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Enactment Number	11-2226
Enactment Date	10-12-11



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

To Board of Education

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

Board Meeting Date October 12, 2011

Subject Amendment No. 2, Professional Services Facilities Contract -  
Martin Ron & Associates - Chabot New Classroom Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with Martin Ron & Associates for Surveying Services on behalf of the District at Chabot New Classroom, in an amount not-to exceed \$3,400.00 increasing previous contract amount from \$84,600.00 to a not to exceed amount of \$88,000.00 and revising the end date from February 12, 2007 through January 31, 2008 to December 31, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** A Record of Survey must be submitted to the County of Alameda as required by Article 5, Section 8762 of the Business and Professions Code and Land Surveyors Act.

**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. 2, Professional Services Facilities Contract with Martin Ron & Associates for Surveying Services on behalf of the District at Chabot New Classroom, in an amount not-to exceed \$3,400.00 increasing previous contract amount from \$84,600.00 to a not to exceed amount of \$88,000.00 and revising the end date from February 12, 2007 through January 31, 2008 to December 31, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

The funding source for this project is Revenue: 9299, 9399 and 9499.

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

1069901831-6215

## AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Martin Ron & Associates**. OUSD entered into an Agreement with CONTRACTOR for services on **February 12, 2007**, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
	<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> The CONTRACTOR agrees to provide the following amended services: <b><u>The scope of the project is to prepare and submit a Record of Survey to the County of Alameda for the Chabot Elementary School site.</u></b>	
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
	<b>If term is changed:</b> The contract term is extended by an additional <b>3 years (days/weeks/months)</b> , and the amended expiration date is <b>December 31, 2011</b> .	
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
	<b>If the compensation is changed:</b> The contract price is amended by <input checked="" type="checkbox"/> <b>Increase of \$3,400.00 to original contract amount</b> <input type="checkbox"/> Decrease of \$_____ to original contract amount and the new contract total is <b>Eighty-eight thousand dollars and no cents dollars (\$88,000.00)</b> .	

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

5. **Amendment History:**

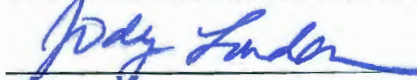
There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	3-26-2008	Whereas, additional topographic and utility survey including but not limited to locating finish floor elevations of existing building, locate offsite fire hydrants and add locations of utility lines furnished by others per a District requested change.	\$3,400.00

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.

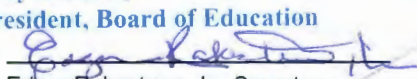
**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

  
 Jody London,  
 President, Board of Education

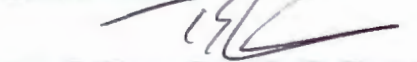
10/13/11  
 Date

  
 Contractor Signature 9-13-11  
 Date

  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

10/13/11  
 Date  
 Date

Bruce Gowdy, Project Manager  
 Print Name, Title

  
 Timothy White, Assistant Superintendent  
 Facilities, Planning and Management

10/13/11  
 Date

15 P 2:48  
 DEPARTMENT  
 GEMENT  
 PLANNING  
 STREET  
 .CA 94601

2011 SEP 15 A 10:04  
 FACILITIES PLANNING  
 AND MANAGEMENT

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

**SCOPE OF WORK**

**Contractor Name: Martin Ron & Associates**

Billing Rate: **Three thousand, four hundred dollars and no cents (\$3,400.00)**

**Description of Services to be Provided**

- 1. Goals or Objectives**  
Prepare a Record of Survey
  - 2. Description of Services to be Provided**  
The scope of the project is to prepare and submit a Record of Survey to the County of Alameda for the Chabot Elementary School site.
  - 3. Deliverables**  
Record of Survey.
-



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: AU

DATE (MM/DD/YYYY)

09/13/11

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

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

PRODUCER CCI Financial & Ins. Solutions License #0381524 P. O. Box 5076 San Ramon, CA 94583-1328 Bruce A. Ricci	925-866-7050	CONTACT NAME:	
	925-866-8275	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	MARTI-4
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Martin M. Ron Associates, Inc. 859 Harrison Street, Ste 200 San Francisco, CA 94107	INSURER A: Continental Casualty Company		20443
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	4018129491	03/28/11	03/28/12	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1/2
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO		4018129510	03/28/11	03/28/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS					\$
						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		4018132567	03/28/11	03/28/12	EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTH-ER
A	Prof Liability		LSA004316868	03/28/11	03/28/12	Ea Occur 1,000,000 Aggregate 1,000,000

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

Oakland Unified School District and its directors, officers, employees, agents and representatives are named as additional insured per the attached endorsement.

## CERTIFICATE HOLDER

OAKSCHD

Oakland Unified School  
District  
955 High St  
Oakland, CA 94601

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

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

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

**&**

**BLANKET WAIVER OF SUBROGATION**

**Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
    - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
  5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
    - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:  
An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this.

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insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**D. OTHER INSURANCE (Section H. 2. & 3.)** of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured (b) amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.)** of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:



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1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but
- Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. Additional Insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

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

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations

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performed by or for such additional insured.

**f. Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

**3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

**4. LEGAL LIABILITY – DAMAGE TO PREMISES**

- A.** Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k. Damage To Property**, is replaced by the following:

**k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C.** The first Paragraph under item **5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

#### **5. Broad Knowledge of Occurrence**

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
- (1) You or any additional insured that is an individual;
  - (2) Any partner, if you or an additional insured is a partnership;
  - (3) Any manager, if you or an additional insured is a limited liability company;
  - (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
  - (5) Any trustee, if you or an additional insured is a trust, or
  - (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

#### **6. Bodily Injury**

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

#### **7. Expanded Personal and Advertising Injury Definition**

The following is added to **Section F. Liability and Medical Expenses Definitions**, item **14. Personal and Advertising Injury**, in the **Businessowners General Liability Coverage Form**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
1. Not done intentionally by or at the direction of:
    - a.** The insured; or
    - b.** Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
  2. Not directly or indirectly related to the employment, prospective employment, past employment or

Policy #4018129491

termination of employment of any person or person by any insured.

**B.** The following is added to Exclusions, **Section B.:**

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- C.** This provision (**Expanded Personal and Advertising Injury**) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, **Expanded Personal and Advertising Injury Coverage** does not apply to policies issued in the states of New York or Ohio.
- D.** This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-14-2011

GROUP: 000541  
POLICY NUMBER: 0000721-2010  
CERTIFICATE ID: 554  
CERTIFICATE EXPIRES: 03-28-2012  
03-28-2011/03-28-2012

OAKLAND UNIFIED SCHOOL DISTRICT  
955 HIGH ST  
OAKLAND CA 94601-4404

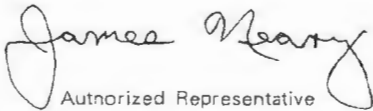
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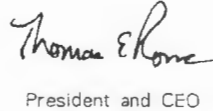
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
Authorized Representative

  
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-07-2011 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-03-28 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: OAKLAND UNIFIED SCHOOL DISTRICT

EMPLOYER

MARTIN M. RON ASSOCIATES, INC.  
859 HARRISON ST STE-200  
SAN FRANCISCO CA 94107

NB

[B19,NB]

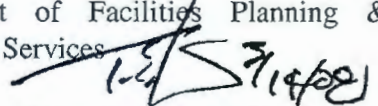
PRINTED : 09-14-2011

**LEGISLATIVE FILE**

File ID No. 08-0634  
Introduction Date 3-17-08  
Enactment No. 08-0507  
Enactment Date 3-26-08  
By Ra

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the State Administrator  
March 26, 2008

To: Vincent Matthews, Interim State Administrator for the Oakland Unified School District, and the Board of Education

From: Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: **Amendment No. 1 to Agreement for Professional Services with Martin Ron Associates, Inc. for additional Surveying and Mapping Services for the Chabot Elementary School Portable Replacement Project, in an additional amount not to exceed \$4,700.00, increasing previous contract amount from \$79,000.00 to a not to exceed amount of \$83,700.00 and revising the end date from April 30, 2007 to January 31, 2008.**

**ACTION REQUESTED**

Approve and authorize Amendment No. 1 with Martin Ron Associates, Inc. for Additional Surveying and Mapping Services for the Chabot Elementary School Portable Replacement Project, increasing the contract by a not to exceed amount of \$4,700.00, increasing previous contract amount from \$79,000.00 to a not to exceed amount of \$83,700.00 and revising the end date from April 30, 2007 to January 31, 2008. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**BACKGROUND**

This project replaces old portables that has completed their useful life with some classrooms that were installed 1934. This project provides new classrooms for the students and staff and will enhance the learning environment and provide structurally safe buildings for the students, staff and visitors.

**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.

### **DISCUSSION**

The scope of the project is to provide additional topographic and utility survey including but not limited to locating finish floor elevations of existing building, locate offsite fire hydrants and add location of utility lines furnished by others at the Chabot Elementary School site.

### **FISCAL IMPACT**

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

### **RECOMMENDATION**

Approve and authorize Amendment No. 1 with Martin Ron Associates, Inc. for Additional Surveying and Mapping Services for the Chabot Elementary School Portable Replacement Project, increasing the contract by a not to exceed amount of \$4,700.00, increasing previous contract amount from \$79,000.00 to a not to exceed amount of \$83,700.00 and revising the end date from April 30, 2007 to January 31, 2008. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 1069901830-6262

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**Martin Ron Associates, Inc.**

**FOR**

**Additional Services for the  
Chabot Portable Replacement Project**

**Project Number: 06001**

---

**OAKLAND UNIFIED SCHOOL DISTRICT**

**December 28, 2007**



AMENDMENT NO.1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT AND MARTIN RON ASSOCIATES, INC.  
DATED FEBRUARY 12, 2007

This 1<sup>st</sup> Amendment is entered into this 28th day of December, 2007 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND MARTIN RON ASSOCIATES, INC. ("CONSULTANT") for the Chabot Portable Replacement.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional surveying and mapping services provided by CONSULTANT. Whereas, additional topographic and utility survey including but not limited to locating finish floor elevations of existing building, locate offsite fire hydrants and add locations of utility lines furnished by others per a District requested change.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

*Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for additional costs:*

*To provide additional topographic and utility survey.*

II. COMPENSATION

*Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional topographic and utility services for the Chabot Elementary School Portable Replacement Project. The present fee of \$79,000.00 is hereby increased by a not-to-exceed amount of \$4,700.00 for a new total contract amount of \$83,700.00.*

III. PROJECT SCHEDULE

*Appendix C is hereby modified to extend the end date from April 30, 2007 to January 31, 2008.*

All remaining portions of the agreement shall remain in full force and effect as originally stated.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its State Administrator, who is authorized to do so, has executed this Agreement.

CONSULTANT: Martin Ron Associates, Inc.

By: 

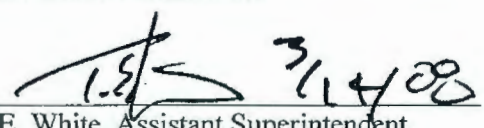
Dated: 2-27-08

Title: John Moore  
**Survey Coordinator**

OAKLAND UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Vincent Matthews, Interim State Administrator  
The Interim State Administrator

Dated: \_\_\_\_\_

By:  3/14/08  
Timothy E. White, Assistant Superintendent,  
Division of Facilities, Planning & Management,  
Buildings and Grounds and Custodial Services

Dated: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Cate Boskoff, Facilities Counsel

Dated: 3-11-08

Attachments: Agreement for Professional Services with Martin Ron Associates, Inc. dated February 12, 2007

Consultant: Martin Ron Associates, Inc.  
School: Chabot Elementary School  
Funding: General Obligation Bond-Measure B

# ROUTING FORM

**Chabot ES Portable  
Replacement-Amend 1**

Check contract title:  Professional Services Contract  Amendment to PCS

**This Form is NOT a Contract.** Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information			
Contractor Name	Martin Ron Associates, Inc.		Contractor's Contact Person
Street Address	859 Harrison Street, Suite 200		John Moore
City	San Francisco	Title	Project Manager
State	CA	Telephone	415-453-4500
Zip Code	94107	Vendor #	
Tax ID/Soc Sec #		OUSD Project #	06001
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	February 12, 2007	Date Work Will End By <small>(not more than 5 years from start date)</small>	January 31, 2008

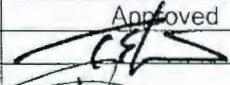
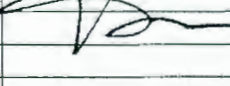
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$83,700.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 4,700.00
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #						Object				Amount					
				Site		Program		F	Unique										
2	1	2	2	1	0	6	9	9	0	1	8	3	0	-	6	2	6	2	\$4,700.00
\$																			

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services							
Grade Level (s)	Students	Teachers	Parents				
Administrators	Others (Please Specify)						

OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.k12.ca.us
Telephone	510-879-2962	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			3/14/08
Program Manager			2/25/08
Contract Services			
FCMAT Fiscal Advisors			
State Administrator			
<i>Additional approvals may be needed if contract amount is greater than \$59,600</i>			
Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

**Contract Office Use Only**

Dates of Clearance Submitted by: \_\_\_\_\_ Email Address \_\_\_\_\_  
 TB \_\_\_\_\_ Fingerprint \_\_\_\_\_ YTD \$ \_\_\_\_\_ Full Funding in Req. \_\_\_\_\_ Current Employee \_\_\_\_\_ Unit Member Work Conflict \_\_\_\_\_

LEGISLATIVE FILE

File ID No.

07-0354

Introduction Date

4-25-07

Enactment No.

07-0334

Enactment Date


4-25-07

By



OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the State Administrator  
April 25, 2007

To: Kimberly Statham, Ph.D., State Administrator for the Oakland Unified School District, and the Board of Education

From: Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Agreement for Professional Services with Martin Ron Associates for Topographic Services for Chabot Elementary School Portable Replacement Project in an amount not-to-exceed \$79,900.00.

**ACTION REQUESTED**

Approval by the State Administrator of a Professional Services Agreement with Martin Ron Associates for Topographic Services at Chabot Elementary School Portable Replacement Project, in an amount not-to-exceed \$79,900.00. The term of this Agreement shall commence on February 12, 2007 and shall conclude no later than April 30, 2007.

**BACKGROUND**

Work is required to address all topographic, utilities mapping requirements for modernization project and updating all old and outdated project maps and title information and parcel merging for the Chabot Elementary School Portable Replacement Project. Work will include all research and review of existing easements and locate all current encroachments along the boundary lines. Site is unusually large and requires substantial surveying and mapping.

**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.

**DISCUSSION**

The scope of the project includes topographic surveying and engineering mapping services, record of survey, underground utility survey and mapping for the Chabot Elementary School Portable Replacement Project.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval by the State Administrator of a Professional Services Agreement with Martin Ron Associates for Topographic Services at Chabot Elementary School Portable Replacement Project, in an amount not-to-exceed \$79,900.00. The term of this Agreement shall commence on February 12, 2007 and shall conclude no later than ~~April~~ 30, 2007.

A handwritten signature in black ink, appearing to read "Jensen", is written over the text of the recommendation.

Key code: 1069901830-6262

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

**Martin Ron Associates**

FOR

**Chabot Elementary School Portable Replacement Project  
O.U.S.D. Project Number: 06001**

---

January 29, 2007

OAKLAND UNIFIED SCHOOL DISTRICT

FACILITIES PLANNING  
FACILITY AGREEMENT  
PORTABLE REPLACEMENT  
06001  
JAN 29 2007  
A 9 30  
OAKLAND UNIFIED SCHOOL DISTRICT

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94606 (hereafter "District") and MARTIN RON & ASSOCIATES, 859 Harrison Street, Suite 200, San Francisco, CA 94107 (hereinafter "Consultant").

### **RECITALS**

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services pertaining to topographic surveying and engineering mapping for the Chabot Elementary School Portable Replacement Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself, as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

#### **1**     Definitions

1.1     Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1   **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.1.4 Appendix D, Consultant's Billing Rates, Direct Costs

1.1.2   **Work:** The entirety of the work, labor, services and materials to be done in providing the District with services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

1.1.3   **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

#### **2**     Term of the Agreement

2.1     The term of this Agreement shall commence on February 12, 2007 and shall conclude no later than June 30, 2007.

#### **3**     Services Consultant Agrees to Perform

3.1     Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within the times specified.

the times specified.

- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

#### 4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B".
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

#### 5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

#### 6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

#### 7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of



project.

- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

## 8 Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

## 9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be

construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide

the following:

- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
- 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent  
Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

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

12 Suspension of Work

12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

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

To Consultant: John Moore  
Martin Ron Associates  
859 Harrison Street, Suite 200  
San Francisco, CA 94107

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analyses or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/District Employees/Assignment

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement, other than the sub-consultants listed herein: *none*.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement; Modifications of Agreement

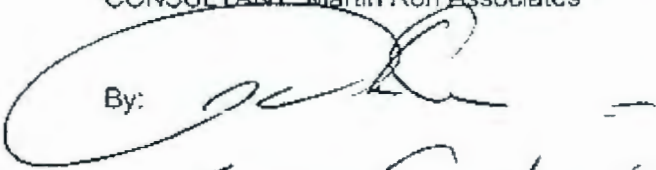
24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix C, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

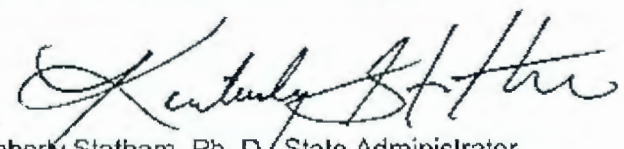
IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its State Administrator, who is authorized to do so, has executed this Agreement.

CONSULTANT: Martin Ron Associates

By:   
Title: Survey Coordinator

Dated: 3-21-07

OAKLAND UNIFIED SCHOOL DISTRICT

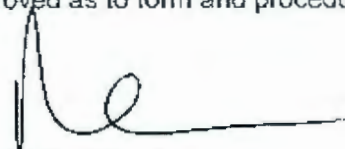
By:   
Kimberly Statham, Ph. D., State Administrator

Dated: 5/2/07

By:   
Timothy E. White.  
Assistant Superintendent, Division of Facilities, Planning & Management, Buildings and Grounds and Custodial Services

Dated:

Approved as to form and procedure:

  
Special Facilities Counsel

Dated: 3/23/07

Attachments: Appendix A  
Appendix B  
Appendix C  
Appendix D



## APPENDIX A

### SCOPE OF WORK

The scope of the project is to provide topographic surveying, record of survey, underground utility survey and mapping services for the Chabot Elementary School Portable Replacement Project.

END OF APPENDIX A

## APPENDIX B

### COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a not to exceed fee of **seventy-nine thousand, nine hundred dollars and no cents (\$79,900.00)** for the Chabot Elementary School Portable Replacement Project.

Work to be billed monthly on a time and material basis in conformance with the rate schedule on Appendix D.

### REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

END OF APPENDIX B

## APPENDIX C

### PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

February 12, 2007 to April 30, 2007

### PROJECT BUDGET:

The budget established for this scope of work is **NOT TO EXCEED seventy-nine thousand, nine hundred dollars and no cents (\$79,900.00)**. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget.

### CONFIDENTIALITY AGREEMENT

This Confidentiality agreement is between Martin Ron Associates (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of consulting services for the Chabot Elementary School Portable Replacement Project.

Consultant agrees to keep confidential and not disclose to anyone other than the State Administrator, his/her designee, and authorized personnel in the District's Facilities Planning & Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities Planning & Management of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed in this agreement does not create any interest expectation in any work to be performed.

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

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

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

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

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

END OF APPENDIX C

## APPENDIX D

### CONSULTANT'S BILLING RATES & DIRECT COSTS:

Cost of labor services shall be as follows:

<b>Field Services</b>	<b>Hourly Rate</b>
2 Person Survey Party	\$245.00
<b>Office Services</b>	
Land Surveyor	\$170.00
Assistant Land Surveyor	\$140.00
Computer-Draftsman	\$125.00
Reproduction and Messenger Services	At cost

All rates stated herein will remain in effect through June 30, 2007. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past June 30, 2007.

END OF APPENDIX D

# ROUTING FORM

**Chabot Elementary School**  
**Portable Replacement**

Check contract title:  Professional Services Contract  Amendment to PCS  **Portable Replacement**

**This Form is NOT a Contract.** Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information			
Contractor Name	Martin Ron Associates		Contractor's Contact Person John Moore
Street Address	859 Harrison Street, Suite 200		Title Project Manager
City	San Francisco		Telephone 415-543-4500
State	CA	Zip Code	94107
Tax ID/Soc Sec #		Vendor #	
		OUSD Project #	06001
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	February 12, 2007	Date Work Will End By <small>(not more than 5 years from start date)</small>	April 30, 2007

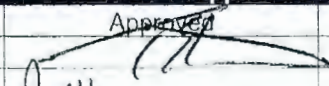

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$79,900.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																		
Funding Resources				Org Key #						Object				Amount				
				Site		Program		F	Unique									
2	1	2	2	1	0	6	9	9	0	1	8	3	0	6	2	6	2	\$79,900.00
																		\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information – Indicate the Number of Persons to Benefit from Services			
Grade Level (s)		Students	Teachers
Administrators		Others (Please Specify)	

OUSD Contract Originator Information			
Name of OUSD Contact	Pauline Follansbee	Email	pauline.follansbee@secmail.ousd.k12.ca.us
Telephone	510-879-3668	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			3/15/07
FCMAT Fiscal Advisors			
State Administrator			

*Additional approvals may be needed if contract amount is greater than \$59,600*

Legal Review Needed:	<i>Legal Approval Needed by 3/23/07</i>		
Submitted to Legal by:	Legal Log #:	Returned to:	

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____	Fingerprint _____	YTD \$ _____	Full Funding in Req. _____
	Current Employee _____	Unit Member Work Conflict _____	

**ACORD CERTIFICATE OF LIABILITY INSURANCE** OP ID LM  
MARTI-4 DATE (MM/DD/YYYY)  
03/23/07

<b>PRODUCER</b> California Coastal Insurance License #0381524 2262 Camino Ramon PO BOX 5076 San Ramon CA 94583-1328 Phone: 925-866-7050 Fax: 925-866-8275	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW</b>												
<b>INSURED</b>  Martin M. Ron Associates, Inc. 859 Harrison Street, Ste 200 San Francisco CA 94107	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="width: 20%;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: Fireman's Fund Insurance</td> <td>21873</td> </tr> <tr> <td>INSURER B: Republic Indemnity Co of Amer</td> <td></td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: Fireman's Fund Insurance	21873	INSURER B: Republic Indemnity Co of Amer		INSURER C: Continental Casualty Company		INSURER D:		INSURER E:	
<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>												
INSURER A: Fireman's Fund Insurance	21873												
INSURER B: Republic Indemnity Co of Amer													
INSURER C: Continental Casualty Company													
INSURER D:													
INSURER E:													

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MZX80871832	03/28/07	03/28/08	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1/2 MM								
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MZX80871832	03/28/07	03/28/08	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	XAE00099016586	03/28/07	03/28/08	EACH OCCURRENCE \$ 200000 AGGREGATE \$ 200000 \$ \$ \$								
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	13688110	03/28/07	03/28/08	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - EA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$ 1000000													
E.L. DISEASE - EA EMPLOYEE	\$ 1000000													
E.L. DISEASE - POLICY LIMIT	\$ 1000000													
C		<b>Professional Liability</b>	LSA004316868 RETRO DATE 3-28-85	03/28/07	03/28/08	Limit 1,000,000								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 All operations of the named insured. Oakland Unified School District and its directors, officers, employees, agents and representatives are named as additional insured as respects to work performed by the named insured.

<b>CERTIFICATE HOLDER</b>  OAKLA-1  Oakland Unified School District 955 High Street Oakland CA 94601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

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

Contractor Information			
Contractor Name	Martin M. Ron & Associates	Agency's Contact	Bruce A. Gowdy
OUSD Vendor ID #	F025781	Title	Project Manager
Street Address	856 Harrison Street, Suite 200	City	SF State CA Zip 94107
Telephone	415-543-4500	Policy Expires	3-26-2012
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 #	06001		

Term			
Date Work Will Begin	2-12-2007	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$88,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 3,400.00
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1069901831	6215	\$3,400.00
				\$

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 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	9-15-11
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	9-19-11
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	