bedrock of the Great Valley complex, described as sandstone, siltstone, shale, and conglomerate. Based on the Oakland East Seismic Hazard Zone report (CGS, 2003) groundwater depth at the site is expected to be greater than 10 feet below existing site grades. The site is not within an Alquist-Priolo Earthquake Fault Zone but is within an area that is mapped by the state of California as a Seismic

Hazard Zone for landsliding. Based on our review of a historical aerial photo from 1938, it appears that a landslide was present across the area of the exiting Multi-Use Room, which coincides with the landslide hazard area of the Seismic Hazard Zone map. Based on a current aerial photo and our previous site walk, there has clearly been significant remedial grading in this landslide area – either for the residential development, for the existing school (both at the base of the existing slope) or for the water tank / reservoir (near the top of the slope). Based on our review of the California Division of the State Architect (DSA) form IR A-4.13, a Geohazard Report is expected to be required for this project.

SITE DESCRIPTION

Based on our review of maps, recent aerial photographs and PSI's previous site walk, the site is a vacant landscaped (lawn) area located on the north side of the Henry Kaiser Elementary School campus, between the Multi-Use Room and the parking lot at the southern terminus of South Hill Court. The site is bordered on the north by an asphalt-paved parking lot followed by residential properties and on all other sides by the existing Henry Kaiser Elementary School.

This proposal has been written with the assumption that the proposed drilling locations will be clear and accessible to the truck-mounted drill rig and that concrete coring will not be required. Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal. Our proposed scope of services for the work is discussed below.

PROPOSED SCOPE OF SERVICES

The following proposed scope of services pertains to a subsurface exploration for geotechnical purposes only. The scope of services for this phase of work does not include any environmental assessment for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on, below, or around the site.

We propose to advance 2 soil test borings within the footprint of the proposed new structure. The borings will be drilled to 10 feet and 40 feet below existing grade, to borehole instability, or to practical auger refusal, whichever is shallower. The anticipated total linear feet of drilling is 50 feet. Fieldwork is expected to take one working day to complete.

The soil test borings will be performed with a truck-mounted, rotary auger drill rig. Representative soil samples will be obtained at increments of 2.5 feet in the upper 10 feet and at 5 foot intervals thereafter. Split-barrel sampling procedures will be employed in general accordance with ASTM D1586. Where cohesive soils are encountered, thin walled tube samples may be obtained in accordance with ASTM D1587.

A minimum of two working days prior to performing the field drilling services, PSI will locate the proposed borings in the field by measuring distances from existing site landmarks or property boundaries identified on the site plan to be provided by you. A representative of PSI will then call Underground Service Alert to notify utilities and public service agencies of the proposed drilling.



PSI will not be responsible for locating any private underground utilities. You are responsible for locating and identifying all private utilities prior to drilling. If you choose, for an additional **\$650.00**, PSI will provide a subcontract utility location service to check the boring locations for existing private underground utilities. All field services will be coordinated with a site contact(s) as designated by you. Also prior to drilling, PSI will obtain a drilling permit from the Alameda County Public Works Agency (ACPWA).

At the completion of drilling, PSI will backfill the borings with cement grout in accordance with ACPWA permit requirements. The soil cuttings generated during the drilling activities can be spread within the unpaved, landscaped area on the north side of the parking lot, or in an alternate location to be chosen by the site contact.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, consolidation properties, grain-size, relative strength characteristics, expansion potential and soil corrosivity.

At the conclusion of our field and laboratory work, the data will be analyzed by one of our experienced geotechnical engineers and reports will be prepared. The reports will include the following:

- Our understanding of the project.
- A geologic overview of the project area.
- Site topographic information and surface conditions.
- A discussion of subsurface conditions encountered including pertinent soil properties and groundwater conditions.
- Logs of borings with soil classification per the Unified Soil Classification System (USCS).
- Figures, to include a Site Location Map, Regional Geologic and Fault Hazard Maps.
- An evaluation of the data as it relates to the proposed site development.
- An evaluation of Geologic Hazards as they relate to the proposed site development.
- A site-specific ground motion hazard analysis to provide design response spectrum and design acceleration parameters.
- Site grading and cut/fill considerations, including recommended fill material characteristics and compaction requirements for general site fill, and slab subgrades, including an assessment as to the suitability of on-site soils for use as fill.
- Recommendations pertaining to design and construction of foundations and floor slabs, including allowable soil bearing pressures, anticipated bearing depths and estimated settlements.
- Comments and recommendations relating to other observed geotechnical conditions that could impact the development.



Upon initiation of our services, PSI will contact you regarding the availability of previous geotechnical information, such as the Geotechnical Study for the existing School / Multi-Use Room and for the grading of the landslide area.

The Geotechnical Engineering report will be reviewed and signed by a California Registered Geotechnical Engineer (GE) and a California Engineering Geologist (CEG), as required for project submission to the Division of the State Architect (DSA).

Excluded Services

While the hazard of seismically-induced landsliding will be addressed in our report based on a review of the available information, a slope stability analysis is not included in our scope of services. PSI expects that landslide debris that may have existed within the limits of the proposed addition have been removed during previous remedial grading operations for the original construction of the school. For the purpose of this investigation for the proposed addition, PSI has not included any geologic mapping, bucket-auger holes or downhole geologic logging, nor is it part of this scope to evaluate the limits or the depths of potential landslide slip surfaces. If such evaluations are deemed necessary by you or the local and State governing jurisdictions, please contact us to revise this proposal for those additional services.

Limited Environmental Sampling

As part of the geotechnical investigation, PSI will collect four soil samples from the upper two feet of soil at the site to be composited into one sample for environmental analyses. The composite sample will be analyzed for volatile organic compounds (VOCs) according to EPA Method 8260, petroleum hydrocarbon speciation according to EPA Method 8015M, and for total metals (17 metals) according to EPA Method 6010. PSI understands that the soil sample analyses is for off-haul characterization. PSI will present the results of the environmental sampling in a letter, which shows the soil sample location and provides the analytical results.

SCHEDULE

We can begin our work for the geotechnical exploration immediately upon receiving written authorization to begin. PSI anticipates that we can obtain the necessary permits and mobilize to the site within five to ten working days after receiving project authorization. Assuming favorable weather conditions and an anticipated 1 working day for field and 10 working days for laboratory activities, PSI proposes to deliver the report in 15 working days from completion of the fieldwork.

FEES

PSI will perform the described geotechnical study for a lump sum fee of **\$8,565.00**. PSI understands that the subcontract drilling company will be subject to Prevailing Wage requirements, which are included in our estimate. Our fee assumes that all exploration locations will be accessible at the time of mobilization and that no delays or additional mobilizations will be required due to inaccessible boring locations. Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. This estimated cost assumes that adequate bearing materials will be encountered within the planned boring depths. If unsuitable materials are encountered, the boring may need to be extended.



Additional work required beyond the scope of services included in this proposal (e.g., access problems, or other such factors beyond PSI's control) will be invoiced on a time and expense (cost plus 20%) basis. We will not exceed the Lump Sum Fee without your prior approval.

Our fee estimates cover the activities required to present our findings in report form. Our fees do not include time to prepare construction specifications, attend special meetings, conferences or any other activities requested after submittal of our reports.

LIMITATIONS

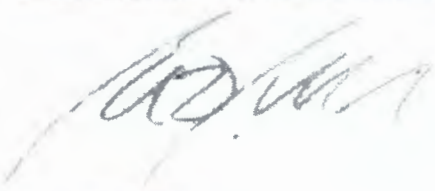
The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminant amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of proposal authorization.

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



Brand Burfield
Project Geologist

Reviewed by: Dr. John Ho, GE
Principal Consultant

Attachments: Confirmation of Authorization
General Conditions



CONFIRMATION OF AUTHORIZATION

**Proposal for Geotechnical Engineering Services
and Limited Environmental Sampling
Henry Kaiser Elementary School
Proposed Kitchen Addition
25 South Hill Court, Oakland, California
PSI Proposal No. 575-135738**

LUMP SUM BUDGET:

\$8,565.00 (Geo Engineering / Geo Hazard Study – Initial to Authorize _____)

\$ 650.00 (Private Utility Locator – Initial to Authorize _____)

By signing below, PSI is directed to proceed according to the above-stated terms. Services are provided under the terms of the Professional Service Industries, Inc., (PSI) General Conditions, a copy of which is enclosed. This proposal shall remain in effect for 90 days following date of issuance. Our terms are net 30 days after invoicing.

AUTHORIZATION:

Agreed to this _____ day of _____, 2014

By (signature): _____

By (print name): _____

Title: _____

Firm: _____

Invoicing Address: _____

Phone Number: _____

Fax Number: _____

Copy Report to: _____



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK.** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. The ordering of work from PSI or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS.** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES.** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK.** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE.** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER.** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY.** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added, as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL.** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT.** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK - CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENCE IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY.** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESSES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **HAZARDOUS MATERIALS.** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed and enforced in accordance the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of these General Conditions be enforced in writing. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth hereon. This agreement may be amended, modified or terminated only in writing, signed by each of the parties herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2014

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
J19623-PSI-GAWUP-14-15 GAW NA Y	INSURER A: Travelers Property Casualty Co. Of America		25674
INSURED PROFESSIONAL SERVICE INDUSTRIES, INC. 4703 TIDEWATER AVENUE, SUITE B OAKLAND, CA 94601	INSURER B: N/A		N/A
	INSURER C: Lexington Insurance Company		19437
	INSURER D: Charter Oak Fire Insurance Company		25615
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CLE-003538810-14 **REVISION NUMBER:** 14

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	<input checked="" type="checkbox"/> GENERAL LIABILITY			TC2JGLSAB042X73ATIL14	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROD / COMPLETED OPS.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			TC2JCAP8042X741TIL14	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC20UB824K294A14 (AOS) TROUB8042X76514 (AZ, MA, OR, WI)	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			020720814 SIR: 1,000,000	03/01/2014	03/01/2015	EACH CLAIM 1,000,000
							AGGREGATE 1,000,000

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 INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION.

CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT ATTN: SUSIE BUTLER-BERKLEY 955 HIGH STREET OAKLAND, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name	Kaiser Elementary School Finishing Kitchen	Site	171
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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
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Contractor Information

Contractor Name	Professional Services Industries (PSI)	Agency's Contact	Brand Burfield		
OUSD Vendor ID #	1004989	Title	Project Manager		
Street Address	4703 Tidewater Avenue, Suite B	City	Oakland	State	CA
Telephone	510-434-9200	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	13177				

Term

Date Work Will Begin	12-10-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-10-2016
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$9,565.00
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	1719905890	6252	\$9,565.00

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	11/3/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	11-7-14		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	11/10/14		
4.	Chief Operations Officer, Board of Education				
	Signature	Date Approved	11/12/14		
5.	President, Board of Education				
	Signature	Date Approved			