

Board Office Use: Legislative File Info.	
File ID Number	11-3296
Committee	Facilities
Introduction Date	1-11-2012
Enactment Number	12-0094
Enactment Date	1-11-12 <i>ds</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date January 11, 2012

Subject Amendment No. 2, Professional Services Facilities Agreement - Professional Service Industries, Inc. - Hintil KUU Building Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Agreement with Professional Service Industries, Inc. for Testing Services on behalf of the District at - Hintil KUU Building Replacement Project, in an amount not-to exceed \$5,905.00, increasing previous contract amount from \$14,390.00 to a not to exceed amount of \$20,295.00, and revising the end date from March 11, 2010 through August 20, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The slope stability analysis was not included in the original geotechnical report scope as it is a new requirement that California Geological Survey (CGS) has implemented for all projects. The environmental screening report was not part of the original geotechnical report contract.

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,



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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 Amendment No. 1, Professional Services Facilities Agreement with Professional Service Industries, Inc. for Testing Services on behalf of the District at - Hintil KUU Building Replacement Project, in an amount not-to exceed \$2,500.00, increasing previous contract amount from \$11,890.00 to a not to exceed amount of \$14,390.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

8409901831-6252

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Professional Service Industries (PSI)**. OUSD entered into an Agreement with CONTRACTOR for services on **March 11, 2010**, 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 perform a Slope Stability Analysis for the retaining wall that is part of the Hintil KUU CA CDC new building project. In addition, perform an environmental screening of the soils that will be disturbed as part of the Hintil CDC project. Prepare an environmental screening report and submit to OUSD for inclusion in the bid documents.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>One year, four months</u>, and the amended expiration date is <u>December 31, 2013</u>.</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 <u>\$5,905.00 to original contract amount</u></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Twenty thousand, two hundred ninety-five dollars and no cents (\$20,295.00)</u></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)
1	4-27-2011	The scope of the project site specific ground motion analysis for the Hintil KUU CA CDC new building project in accordance with the 2010 CBC.	Marsh 27, 2011


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




Gary Yee, President, Board of Education

1/12/12
Date



Edgar Rakestraw, Jr., Secretary
Board of Education

1/12/12
Date
Date



Timothy White, Assistant Superintendent
Facilities, Planning and Management

1/12/12
Date

CONTRACTOR



Contractor Signature

12/8/11
Date

Frank Ross, Dept. Mgr.
Print Name, Title

RECEIVED
13321
94601
DEC 14 9 41 AM '11

PLANNING
DEPARTMENT
AMENDMENT

LEGISLATIVE FILE

File ID Number 11-3296
Introduction Date 1-11-12
Enactment Number 12-0094
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EXHIBIT "A" Scope of Work**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Professional Service Industries, Inc.

Billing Rate: **Five thousand, nine hundred five dollars and no cents (\$5,905.00)**

Description of Services to be Provided

- 1. Goals or Objectives**
Slope Stability Analysis
 - 2. Description of Services to be Provided**
The scope of the project is to perform a Slope Stability Analysis for the retaining wall that is part of the Hintil KUU CA CDC new building project. In addition, perform an environmental screening of the soils that will be disturbed as part of the Hintil CDC project. Prepare an environmental screening report and submit to OUSD for inclusion in the bid documents.
 - 3. Deliverables**
Report on Slope Stability
-



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Recommendation

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Fiscal Impact

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Attachments

- Professional Services Contract including scope of work

Key Code:

8409901831-6252

October 25, 2011

Mr. Kevin Newlon
Project Manager
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: Proposal for Slope Stability Analysis, Seismic Revision and Environmental Screening
Proposed Hintil Kuu Child Development Center Replacement
Hintil Kuu Child Development Center
11850 Campus Drive, Oakland, California
Oakland USD Project No. 07028
PSI Proposal No. 575-49460-**R1**

Reference: California Geological Survey, July 5, 2011, "Engineering Geology and Seismology Review for Hintil Kuu Child Development Center – Replacement Classroom, 11850 Campus Drive, Oakland, CA," CGS Application No. 01-CGS0709.

Dear Mr. Newlon:

At your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to respond to the referenced California Geological Survey (CGS) review letter regarding the proposed development at the subject site in Oakland, California. The CGS letter requests that there be a revision to the site ground motion parameters and performance of a slope stability analysis for the proposed retaining wall at the subject site. Additionally, you have requested an environmental screening report 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

PSI understands that it is proposed to construct a steel-braced/metal framed, single-story, structure at the site with concrete slab-on-grade floors, totaling approximately 7,000 square feet in plan area. Other improvements are likely to include pavements, a retaining wall at the north side of the proposed structure, utilities and concrete flatwork. Your project structural engineer, Oakley & Oakley, has provided plans which indicate that the retaining wall is expected to be no more than 8 feet in height. Based on various historical grading plans made available to us, the proposed retaining wall is in an area where between about 5 and 15 feet of fill is anticipated to exist.

PSI has performed a field exploration at the subject site which includes soil borings in the building envelope of the proposed structure. At the time of the issuance of our initial proposal, however, we were not informed that there would be any disturbance of or construction on the existing slope north of the proposed structure. As such, subsurface exploration of the slope area and a slope stability analysis was not a part of our scope of services.

PROPOSED SCOPE OF SERVICES

Slope Stability Analysis and Seismic Revision

We propose to advance two soil borings at the site in the area of the proposed retaining wall. One boring will be located near the top of the existing slope and one near the mid-point of the slope, as shown on the attached site plan. Each boring will be advanced by driving a Modified California Sampler into the subsurface using a tripod, gas-powered cathead and drop-hammer. The sampler will be lined with 2½-inch diameter by 1-inch high rings that can be directly placed into a direct shear machine to determine the soil strength parameters. Soil samples will be collected continuously from the soil surface to the bottom of the boring. The borings will each be advanced to 10 feet below existing grade or to refusal, whichever is shallower. Fieldwork is expected to take one working day to complete. All field services will be coordinated with a site contact(s) as designated by you.

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 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. 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 all borings with cement grout in accordance with ACPWA permit requirements. No soil cuttings are expected to be generated during the drilling activities.

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, density, grain size and relative strength characteristics. At the conclusion of our field and laboratory work, the data will be analyzed by one of our experienced geotechnical engineers. Our evaluation will include the following:

- A discussion of subsurface conditions encountered including pertinent soil properties.
- Logs of borings with soil classification per the Unified Soil Classification System (USCS).
- Preparation of a geologic Cross Section through the existing slope, showing the future retaining wall configuration.
- Revision of figures (updated Site Plan / Boring Location Map).
- An evaluation of the data as it relates to the proposed site development.
- An evaluation of the rotational and translational stability of the proposed slope under both static and dynamic (pseudo-static) conditions.
- Revisions to the recommendations presented in our referenced geotechnical report pertaining to design and construction of the proposed retaining wall.
- Revisions to the recommended site ground motion parameters for the project.

The Slope Stability Analysis and Seismic Revision will be reviewed and signed by a California



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.


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.

PROFESSIONAL SERVICE INDUSTRIES, INC.



Brand Burfield
Project Geologist



Robert R. Russell, PE, GE
Chief Engineer

Attachments: Confirmation of Authorization
General Conditions
2011 Schedule of Services and Fees



2011 Schedule of Services & Fees

PERSONNEL HOURLY RATES

Engineers/Geologists/Scientists:

Chief Engineer/Scientist	\$160.00
Regional Engineer/Senior Technical Review	\$150.00
Registered Professional	\$140.00
Senior Professional	\$130.00
Project Professional	\$115.00
Senior Staff Professional	\$105.00
Staff Professional	\$95.00

Support Staff:

Senior Geologist	\$130.00
Project Geologist	\$115.00
CADD/Draftsperson	\$75.00
Clerical	\$65.00

MATERIALS TESTING

Soils:

Atterberg Limits (LL & PL) ASTM D 4318	\$250.00
California Bearing Ratio ASTM D 1883	\$518.00
Consolidation ASTM D 2435	\$317.00
Constant Head Permeameter ASTM D 2436	\$242.00
Direct Shear Test ASTM D 3080	\$250.00
Expansion Index UBC 29-2	\$184.00
Hydrometer Analysis ASTM D 422	\$161.00
Insitu Moisture Content ASTM D 2216	\$21.00
In-situ Moisture/Density ASTM D2216	\$35.00
Moisture Density Relation ASTM D 698/1557	\$250.00
Moisture Density Relation (Aggregate)	\$350.00
pH & Resistivity ASTM G51	\$127.00
Resistance Value Cal 301	\$248.00
Sand Equivalent ASTM D 2419	\$115.00
Shrinkage Limits ASTM D 4318	\$87.00
Single Checkpoint ASTM D 1557	\$104.00
Sulfate & Chloride Content Cal 417A	\$242.00
Unconfined Compression ASTM D 2938	\$115.00

Aggregates:

Abrasion (LA Rattler) ASTM C 131	\$125.00
Absorption, Coarse ASTM C 128/Fine C 127	\$30.00
Cleanness Value Cal 227	\$60.00
Durability Index Cal 229	\$100.00
Sand Equivalent ASTM D 2419	\$75.00
Sieve Analysis, Coarse ASTM C 136	\$60.00
Sieve Analysis, Fine w/wash ASTM C 136	\$80.00
Sieve Analysis, Minus #200 ASTM C 117	\$60.00
Sodium Soundness ASTM C 131	\$125.00
Specific Gravity, Coarse ASTM C128/Fine C127	\$45.00
Unit Weight ASTM C 29	\$45.00

GENERAL NOTES:

An overtime rate of 1.5 times the regular rate will apply for all work over 8 hours per day and for all work on Saturdays. All work on Sundays or Holidays or in excess of 12 hours per day, an overtime rate of 2.0 times the regular rate will apply. Work performed outside the hours of 7:00 a.m. to 4:00 p.m. an overtime rate of 1.5 times the regular rate will apply.

Personnel rates quoted above are portal to portal unless noted on PSI's agreement. All rates are based upon a 4 hour minimum charge for assignments of up to 4 hours. A minimum charge of 8 hours will apply for all assignments of 4 to 8 hours.

Transportation costs will be billed at the rate of \$0.50 per mile or a field vehicle charge of \$150.00 will apply, whichever is greater.

A per diem rate of \$100.00 per person, per night will be charged whenever our personnel are required to stay overnight.

Rented equipment, commercial travel, shipping, reproductions, long distance phone calls and/or any outside services performed will be billed at cost plus 15% unless billed directly to and paid by the Client.

Rates quoted above include up to 3 copies of all reports, additional copies will be billed at \$0.50 per page.

Depending upon the condition in which test samples are received, a sample preparation and disposal charge may apply. Standard turnaround time on most laboratory tests is five (5) days. Lab results requested on an accelerated schedule will be charged at 1.5 times the standard rate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2011

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. TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		FAX (A/C, No):	
J19623-PSI-GAWUP-11-12 GAW NA Y		INSURER(S) AFFORDING COVERAGE			
INSURED PROFESSIONAL SERVICE INDUSTRIES, INC. 4703 TIDEWATER AVENUE, SUITE B OAKLAND, CA 94601		INSURER A : Zurich American Insurance Co		NAIC # 16535	
		INSURER B : N/A		N/A	
		INSURER C : N/A		N/A	
		INSURER D : American Zurich Insurance Company		40142	
		INSURER E :			
		INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** CLE-002689779-10 **REVISION NUMBER:** 10

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	GENERAL LIABILITY			GLO 6580471-20	03/01/2011	03/01/2012	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"/> PRO-JECT	<input type="checkbox"/>				<input type="checkbox"/> LOC			\$
A	AUTOMOBILE LIABILITY			BAP 6580472-20	03/01/2011	03/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS						\$			
	<input type="checkbox"/> NON-OWNED AUTOS						\$			
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB						AGGREGATE \$			
	DEDUCTIBLE						\$			
	RETENTION \$						\$			
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 6580421-20 (AOS)	03/01/2011	03/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WC 9302890-09 (MA, WI, HI)	03/01/2011	03/01/2012	E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	<input type="checkbox"/> N / <input checked="" type="checkbox"/> A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 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		CANCELLATION	
OAKLAND UNIFIED SCHOOL DISTRICT ATTN: SUSIE BUTLER-BERKLEY 955 HIGH STREET OAKLAND, CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE of Marsh USA Inc.	

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	INSURER B: N/A	
	INSURER C: N/A	
	INSURER D: American Zurich Insurance Company	
	INSURER E:	
	INSURER F:	
	NAIC #	
	16535	
	N/A	
	N/A	
	40142	

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	<input checked="" type="checkbox"/> CONTRACTUAL					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
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	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
						AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
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	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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CERTIFICATE HOLDER

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT
ATTN: SUSIE BUTLER-BERKLEY
955 HIGH STREET
OAKLAND, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

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Board Office Use: Legislative File Info.	
File ID Number	11-0796
Committee	Facilities
Introduction Date	04-19-2011
Enactment Number	11-0699
Enactment Date	4-27-11 82



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date April 27, 2011

Subject Amendment No. 1, Professional Services Facilities Agreement - Professional Service Industries, Inc. - Hintil KUU Building Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Agreement with Professional Service Industries, Inc. for Testing Services on behalf of the District at - Hintil KUU Building Replacement Project, in an amount not-to exceed \$2,500.00, increasing previous contract amount from \$11,890.00 to a not to exceed amount of \$14,390.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The site specific ground motion analysis was not included in the original geotechnical report scope as it is a new requirement that CGS has implemented for all projects.

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



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

expect Success

This Amendment is entered into between the Oakland Unified School District (OUSD) and Professional Service Industries (PSI). OUSD entered into an Agreement with CONTRACTOR for services on February 10, 2010, and the parties agree to amend that Agreement as follows:

1. Services: The scope of work is unchanged. The scope of work has changed.
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project site specific ground motion analysis for the Hintil KUU CA CDC new building project in accordance with the 2010 CBC.

2. Terms (duration): The term of the contract is unchanged. The term of the contract has changed.
If term is changed: The contract term is extended by an additional Sixteen Months (days/weeks/months), and the amended expiration date is December 31, 2012.

3. Compensation: The contract price is unchanged. The contract price has changed.
If the compensation is changed: The contract price is amended by
 Increase of \$2,500.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is Fourteen thousand, three hundred ninety dollars and no cents (\$14,390.00)

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

Gary Yee, President, Board of Education

Edgar Rakestraw, Jr., Secretary
Board of Education

Timothy White, Assistant Superintendent
Facilities, Planning and Management

CONTRACTOR

Date 4/28/11

Date 4/28/11

Date _____

Contractor Signature
Frank Toss, Dept Mgr
Print Name, Title

3/22/11
Date

File ID Number: 11-0796
Introduction Date: 4-19-11
Enactment Number: 11-0699
Enactment Date: 4-27-11
By: [Signature]

EXHIBIT A Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Professional Service Industries, Inc.

Billing Rate: **Two thousand, five hundred dollars and no cents (\$2,500.00)**

Description of Services to be Provided

_____ will provide a maximum of _____ hours of services at a rate of \$ _____ per hour for a total not to exceed \$ _____.

1. Goals or Objectives

The site specific ground motion analysis was not included in the original geotechnical report scope as it is a new requirement that CGS has implemented for all projects.

2. Description of Services to be Provided

The scope of the project is to add additional work: provide a site specific ground motion analysis for the Hintil KUU Ca CDC new building project in accordance with the 2010 CBC.

3. Deliverables

Evaluation of historic seismicity



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2011

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. TWO LOGAN SQUARE 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: _____		
PRODUCER CUSTOMER ID #: _____		
J19623-PSI-GAWUP-11-12 GAW NA Y	INSURER(S) AFFORDING COVERAGE	
INSURED PROFESSIONAL SERVICE INDUSTRIES, INC. 4703 TIDEWATER AVENUE, SUITE B OAKLAND, CA 94601	INSURER A: Zurich American Insurance Co	NAIC # 16535
	INSURER B: N/A	N/A
	INSURER C: N/A	N/A
	INSURER D: American Zurich Insurance Company	40142
	INSURER E: _____	_____
INSURER F: _____		

COVERAGES	CERTIFICATE NUMBER: CLE-002689779-10	REVISION NUMBER: 10
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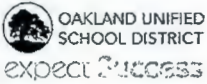
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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		GLO 6580471-20	03/01/2011	03/01/2012	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"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY		BAP 6580472-20	03/01/2011	03/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 6580421-20 (AOS)	03/01/2011	03/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input checked="" type="checkbox"/> N	WC 9302890-09 (MA, WI, HI)	03/01/2011	03/01/2012	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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.
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PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Hintil KUU CDC Building Replacement	Site	Hintil KUU School
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 Service Industries (PSI)	Agency's Contact	Brand Burfield
OUSD Vendor ID #	I004989	Title	Project Manager
Street Address	4703 Tidewater Avenue, Suite B	City	Oakland State CA Zip 94601
Telephone	510-434-9200	Policy Expires	3-1-2012
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 #	07030		

Term			
Date Work Will Begin	04-28-2011	Date Work Will End By (not more than 5 years from start date)	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$14,390.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 2,500.00
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 #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	8409901831	6252	\$ 2,500.00
				\$

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	Charles Love	Phone	510-879-8389 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	3-25-11
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	3-29-11
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	

Board Office Use: Legislative File Info.	
File ID Number	10-0323
Committee	Facilities
Introduction Date	13-16-10
Enactment Number	10-0499
Enactment Date	3-24-10 <i>JS</i>



every student. every classroom. every day.

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
(Signature)
 Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date March 10, 2010

Subject Professional Services Contract - Professional Service Industries - Hintil KUU
 CDC Building Replacement Project

Action Requested Approval by the Board of Education of a Professional Services Agreement with Professional Service Industries for Geotechnical Services on behalf of the District at Hintil KUU CDC Building Replacement Project, in an amount not-to exceed \$11,890.00. The term of this Agreement shall commence on March 11, 2010 and shall conclude no later than ~~July 20, 2011.~~ *August*

Background The purpose of this project is to replace the existing Child Development Center Portables (CDC) with a permanent California High Performance School (CHPS) certified building.

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



OAKLAND UNIFIED
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of a Professional Services Agreement with Professional Service Industries for Geotechnical Services on behalf of the District at Hintil KUU CDC Building Replacement Project, in an amount not-to exceed \$11,890.00. The term of this Agreement shall commence on March 11, 2010 and shall conclude no later than July 20, 2011.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B

Attachments

- Professional Services Contract including scope of work



PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and Professional Service Industries (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on **March 11, 2010**. The work shall be completed no later than **August 20, 2011**.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eleven thousand, eight hundred ninety dollars and no cents (\$11,890.00)**. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - Signed Agreement
 - Workers' Compensation Certification
 - Insurance Certificates and Endorsements
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement *except:* NA
6. **CONTRACTOR Qualifications / Performance of Services.**
 - a. **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
 - b. **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR'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.

7. **Notices/Invoicing:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:
 Name: Timothy White
 Site /Dept.: Facilities Planning and Management
 Address: 955 High Street
Oakland, CA 947601
 Phone: (510)879-3664

CONTRACTOR:
 Name: Brand Burfield
 Title: Project Manager
 Address: 4703 Tidewater Avenue, Suite B
Oakland, CA 94601
 Phone: 510-434-9200

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

Professional Services Contract

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: www.ousd.k12.ca.us
- For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
 - In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 - Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
 - Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.
10. **Insurance:**
- 9.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- 9.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- 9.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.
- 9.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.
- 9.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
- 9.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- 9.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
- 9.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 9.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

9.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

9.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

9.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.

9.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses.

9.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

9.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
 - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
 - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
 - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD 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 OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

17. **Suspension of Work:** District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
18. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
19. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD'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 OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR 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.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **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.
26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
28. **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 given the proper authority and empowered to enter into this Agreement.
29. **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.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Superintendent

3/25/10
Date

CONTRACTOR
[Signature]
Contractor Signature

2/11/10
Date

[Signature]
Secretary,
Board of Education

3/25/10
Date

Frank Ross, Dept. Mgr.
Print Name, Title

[Signature]
Assistant Superintendent,
Department of Facilities Planning and Management

_____ Date

LEGISLATIVE FILE

File ID No. 10-0323
Introduction Date 3/16/10
Enactment No. 10-0499
Enactment Date 3/24/10
By [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Professional Service Industries

Billing Rate: Eleven thousand, eight hundred ninety dollars and no cents (\$11,890.00)

Description of Services to be Provided

The scope of work is to provide Geotechnical Engineering Services to include advancing two (2) soil test boring – one drilled to 20-feet, the second to 50-feet below existing grade or auger refusal. Coordination with USA a minimum of two working days prior to drilling. Provide a subcontract utility location service to verify no private underground utilities at boring locations. Backfill borings with cement grout after completion of drilling. Perform a Detailed Liquefaction Study.

The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

Notice: This page includes two separate forms.

Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Attach proof of general liability and workers' compensation insurance
Contractors with no employees	<ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below.

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.

Check only one of the boxes below.

<input checked="" type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

CONTRACTOR Name: Professional Service Industries, Inc
 Contractor Signature: [Signature] Date: 2/11/10
 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 OUSD prior to performing any Work under this Contract.)

GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

1. Contract is for less than \$15,000
2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name: Professional Service Industries Inc
 Contractor Signature: [Signature] Date: 2/11/10

August 5, 2009

Mr. Kevin Newlon
Project Manager
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: **Proposal for Geotechnical Engineering Services**
Proposed Building Replacement
Hintil Kuu Child Development Center
11850 Campus Drive, Oakland, CA
PSI Proposal No. PO-575-950082

Dear Mr. Newlon:

Per your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for performance of geotechnical engineering services 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 of the existing improvements was provided for our use in preparing this proposal. From our meeting with you, PSI understands that it is proposed to build an approximately 6,000 square foot, single-story replacement structure at the subject site. Other improvements are likely to include utilities, pavements and concrete flatwork.

Details such as expected loading have not been provided, but based on the type of development planned, we expect individual columns and bearing wall loads of approximately 20 kips and 2 klf, 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 near-surface (within 50 feet) bedrock, likely consisting of sandstone and shale. Groundwater depth at the site is unknown, but is expected at greater than 10 feet below existing site grades. The site is not within an Earthquake Fault Zone and is not in an area mapped by the state of California as within a Seismic Hazard Zone for liquefaction or landsliding. Additionally, the site does not appear to be in any geologic hazard zones identified in the Safety Element of the Oakland General Plan.

SITE DESCRIPTION

A reconnaissance of the site to observe the current surface conditions has not been performed at this time. Based on our review of maps and recent aerial photographs, the site is an existing child development center (single structure) located on the north side of the Carl B. Munck Elementary School campus. The school is bordered on the north by the Pinto Ranch Recreation Area, on the south by Campus Drive, on the east by open space and residential properties, and on the west by Redwood Road. Access to the site is from an access roadway that leads through the 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 two (2) soil test borings within the footprint of the proposed new structure. Both of the borings within the proposed footprint will be drilled to 20 feet below existing grade or to practical auger refusal, whichever is shallower. Bedrock is expected to be encountered within the depth explored. If bedrock is not encountered, one of the borings will be extended to a depth of 50 feet below existing grade or to refusal, whichever is shallower. We expect to choose proposed boring locations within the footprint of the proposed structure that appear to be located within asphalt-paved areas. The anticipated total linear feet of drilling is no more than 70 feet. If unsuitable materials are encountered within the planned depths, the borings may need to be extended. Fieldwork is expected to take one working day to complete. A copy of the proposed development plan should be forwarded to our office upon initiation of this contract so that we may begin services.

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 D-1586. Where cohesive soils are encountered, thin walled tube samples may be obtained in accordance with ASTM D-1587.

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 **\$500.00**, 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 all borings with cement grout in accordance with ACPWA permit requirements. The soil cuttings generated during the drilling activities will be spread in unpaved or landscaped areas around the site, or in an alternate location to be chosen by the site contact. Based on our review of aerial photographs, it appears that there are enough areas around the site to accommodate the soil cuttings. As an alternative, if spreading the soils is an unacceptable option, soil generated during the drilling activities can be placed in 55-gallon drums, which will be left on site in a location to be chosen by the site contact. We expect that a volume equivalent to about 3 drums of soil will be generated. At your request, PSI can provide assistance in drum removal. The additional fee for drum removal and proper disposal of the soil cuttings is estimated at **\$300.00** for the first drum and **\$200.00** per each additional drum. This proposal includes an estimated line-item cost (**\$700.00**) for the disposal of the soil. This fee includes transport and proper disposal of non-hazardous soil in drums and a letter from PSI documenting the disposal with a copy of the waste disposal manifest attached.

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 Seismic Hazard Maps.
- California Building Code (CBC) site class and seismic design parameters (CBC, 2007).
- 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.
- 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

- Recommendations pertaining to design and construction of flexible pavements.
- Comments and recommendations relating to other observed geotechnical conditions that could impact the development.

Our report will address whether liquefiable soils are present in our borings, but will not include a detailed laboratory and engineering evaluation of the factor of safety against liquefaction and estimation of dynamic settlement and/or lateral spread due to liquefaction. Based on the likely presence of near-surface bedrock, a detailed evaluation is not thought to be necessary. The additional work to complete a detailed liquefaction study would entail the completion of additional, appropriate testing on selected soil samples and additional engineering analysis. This would be performed only if specific authorization is given by the client. If such an evaluation is deemed necessary by you or the local governing jurisdiction, or if soft, potentially liquefiable soils are encountered within the borings, a detailed liquefaction analysis can be performed at an additional cost of **\$1,500.00**.

The and Geotechnical Engineering and Geologic Hazard 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).

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 20 working days from completion of the fieldwork.

FEES

PSI will perform the described geotechnical study for a lump sum fee of **\$9,190.00**. 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 borings 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: Enrique Riutort, GE
Principal Consultant

Attachments: Confirmation of Authorization
General Conditions



CONFIRMATION OF AUTHORIZATION

**Proposal for Geotechnical Engineering Services
Hintil Kuu Child Development Center
Proposed Replacement Building
11850 Campus Drive, Oakland, California
PSI Proposal No. PO-575-950082**

LUMP SUM BUDGET:

- \$9,190.00 (Geo Engineering / Geo Hazard Study – Initial to Authorize _____)
- \$1,500.00 (Detailed Liquefaction Study – Initial to Authorize _____)
- \$ 500.00 (Private Utility Locator – Initial to Authorize _____)
- \$ 700.00 (Drum Disposal – 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 _____, 2009

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. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other 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 except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner 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.

4. ACCESS TO SITE: Client will arrange and provide such access to the site 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; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and 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 hereunder, 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.

6. 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. PSI has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.

8. PAYMENT: 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 sixty (60) 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.

9. WARRANTY: PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. 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 PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT 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 WITH RESPECT TO 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, 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.

10. INDEMNITY: Subject to the foregoing limitations, PSI agrees 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 arising out of PSI's negligence to the extent of PSI's negligence. 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 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.

11. 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, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.

12. EMPLOYEES/WITNESS FEES: 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. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee within one year following any project through which Client had contact with said employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages without PSI waiving other remedies it may have.

13. 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.

14. 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 as written. 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.

15. 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 herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2009

PRODUCER
Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103
Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

J19623-PSI-GAWUP-09-10 GAW NA Y

INSURERS AFFORDING COVERAGE **NAIC #**

INSURED
PROFESSIONAL SERVICE INDUSTRIES, INC.
4703 TIDEWATER AVENUE, SUITE B
OAKLAND, CA 94601

INSURER A: Zurich American Insurance Co	16535
INSURER B: N/A	N/A
INSURER C: N/A	N/A
INSURER D: American Zurich Insurance Company	40142
INSURER E:	

COVERAGES

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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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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 GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO 6580471-18	03/01/2009	03/01/2010	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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP 6580472-18	03/01/2009	03/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
D	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 6580421-18 (AOS) WC 9302890-07 (MA, WI, HI)	03/01/2009 03/01/2009	03/01/2010 03/01/2010	<input checked="" type="checkbox"/> WC STATU- OTH- TORY LIMITS ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 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 CLE-002483467-02

CANCELLATION

OAKLAND UNIFIED SCHOOL DISTRICT
 ATTN: SUSIE BUTLER-BERKLEY
 955 HIGH STREET
 OAKLAND, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mary Radaszewski
 Mary Radaszewski

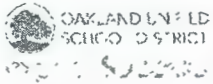
IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Hintil KUU CDC Building Replacement	Site	Hintil CDC
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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 Service Industries	Agency's Contact	Brand Burfield
OUSD Vendor ID #	1004989	Title	Project Manager
Street Address	4703 Tidewater Avenue, Suite B	City	Oakland
Telephone	510-434-9200	State	CA
		Zip	94601
		Policy Expires	3-1-2010
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 #	07028		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Date work will begin	3-11-2010	Date work will end	7-20-2011	Total Contract Amount	\$11,890.00
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Budget Information

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

Requisition Number		Total Contract Amount	\$	
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	8409901880	6252	\$11,890.00
				\$
				\$
				\$
				\$

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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	2-18-10		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	2-18-10		
	Assistant Superintendent, Facilities Planning and Management					
3.	Signature		Date Approved			
	President, Board of Education					
4.	Signature		Date Approved			

AMENDMENT NO. 2 CONTRACT ROUTING FORM

Project Information			
Project Name	Hintil KUU CDC Building Replacement	Site	Hintil KUU School
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 Service 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 Zip 94601
Telephone	510-434-9200	Policy Expires	3-1-2012
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 #	07030		

Term			
Date Work Will Begin	04-28-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$20,295.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 5,905.00
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	8409901831	6252	\$ 5,905.00
				\$

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	Charles Love	Phone	510-879-8389	Fax 510-879-3673
	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	12-14-11	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	12-15-11	
3.	Assistant Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		