

Board Office Use: Legislative File Info.	
File ID Number	13-0825
Committee	Facilities
Introduction Date	5-8-2013
Enactment Number	13-0799
Enactment Date	5/8/13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Thriving Students

## Memo

**To** Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 Timothy White, Associate Superintendent, Facilities Planning and Management  
**Board Meeting Date** May 8, 2013  
**Subject** Amendment No. 1, Independent Consultant Agreement for Professional Services - Testing Engineers - Carter Baseball Scoreboard Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services with Testing Engineers for Testing Services on behalf of the District at Carter Baseball Scoreboard, in an amount not-to exceed \$804.00 increasing previous contract amount from \$3,148.00 to a not to exceed amount of \$3,952.00 and revising the end date from June 13, 2012 through December 31, 2012 to June 30, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The new baseball scoreboard that has been donated by a community group is in the progress of being erected. The district is providing the testing and inspection services. Additional welding inspection is required by Division of State Architect beyond the original scope of work.

**Local Business Participation Percentage** 0.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

**Recommendation**

Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services with Testing Engineers for Testing Services on behalf of the District at Carter Baseball Scoreboard, in an amount not-to exceed \$804.00 increasing previous contract amount from \$3,148.00 to a not to exceed amount of \$3,952.00 and revising the end date from June 13, 2013 through December 31, 2012 to June 30, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Developer Fee Fund 25

**Attachments**

- Independent Contractors Agreement for Professional Services including scope of work



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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 By: EA

FACILITIES PLANNING AND MANAGEMENT

2013 APR 11 P 12:00

**AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Testing Engineers**. OUSD entered into an Agreement with CONTRACTOR for services on **April 8, 2013**, and the parties agree to amend that Agreement as follows:

<p>1. <b>Services:</b>      <input type="checkbox"/> The scope of work is <u>unchanged</u>.      <b>X The scope of work has <u>changed</u>.</b></p> <p><b>If scope of work changed:</b> 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: <b><u>The scope of the project is to provide testing and inspection services due to additional welding inspection as required by the Division of State Architect beyond the original scope of work.</u></b></p>
<p>2. <b>Terms (duration):</b>      <input type="checkbox"/> The term of the contract is <u>unchanged</u>.      <b>X The term of the contract has <u>changed</u>.</b></p> <p><b>If term is changed:</b> The contract term is extended by an additional Six months, and the amended expiration date is June 30, 2013.</p>
<p>3. <b>Compensation:</b>      <input type="checkbox"/> The contract price is <u>unchanged</u>.      <b>X The contract price has <u>changed</u>.</b></p> <p><b>If the compensation is changed:</b> The contract price is amended by</p> <p>    <b>x Increase of \$804.00 to original contract amount</b></p> <p>    <input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <b><u>Three thousand, nine hundred fifty-two dollars and no cents (\$3,952.00)</u></b></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:**

**x 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

CONTRACTOR

David Kakashiba, President,  
Board of Education

5/9/13  
Date

Contractor Signature

4/9/13  
Date

Edgar Rakestraw, Jr., Secretary  
Board of Education

5/9/13  
Date

GARY SANDER PRESIDENT  
Print Name, Title  
955 HIGH STREET  
OAKLAND CA 94600

Timothy White, Associate Superintendent  
Facilities, Planning and Management

\_\_\_\_\_  
Date

2013 APR 12 PM 8 25

FACILITIES PLANNING & MANAGEMENT ACCOUNTING DEPARTMENT

**EXHIBIT "A" Scope of Work**

**Contractor Name:** Testing Engineers, Inc.

**Billing Rate:** Eight hundred four dollars and no cents (\$804.00)

**1. Description of Services to be Provided**

Provide additional testing and inspection services due to additional welding inspection as required by Division of State Architect beyond the original scope of work.

**2. Specific Outcomes:**

Create equitable opportunities for learning and accountable for quality.

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

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

**Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).**

*Susie Butler-Berkley 4-12-2013*

**Susie Butler-Berkley  
Contract Analyst**

**EXHIBIT A**



**TESTING ENGINEERS, INC.**

Quality Assurance Services  
Materials Consulting  
Since 1954

TESTING ENGINEERS, INC.  
COST ESTIMATE  
Carter Middle School Baseball / Softball Field  
4521 Webster St. and 45th St.  
March 22, 2013

DSA File 1-H8  
Application 01-112473

**A. STRUCTURAL AND MISCELLANEOUS STEEL**  
*\*Assumes 3 Welders*

Field Inspection					
No. days:	1	No. hrs:	8	Rate/hr:	88.00
				\$	704.00
<b>SUB-TOTAL</b>				\$	704.00

**C. MISCELLANEOUS**

<b>Revised Affidavit / DSA 292's Forms (Principal Engineer): Required by DSA</b>					
Upon request; please allow 10 working days for affidavit preparation.					
	No. hrs:	1	Rate/ea:	100.00	\$ 100.00
<b>SUB-TOTAL</b>				\$	100.00
<b>TOTAL BASE FEE ESTIMATE</b>				\$	804.00





TERMS AND CONDITIONS

The TERMS AND CONDITIONS stated below will govern the provisions of services and will constitute the contract between Testing Engineers, Inc. (TEI) and our client ("Client") unless the Client and TEI have executed a written contract with respect to such services in which case the terms and provisions of the written contract shall control.

WORKING CONDITIONS AND HOUR: Will be enforced in accordance with TEI's current agreement with the International Union of Operating Engineers, Local 3 (refer to Basis of Charges). Contractor to provide site access to inspection/testing locations. Verification of plumbness/levelness by others.

SCHEDULING: Dispatch for services are to be made a minimum of 24 hours in advance, during the business hours between 7:30 am and 4:00 pm, Monday through Friday. Twenty four (24) hour advance scheduling may not guarantee the availability of a Special Inspector. For specialized tests and inspections, or during seasonal busy periods, scheduling for services may need to be made up to 72 hours in advance.

COORDINATED INSPECTIONS: If TEI or its agents will be performing in-shop inspections of fabrication or assembly, Client understands that TEI may perform coordinated inspections and bill accordingly. Industry standards and governing codes require that continuous inspection mandate a continuous presence in the facility for fabrication or assembly.

COMPACTION TESTING Federal and State regulations require special handling and storage of materials used in compaction testing services. Workday starts at the pick-up location of Nuclear Density Gauge and ends upon returning. Applicable mileage charges apply

CANCELLATION: Two- (2) hour charge unless cancellation is made before 4:00 pm of the preceding day for local inspections within 50 mile radius of TEI's San Leandro facility.

TERMS OF PAYMENT: Upon requesting services from TEI and in consideration of the extension of credit, Client agrees to the following: invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice, and will be subject to a finance charge of 1.5%, per month of the unpaid balance for each month for additional credit and any and all collection expenses incurred thereby. A \$35.00 NSF (Non-Sufficient Funds) charge will be imposed on any and all checks returned by TEI's bank as uncollectible. Furthermore, any and all NSF checks are subject o treble damages up to the amount allowable under California Law (Chapter 522, Section 1719).

TEI reserves the right to terminate its services to Client without notice if any or all invoices are not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against TEI, its subsidiaries, affiliates, servants and agents, for termination of work pursuant to this paragraph.

Should TEI deem it necessary to refer a past-due account to an attorney, or collection agency, or to file suit for collection, Client agrees to pay for any and all actual expenses and costs incurred thereby, including any and all attorney's fees and court costs. Jurisdiction and venue of all such actions and any other actions and any other actions arising from the agreement of the provision of services by TEI shall be in Alameda County, State of California.

ANTICIPATED COSTS: Client recognizes and agrees that any "anticipated costs", budget estimates", or like that may be prepared by TEI are NOT "guaranteed maximums", lump sums", or "not to exceed" totals. Client will be invoiced for all work performed.

INDEMNIFICATION: Client shall indemnify, defend and hold harmless TEI from and against all claims, suites, damages, losses, expenses, costs, obligations, liabilities, recoveries and deficiencies, including, but not limited to, interests, penalties and reasonable attorney's fees that TEI shall incur or suffer, which arise of result from or relate to the breach of, or failure by Client, to perform, any representation, warranty, covenant or agreement given or made by Client as set forth in this Agreement.

LIMITATION OF LIABILITY: Client and TEI agree to limit the liability, including, but not limited liability for consequential damages, of TEI, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions breaches of contract, or negligence, active affirmative, passive, concurrent or solely on the part of TEI, arising directly or indirectly from the performance of the professional services under this Agreement of TEI to \$1,000 or an amount equal to TEI's invoiced fee to client, whichever is smaller.

DOMINANT TERMS: The terms and conditions of this Agreement shall take precedence over any terms and conditions which may appear in Clients purchase order, approval of acceptance. (Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the Agreement between TEI and Client and are not bind upon TEI). The terms and conditions of this Agreement may not be altered, modified, added on or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of Testing Engineers, Inc.

Notwithstanding, any provisions in the agreement in the event of conflict or dispute between Client's purchase order or contract and this Agreement the latter shall prevail.





**BASIS OF CHARGES**

Fees for tests and inspection include cost of technician, professional reports and engineering supervision. Engineering services other than supervisory will be charged at applicable rates. Inspection services are charged portal to portal from dispatch location and may be subject to mileage charges. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request.

The proposed fee rates will be in effect through June 30, 2013. After that date, the unit rates are subject to an annual increase of seven percent (5%) per year.

**REPORT DISTRIBUTION**

Fees for additional distribution (other than standard distribution of 4) will be charged \$25.00 each set-up.

**MINIMUM HOURLY CHARGES -- INSPECTION**

Technician personnel are members of the Operating Engineers Union (AFL-CIO) Local No. 3 and the following minimum charges are contractual commitments:

- One-half day or less ..... 4 hours
- Over one-half day ..... 8 hours
- Show-up time (no inspection performed) ..... 2 hours

**WORKING HOURS AND PREMIUM TIME**

Regular workday is the first 8 hours starting 4:00 a.m. and 2:00 p.m. Monday through Friday. Premium time is as follows:

- Overtime, weekdays and Saturdays (first 8 hours) ..... Applicable rate x 1.5
- Overtime, Saturdays (over 8 hours) and Sundays (first 8 hours) ..... Applicable rate x 2.0
- Overtime, Sundays (over 8 hours) and Holidays ..... Applicable rate x 2.5
- Shift differential, swing, and graveyard, starting before 4:00 a.m. and after 2:00 p.m. .... \$12.00 per hour

**MISCELLANEOUS CHARGES**

- Parking Fees and Bridge Tolls ..... At Cost
- Air Travel Subsistence, Outside Services ..... Cost plus 20%
- Mileage, per mile (Outside 25 Mile Radius) ..... \$0.75
- \*File / Archive Retrieval, Per File ..... \$150.00

*\*Files that are more than 1 year old will be subject to this fee.*

**TESTS**

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be furnished upon request. There will be a minimum charge of \$150.00 for any test and report. (Establishing initial project file).

**Rush Testing** add 25%. Rush only guarantees that your project will be given top priority.

**Dedicated Rush Testing** only on a case by case basis after consultation with a lab manager. With this level of service you receive a dedicated technician who will perform the testing as fast as the testing protocol allows.

**FINAL REPORT OR AFFIDAVITS**

There is an additional charge for a Final Letter (required by most city and county building inspection departments), or an Affidavit (required by DSA and OSHPD) for schools and hospitals.



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
3/29/13

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME:		
	PHONE (A/C, No, Ext): <b>925-934-8500</b>	FAX (A/C, No): <b>925-934-8278</b>	
EMAIL ADDRESS:			
<b>INSURED</b> Testing Engineers, Inc. Attn: Ben Ong 2811 Teagarden Street San Leandro, CA 94577	<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A:	Travelers Indemnity Co. of CT	25682
	INSURER B:	Travelers Property Casualty Co. of America	25674
	INSURER C:	US Specialty Insurance Co.	
	INSURER D:		
	INSURER E:		

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

THIS IS TO CERTIFY THAT 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 L LIABILITY	X		6801479R044	07/15/12	07/15/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						\$	
B	AUTOMOBILE LIABILITY	X		BA1479R07A	07/30/12	07/30/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						SCHEDULED AUTOS	
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	
UMBRELLA LIAB							EACH OCCURRENCE	\$
EXCESS LIAB							AGGREGATE	\$
DED      RETENTION \$								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		UB3437T498	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)							
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			USS1223130	07/15/12	07/15/13	Limit:	\$1,000,000 EA CLAIM
							Aggregate	\$2,000,000
							Deductible	\$35,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Project #07142, Carter Baseball Scoreboard Project.  
 Oakland Unified School District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named as additional insured on General Liability and Automobile policies if required by written contract per the attached endorsements. Such insurance is primary and non-contributory as required by written contract.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. BROAD FORM NAMED INSURED</b></p> <p><b>B. BLANKET ADDITIONAL INSURED</b></p> <p><b>C. EMPLOYEE HIRED AUTO</b></p> <p><b>D. EMPLOYEES AS INSURED</b></p> <p><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></p> <p><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></p> | <p><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></p> <p><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> <p><b>J. PERSONAL EFFECTS</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> <p><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></p> |
|--|---|

### **PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2), of SECTION II – LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4), of SECTION II – LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

**e.** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;**

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,**

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

## COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

#### 5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HEFFERNAN INSURANCE BROKERS  
1350 CARLBACK AVE.  
WALNUT CREEK, CA 94596

OAKLAND UNIFIED SCHOOL DISTRICT  
ATTN: TADASHI NAKADEGAWA  
955 HIGH ST  
OAKLAND CA 94601-4404



## AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
<b>Project Name</b>	Carter Baseball Scoreboard	<b>Site</b>	Carter
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	Testing Engineers	Agency's Contact	Michael Parker
OUSD Vendor ID #	F060327	Title	Project Manager
Street Address	2811 Teagarden Street	City	San Leandro State CA Zip 94577
Telephone	510-835-3142	Policy Expires	7-15-2013
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 #	07142		

Term			
Date Work Will Begin	6-13-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 3,952.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 804.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
0000	Developer Fee	3539000890	6265	\$804.00

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	510-535-7081	Fax 510-535-7082
	Capital Program Contract & Accounting Manager				
	Signature			Date Approved	4-12-13
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	4-17-13
3.	Associate Superintendent, Facilities Planning and Management				
	Signature			Date Approved	
4.	President, Board of Education				
	Signature			Date Approved	



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	12-1439
Committee	Facilities
Introduction Date	6-13-2012
Enactment Number	12-1607
Enactment Date	6-13-12



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

To Board of Education

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

Board Meeting Date June 13, 2012

Subject Independent Consultant Agreement for Professional Services - Testing Engineers - Carter Baseball Scoreboard Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Testing Engineers for Testing services on behalf of the District at Carter Baseball Scoreboard project, in an amount not-to exceed \$3,148.00. The term of this Agreement shall commence on June 13, 2012 and shall conclude no later than December 31, 2012.

**Background** A new baseball scoreboard has been donated by a community group. The District's contribution toward this project includes but not limited to providing testing and inspection services for the erection of the scoreboard as required by Division of State Architect.

**Local Business Participation Percentage** 0.00%

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

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



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

**Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Testing Engineers for Testing services on behalf of the District at Carter Baseball Scoreboard project, in an amount not-to exceed \$3,148.00. The term of this Agreement shall commence on June 13, 2012 and shall conclude no later than December 31, 2012.

**Fiscal Impact**

Fund 25

**Attachments**

- Independent Consultant Agreement including scope of work

2012 MAY 24 A 10:08

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
(CONSTRUCTION RELATED)**

**CARTER BASEBALL SCOREBOARD PROJECT**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 30th day of April, 2012 by and between the Oakland Unified School District, Oakland, California ("District") and Testing Engineers ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

**The scope of the project is to provide testing and inspection services per attached Proposal from Testing Engineers, Inc. dated April 3, 2012. The amount of \$3,148 is a not to exceed amount.**

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Three thousand, one hundred forty-eight dollars and no cents (\$3,148.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and

act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.

8. **Performance of Services.**

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

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

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

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

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of

Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. Termination.

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 12.3.1. material violation of this Agreement by the Consultant; or
  - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers,

employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

**14. Insurance.**

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

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

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

**14.1.2. Workers' Compensation and Employers' Liability Insurance.**

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

**14.1.3. Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

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

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the

District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation

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

21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant 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. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)
23. **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.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as



follows:

**District:**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
ATTN: **Tadashi Nakadegawa,**  
**Director of Facilities**

**Consultant:**

Michael Parker  
Testing Engineers  
2811 Teagarden Street  
San Leandro, CA 94577

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

**28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

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

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

**37. 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.

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jody London  
Jody London, President, Board of Education

Date: 6/14/12

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 6/14/12

Timothy White  
Timothy White, Associate Superintendent Facilities Planning and Management

Date:         

**TESTING ENGINEERS**

GARY SNYDER  
GARY SNYDER, PRESIDENT

5/21/12

**APPROVED AS TO FORM:**

Catherine Boskoff  
Catherine Boskoff, Facilities Counsel

Date: 5.30.12

**LEGISLATIVE FILE**  
File ID Number 12-1439  
Introduction Date 6-13-12  
Enactment Number 12-1607  
Enactment Date 6-13-12 *BG*

**Information regarding Consultant:**

Consultant: TESTING ENGINEERS, INC. 95-1786798 :  
License No.: N/A Employer Identification and/or Social Security Number  
Address: 2811 TEAGARDEN STREET  
SAN LUIS OBISPO, CA 94577  
Telephone: (570) 835-3142  
Facsimile: (570) 834-3777  
E-Mail: TESTING-ENGINEERS.COM

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: CALIFORNIA  
 Limited Liability Company  
 Other: \_\_\_\_\_

**NOTE:** Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. 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 his employees.


I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 5/21/12  
Proper Name of Consultant: TESTING ENGINEERS, INC  
Signature: [Signature]  
Print Name: GARY SNYDER  
Title: PRESIDENT

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**DRUG/SMOKE-FREE WORKPLACE CERTIFICATION**

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: 5/21/12  
Proper Name of Consultant: TESTING ENGINEERS, INC  
Signature:   
Print Name: GARY SNYDER  
Title: PRESIDENT

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: DAVE CHIPPERO

Title: SPECIAL INSPECTIONS MGR.

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: 5/21/12

Proper Name of Consultant: TESTING ENGINEERS, INC

Signature: 

Print Name: GARY SNYDER

Title: PRESIDENT

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is not made part of this Agreement.

**(SEE ATTACHED PROPOSAL OF SERVICES)**





# TESTING ENGINEERS, INC.

Quality Assurance Services  
Materials Consulting  
Since 1954

TESTING ENGINEERS, INC.  
COST ESTIMATE  
Carter Middle School Baseball / Softball Field  
4521 Webster St. and 45th St.  
April 3, 2012

DSA File 1-II8  
Application 01-112473

## A. REINFORCING STEEL (If Needed)

Rebar Placement Inspection <b>Performed By IOR</b>				
No. days:	No. hrs:	Rate/hr:	88.00	\$
Sample & Test bar steel				
No. days: 2	No. hrs: 8	Rate/hr:	88.00	\$ 704.00
Tensile and Bend Testing				
No. ea: 4		Rate/ca:	90.00	\$ 360.00
<b>SUB-TOTAL</b>			<b>\$</b>	<b>1,064.00</b>

## B. CONCRETE - Cast-in-Place

Mix Design Review (please allow 3 working days lead time for review)				
No. ea: 1		Rate/hr:	200.00	\$ 200.00
Periodic Batch Plant				
No. days: 1	No. hrs: 4	Rate/hr:	88.00	\$ 352.00
Concrete Placement				
No. days: 1	No. hrs: 4	Rate/hr:	88.00	\$ 352.00
Cylinder Compression Tests (1 set of 4 per 50 cubic yards, average)				
No. ea: 4		Rate/ca:	32.00	\$ 128.00
Pick Up of Samples				
No. trips: 1		Rate/ea:	88.00	\$ 88.00
<b>SUB-TOTAL</b>			<b>\$</b>	<b>1,120.00</b>

## C. STRUCTURAL AND MISCELLANEOUS STEEL

\*Assumes 3 Welders

Welding Procedures Submittal ( <b>Performed by Others</b> )				
No. hrs:		Rate/hr:	200.00	\$ 0.00
Material ID ( <b>Performed by Others</b> )				
No. days:	No. hrs:	Rate/hr:	88.00	\$ 0.00
Shop Inspection ( <b>Performed by Others</b> )				
No. days:	No. hrs:	Rate/hr:	88.00	\$ 0.00
Field Inspection				
No. days: 1	No. hrs: 4	Rate/hr:	88.00	\$ 352.00
Ultra Sonic Testing of Welds (Includes Equipment Charge)				
No. days: 1	No. hrs: 4	Rate/hr:	103.00	\$ 412.00
<b>SUB-TOTAL</b>			<b>\$</b>	<b>764.00</b>

## D. MISCELLANEOUS

Affidavit / DSA 292's Forms (Principal Engineer): Required by DSA Upon request; please allow 10 working days for affidavit preparation.				
No. hrs: 1		Rate/ca:	200.00	\$ 200.00
<b>SUB-TOTAL</b>			<b>\$</b>	<b>200.00</b>

**TOTAL BASE FEE ESTIMATE \$ 3,148.00**

NTE

### Exclusions:

- Material ID
- Shop Welding Inspection
- WPS Review

Corporate Office – 2811 Teagarden Street – San Leandro, California 94577 – (510) 835-3142 – FAX (510) 834-3777  
www.Testing-Engineers.com





Division of the  
**State Architect**  
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM **DSA-103** rev 5/11

**Statement of Structural Tests and Special Inspections**

2010 CBC

INCREMENT #

DSA File No.:

1-H8

Application No.:

01.112473

Date Submitted:

Revised:

Revised:

**CARTER MIDDLE SCHOOL**

School Name	<del>Lincoln</del> Baseball Field	District	Oakland Unified School District
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**IMPORTANT:** This form is only a summary list of structural tests and special inspections required for the project. The actual tests and inspections must be performed as detailed on the DSA approved documents. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A.

**NOTE:** This form is also available for projects submitted for review under the 2007 CBC.

**INSTRUCTIONS:** Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. An "X" before a listed test or inspection indicates it is a mandatory requirement. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. **Note:** A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "COMPILE" button to show only the tests finally selected. For more information on use of this form, see DSA-103.INSTR.

Note: All references to the California Building Code (CBC) are to the 2010 edition.

REQUIRED	TEST OR SPECIAL INSPECTION	TYPE <sup>1</sup>	PERFORMED BY <sup>2</sup>	CODE REFERENCE AND NOTES
<b>+</b>	<b>SOILS</b>			
<b>-</b>	<b>CONCRETE</b>			Table 1704A.4
<b>-</b>	<b>7. CAST IN PLACE CONCRETE</b>			
	Material Verification and Testing:			
<b>X</b>	a. Verify use of required design mix.	Periodic	SI & PI*	* To be performed by batch-plant special inspector and project inspector.
<b>X</b>	c. Perform slump, temperature, and (where required) air content tests.	Test	Lab	ASTM C172, ASTM C31.
<b>X</b>	d. Test concrete (compression).	Test	Lab	1905A.6 (1905.6 <sup>1</sup> ), ASTM C39.
	Inspection:			
<b>X</b>	f. Inspect placement of formwork, reinforcing steel, embedded items and concrete. Inspect curing and form removal.	Continuous	PI*	* May be performed by a special inspector when specifically approved by DSA.
<b>+</b>	<b>MASONRY</b>			Table 1704A.5.3
<b>-</b>	<b>STEEL</b>			Table 1704A.3
<b>-</b>	<b>17. STRUCTURAL STEEL AND COLD-FORMED STEEL USED FOR STRUCTURAL PURPOSES</b>			
	Material Verification:			
<b>X</b>	a. Verify that all materials are appropriately marked and that: • Mill certificates indicate material properties that comply with requirements, • Material sizes, types and grades comply with requirements.	Periodic	.	* By special inspector when performed off-site; by project inspector for steel shipped directly to project site without welding or fabrication.
<b>X</b>	b. Test unidentified materials	Test	Lab	2203A.1 (2203.1 <sup>1</sup> ), ASTM A370.
	Inspection:			



Division of the  
**State Architect**  
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM **DSA-103** rev 5/11

**Statement of Structural Tests  
and Special Inspections**

2010 CBC

INCREMENT #

DSA File No.:

Application No.:

Date Submitted:

Revised:

Revised:

X	d. Verify member locations, bracing and all details constructed in the field.	Continuous	PI	
X	e. Verify stiffener locations, connection tab locations and all construction details fabricated in the shop.	Periodic	SI	
-	<b>19. WELDING:</b>			DSA IR 17-3, AWS D1.1 and AWS D1.8 (AWS D1.3 for cold formed steel).
	<b>Verification of Materials, Equipment, Welders, etc:</b>			
X	a. Verify weld filler material identification markings per AWS designation listed on the DSA approved documents and the WPS.	Periodic	SI	
X	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	
X	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	See DSA IR 17-3.
-	<b>19.1 SHOP WELDING:</b>			
X	b. Inspect single-pass fillet welds $\leq 5/16"$	Periodic	SI	Per AISC 360 (and AISC 341 as applicable). See DSA IR 17-3.
-	<b>19.2 FIELD WELDING:</b>			
X	b. Inspect single-pass fillet welds $\leq 5/16"$	Periodic	SI	Per AISC 360 (and AISC 341 as applicable). See DSA IR 17-3.
+	<b>WOOD</b>			
+	<b>OTHER</b>			Section 1704A.15

DSA-103  
(rev 11-07-11)

+ In the CODE REFERENCE AND NOTES column indicates DSA-SS/CC sections that can be used by community colleges, per 2010 CBC Sec. 1.9.2.2.



Division of the  
**State Architect**  
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM **DSA-103** rev 5/11

**Statement of Structural Tests  
and Special Inspections**

2010 CBC

INCREMENT #

DSA File No.:

Application No.:

Date Submitted:

Revised:

Revised:

- 1 All Structural Testing: Laboratory Verified Report - Form DSA-291
- 2 Shop Welding Inspection: Special Inspection Verified Report - Form DSA-292
- 3 Field Welding Inspection: Special Inspection Verified Report - Form DSA-292

**KEY to Columns**

1 Type -	2 Performed By -
Continuous - Indicates that a continuous special inspection is required	GE - Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative
Periodic - Indicates that a periodic special inspection is required	Lab - Indicates that the test is to be performed by a testing laboratory accepted in the DSA laboratory Evaluation and Acceptance (LEA) Program
Test - Indicates that a test is required	PI - Indicates that the special inspection is to be performed by the project inspector
	SI - Indicates that the special inspection is to be performed by a special inspector
(Note: The difference between "tests" and "special inspections" is addressed in IR 17-4)	(Note that reassignment of responsibility is permitted only with the written approval of DSA)

**COMPILE**

**PRINT**

**Kam Wing Yan**

Name of Architect or Engineer in general responsible charge

Name of Structural Engineer (When structural design has been delegated)

*Kam Wing Yan*  
Signature of Architect or Structural Engineer

December 19, 2011

date

Architect or Structural  
Engineer Stamp

IDENTIFICATION STAMP  
DIV OF THE STATE ARCHITECT  
APP. # 61-112473  
AC N/A F/LS N/A SS CHK  
DATE 3/15/12

DOCUMENTS REQUIRED FOR PROJECT CERTIFICATION- ORS-6

Project Name: CARTER MIDDLE SCHOOL BASEBALL/SOFTBALL FIELD SCORE BOARD.

File No.: 1-48 Application No.: 112473 Name of A/E: KAM YAN.

Douglas Deng, CKC 3/15/12

Project Information

Req'd	Received	Not Received	Item	Comments
X			Form DSA-5 (Project/Site)	For Project/Site Inspector(s)
			Form DSA-5 (In-Plant)	For Relocatable Buildings Only
X			Form DSA-102	Contract Information

Final Verified Report (Form DSA-6A/E)

Req'd	Received	Not Received	Final Verified Reports (Form DSA-6 A/E)	Comments
			Architect	
X			Structural Engineer	
			Mechanical Engineer	
			Electrical Engineer	

Final Verified Report (Form DSA-6)

Req'd	Received	Not Received	Final Verified Reports (Form DSA-6)	Comments
X			Project/Site Inspector(s)	
X			Contractor	From Each Contractor
			In-Plant Inspector	For Relocatable Building Only
			Special Inspector(s)	

Other Final Verified Reports/Affidavits

Req'd	Received	Not Received	Final Verified Reports/Affidavits	Comments
			Laboratory (Form DSA-291)	Signed by LEA Lab Professional Engineer
✓			Shop Welding & Fabrication (Form DSA-292)	Signed by AWS/CWI Welding Inspector
✓			Field Welding (Form DSA-292)	Signed by AWS/CWI Welding Inspector
			High Strength Bolt Installation (Form DSA-292)	
			Glulam Fabrication (Form DSA-292)	
			Manufactured Trusses	
			Masonry Inspection (Form DSA-292)	
			Engineered Fill (Form DSA-293)	Signed by Geotechnical Engineer
			Drilled Pier Soil Inspection (Form DSA-293)	Signed by Geotechnical Engineer
			Bleacher Fabrication	
			Other:	
			Other:	

Other Documents

Req'd	Received	Not Received	Items	Comments
			Further Fees	See Attached Invoice
X			Notice of Completion	Signed by School District/Owner
			Automatic Sprinkler System D.A.	Deferred Approval Item
			Fire Suppression System D.A.	Deferred Approval Item
			Skylights D.A.	Deferred Approval Item
			Bleachers D.A.	Deferred Approval Item
			Change Orders:	
			Form DSA-102 For all fees and/or reimbursable charges paid to the Construction Managers	
			Test Reports: <input type="checkbox"/> Expansion Anchors, <input type="checkbox"/> Grouted Anchors, <input type="checkbox"/> Adhesive Anchors	
			Electrical Grounding Test Report	
			Checklist for Site Inspector of Relocatable Bldgs.	
			Record Set of Drawings and Specifications approved by DSA during plan check but were not copied to DSA	
			Other:	
			Other:	
			Other:	

Signature of A/E: 

Date: 3-15-2012

For 90 Day Letter Preparation By: \_\_\_\_\_

Date: \_\_\_\_\_



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

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE – GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>J. PERSONAL EFFECTS</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> <p>N. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|---|--|

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

### 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Carter Baseball Scoreboard	Site	Carter
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	Testing Engineers	Agency's Contact	Michael Parker				
OUSD Vendor ID #	F060327	Title	Project Manager				
Street Address	2811 Teagarden Street	City	San Leandro	State	CA	Zip	94577
Telephone	510-835-3142	Policy Expires	+ - 30 - 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 #	07142						

Term			
Date Work Will Begin	6-13-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$3,148.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
2525	Fund 25	3539000890	6265	\$3,148.00

Approval and Routing (in order of approval steps)					
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>					
	Division Head	Charles Love	Phone	510-535-7081	Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager				
	Signature	Date Approved	5-29-12		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	5-31-12		
3.	Associate Superintendent, Facilities Planning and Management				
	Signature	Date Approved			
4.	President, Board of Education				
	Signature	Date Approved			