

Board Office Use: Legislative File Info.	
File ID Number	12-0777
Committee	Facilities
Introduction Date	3-28-2012
Enactment Number	12-1004
Enactment Date	3-29-12 JS



# Memo

**To** Board of Education

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

**Board Meeting Date** March 28, 2012

**Subject** Amendment No. 2, Independent Consultant Agreement - Professional Service Industries (PSI)- Havenscourt New Cafeteria & Classroom Building Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement with Professional Service Industries (PSI) for Geotechnical Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project, in an amount not-to exceed \$1,000.00 increasing previous contract amount from \$10,945.00 to a not to exceed amount of \$11,945.00 and revising the end date from February 2, 2010 through December 1, 2010 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The California Geologic Survey back check letter requested additional information that was either excluded and/or not anticipated as being necessary information required by the California Geologic Survey.

**Local Business Participation Percentage** 100.00

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

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



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

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

**Recommendation**

Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement with Professional Service Industries (PSI) for Geotechnical Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project, in an amount not-to exceed \$1,000.00 increasing previous contract amount from \$10,945.00 to a not to exceed amount of \$11,945.00 and revising the end date from February 2, 2010 through December 1, 2010 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Measure B

**Attachments**

- Independent Contractors Agreement including scope of work

## AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Professional Services Industries (PSI). OUSD entered into an Agreement with CONTRACTOR for services on February 2, 2010, 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> .
<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: <u>The scope of the project is to provide an Environmental Screening Report as required by the California Geologic Survey.</u></p>			
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> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>3 years, and the amended expiration date is December 31, 2012.</u></p>			
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> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"> <input checked="" type="checkbox"/> Increase of <b>\$1,000.00 to original contract amount</b>  <input type="checkbox"/> Decrease of \$ _____ to original contract amount                 </p> <p>and the new contract total is <b>Eleven thousand, nine hundred forty-five dollars and no cents (\$11,945.00)</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:**

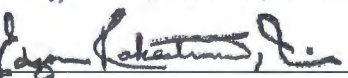
There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

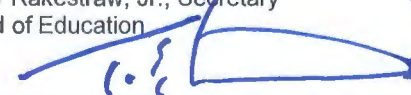
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	12-15-2010	The scope of the project is to provide additional services to address items 5, 7, 11, 19, 24 and 25 from the California Geologic Survey (CGS) back check letter. Services include providing a geologic site map, geologic cross sections, and potential for loss of bearing support while soils are in their liquefied state. Potential for surface manifestation of ground disruption during liquefaction, recommendations for pier design and construction that avoids setting the tips of piers in liquefiable materials, site specific ground motion analysis, potential for lateral spreading, and mitigation options for liquefaction.	\$1,965.00

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

  
 Jody London, President, Board of Education

  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

  
 Timothy White, Associate Superintendent  
 Facilities, Planning and Management

3/29/12  
 Date

3/29/12  
 Date

CONTRACTOR

  
 Contractor Signature

3/8/12  
 Date

Frank Toss, Dept Mgr  
 Print Name, Title

File ID Number: 12-0997  
 Introduction Date: 3-28-12  
 Enactment Number: 12-1004  
 Enactment Date: 3-29-12  
 By: df



**EXHIBIT "A" Scope of Work**

**Contractor Name:**

**Billing Rate:** One thousand dollars and no cents (\$1,000.00)

**Description of Services to be Provided**

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

California Geologic Survey Environmental Screening Report.

**2. Specific Outcomes:**

The purpose of the environmental screening is to provide preliminary information regarding the possibility of environmental contamination of soils in the area proposed construction and the potential impact on human health (worker safety) and on soil disposal considerations.

**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 checked="" type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Mr. Eric Scheuermann  
Project Manager  
**Oakland Unified School District**  
955 High Street  
Oakland, California 94601

**Subject:** Proposal for Environmental Screening Report  
Proposed Classroom and Cafeteria Building  
Havenscourt Middle School  
1390 66th Avenue, Oakland, CA  
Oakland USD Project No. 07030  
PSI Proposal Number 575-49460-A

Dear Mr. Scheuermann

At your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to complete an environmental screening report for the subject project. This proposal outlines the services we propose to offer on this project, our fee, schedule, and the General Conditions that will apply.

### **Environmental Screening Report**

The scope of work for the screening report includes obtaining an environmental database report (EDR) and chemical testing of select shallow soil samples, collected as part of the geotechnical investigation conducted by PSI at the subject site. The EDR will be reviewed with respect to the possibility of environmental impact at the project site from both on-site and off-site land uses. Soil samples from our geotechnical study will be screened during drilling using a photoionization detector to evaluate the possible presence of volatile organic contamination. A selected soil sample will be analyzed for;

- Total Petroleum Hydrocarbon (TPH) Speciation (Gas, Diesel and Motor Oil) according to EPA Method 8015M
- Volatile Organic Compounds (VOCs) according to EPA Method 8260B
- California Title 22 Metals (CAM 17) according to EPA Method 6010.

Six additional soil samples will be analyzed for lead according to EPA Method 6010.

The purpose of the environmental screening is to provide preliminary information regarding the possibility of environmental contamination of soils in the area of proposed construction and the potential impact on human health (worker safety) and on soil disposal considerations. At the completion of our testing and review, a report will be provided to summarize our findings and conclusions.

## **LIMITATIONS**

This proposal has been written with the assumption that the proposed drilling locations will be clear and accessible to our personnel. Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

## **SCHEDULE**

PSI proposes to complete the report in 5 working days from authorization.

## **FEES**

The described Environmental Screening Report will be performed for a lump sum fee of **\$1,000.00**. Our fees assume that all exploration locations will be accessible at the time of mobilization and that no delays or additional mobilizations will be required due to inaccessible boring locations. Additional work required beyond the scope of services included in this proposal (e.g., access problems, or other such factors beyond PSI's control) will be invoiced on a time and expense (cost plus 20%) basis. We will not exceed the Lump Sum Fee without your prior approval. Our fee estimates cover the activities required to present our findings in report form. Our fees do not include time to prepare construction specifications, attend special meetings, conferences or any other activities requested after submittal of our reports.

## **AUTHORIZATION**

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

## **PROFESSIONAL SERVICE INDUSTRIES, INC.**



Frank R. Poss  
Principal Consultant

Attachments: Confirmation of Authorization  
General Conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/09/2012

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

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

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

J19623-PSI-GAWUP-12-13      GAW    NA    Y

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

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-003638810-12      **REVISION NUMBER:** 10

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<b>GENERAL LIABILITY</b>			TC2JGLSA8042X73ATIL12	03/01/2012	03/01/2013	EACH OCCURRENCE	\$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000			
	<input checked="" type="checkbox"/> PROD / COMPLETED OPS.						PERSONAL & ADV INJURY	\$ 1,000,000			
	<input checked="" type="checkbox"/> CONTRACTUAL						GENERAL AGGREGATE	\$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								\$		
A	<b>AUTOMOBILE LIABILITY</b>			TC2JCAP8042X741TIL12	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$			
								\$			
	<b>UMBRELLA LIAB</b>		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$			
	<b>EXCESS LIAB</b>		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$			
	DED		RETENTION \$					\$			
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			TC20UB824K294A12 (AOS) TROUB8042X76512 (AZ, MA, OR, WI)	03/01/2012	03/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000		
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				

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

OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION.

### CERTIFICATE HOLDER

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

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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## AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

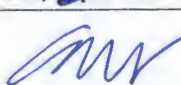
Project Information			
<b>Project Name</b>	Havenscourt New Cafeteria & Classroom Building	<b>Site</b>	Havenscourt Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
<b>Attachment Checklist</b>	<input type="checkbox"/>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

Contractor Information			
Contractor Name	Professional Service Industries (PSI)	Agency's Contact	Brand Burfield
OUSD Vendor ID #	1004989	Title	Project Manager
Street Address	4703 Tidewater Avenue, Suite B	City	Oakland State CA Zip 94601
Telephone	510-434-9200	Policy Expires	3-1-2013
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 #	07030		

Term			
Date Work Will Begin	2-2-2010	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	\$11,945.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 1,000.00
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
9299, 9399, 9499	Measure B	2079901812	6252	\$1,000.00

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.				
	<b>Division Head</b>	Charles Love	<b>Phone</b>	510-535-7081 Fax 510-535-7082
1.	<b>Capital Program Contract &amp; Accounting Manager</b>		Date Approved	3-13-12
	Signature			
2.	<b>General Counsel, Department of Facilities Planning and Management</b>		Date Approved	3-14-12
	Signature			
3.	<b>Associate Superintendent, Facilities Planning and Management</b>		Date Approved	
	Signature			
4.	<b>President, Board of Education</b>		Date Approved	
	Signature			

## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Professional Service Industries, Inc. (PSI)**. OUSD entered into an Agreement with CONTRACTOR for services on **February 3, 2010**, and the parties agree to amend that Agreement as follows:

1. **Services:**       The scope of work is unchanged.       The scope of work has changed.  
**If scope of work changed:** Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.

The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional services to address items 5, 7, 11, 19, 24 and 25 from the California Geologic Survey (CGS) back check letter. Services include providing a geologic site map, geologic cross sections, and potential for loss of bearing support while soils are in their liquefied state. Potential for surface manifestation of ground disruption during liquefaction, recommendations for pier design and construction that avoids setting the tips of piers in liquefiable materials, site specific ground motion analysis, potential for lateral spreading, and mitigation options for liquefaction.

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2. **Terms (duration):**     The term of the contract is unchanged.       The term of the contract has changed.  
**If term is changed:** The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20\_\_\_\_.

---

3. **Compensation:**       The contract price is unchanged.       The contract price has changed.  
**If the compensation is changed:** The contract price is amended by  
 Increase of \$**1,965.00** to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is Ten thousand, nine hundred sixty-five dollars and no cents (\$10,945.00)

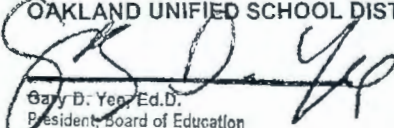
4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

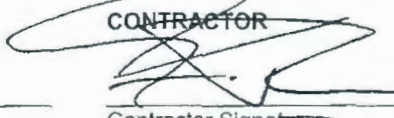
There are no previous amendments to this Agreement.     This contract has previously been amended as follows:

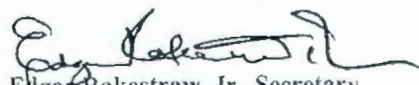
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

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


OAKLAND UNIFIED SCHOOL DISTRICT  
  
Gary D. Yen, Ed.D.  
President, Board of Education


12/15/10  
Date

CONTRACTOR  
  
Contractor Signature      11/17/10  
Date

  
Edgar Rakestraw, Jr., Secretary  
Board of Education

12/15/10  
Date  
Date

Frank Ross, Dept Mgr  
Print Name, Title  
10-2881  
12-7-2010  
10-2276  
12-14-10  


Timothy White, Assistant Superintendent  
Facilities, Planning and Management  


\_\_\_\_\_  
Date

Board Office Use: Legislative File Info.	
File ID Number	10-2881
Committee	Facilities
Introduction Date	12-7-2010
Draftment Number	10-2276
Draftment Date	12-14-10



OAKLAND UNIFIED  
SCHOOL DISTRICT

BP

Memo

Board of Education

Tony Smith, Ed.D., Superintendent

Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date December 15, 2010

Subject Division of Facilities Planning and Management P.O.'s. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
10-2877	AE3 Partners	\$25,000.00	Developer Fees	PSA	Cole New Portable Installation	12-16-2010 thru 12-31-2011	Oakland
10-2890	Apple Store, Bay Street	\$1,059.63	GO Bond-Measure A	PO	Facilities	11-15-2010 thru 1-30-2011	Emeryville
10-2891	Comtel System	\$13,562.00	GO Bond-Measure B	PO	Burbank Small School Intercom/PA /Paging System Replacement	11-4-2010 thru 2-4-2011	Sunnyvale
10-2892	Digital Design	\$1,520.00	GO Bond-Measure B	PO	Havenscourt PA/Intercom /Clock/Telephone	11-15-2010 thru 6-30-2011	Oakland
10-2893	First Alarm	\$1,400.00	Developer Fees	PO	Downtown Educational Complex	10-15-2010 thru 12-31-2010	San Jose
10-2879	Green Werx	\$49,800.00	GO Bond-Measure B	PSA	Cox New Classroom Building	11-9-2010 thru 12-31-2010	Livermore
10-2894	National Construction Rentals	\$3,404.16	Developer Fees	PO	Downtown Educational Complex	11-8-2010 thru 8-8-2011	San Leandro
10-2895	Noodle, Inc,	\$3,297.00	GO Bond-Measure B	PO Increase	Roosevelt Health Center	12-15-2010 thru 12-15-2011	Alamo
10-2880	Professional Services Industries	\$8,813.00	GO Bond-Measure B	PSA	Elmhurst Wellness Center	11-17-2010 thru 12-31-2011	Oakland
10-2881	Professional services Industries	\$1,965.00	GO Bond-Measure B	Amend 1	Havenscourt New Cafeteria & Classroom	<del>11-27-2010</del> thru 1-7-2011 2/23/10 12/1/10	Oakland



OAKLAND UNIFIED  
SCHOOL DISTRICT

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
0-2896	Rusco, Inc. Locker Specialist	\$43,712.00	GO Bond-Measure B	PO	Oakland Technical HS	11-4-2010 thru 2-4-2011	San Gabriel
0-2882	Safeplay by Design	\$900.00	GO Bond-Measure B	PO	Jefferson Portable Replacement	11-11-2010 thru 12-31-2010	Elk Grove
0-2883	The Shalleck Collaborative, Inc.	\$30,600.00	GO Bond-Measure B	PSA	Elmhurst Modernization	12-15-2010 thru 12-31-2012	San Francisco
0-2897	Thompson and Thompson Fence	\$6,170.00	Developer Fees	PO Increase	Downtown Educational Complex	11-12-2010 thru 1-31-2011	San Lorenzo
0-2884	Zeiger Engineers, Inc.	\$17,500.00	GO Bond-Measure B	PSA	Havenscourt Intercom/PA / Clock / Telephone	11-17-2010 thru 8-31-2012	Oakland

**Discussion:**

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.

**Fiscal Impact:**

Various

**Recommendation:**

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

**EXHIBIT "A" Scope of Work****DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

**SCOPE OF WORK**

**Contractor Name: Professional Service Industries, Inc. (PSI)**

Billing Rate: **One thousand, nine hundred sixty-five dollars and no cents (\$1,965.00)**

**1. Goals or Objectives**

Geologic Site Map

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

The scope of the project is to provide additional services to address items 5, 7, 11, 19, 24 and 25 from the California Geologic Survey (CGS) back check letter. Services include providing a geologic site map, geologic cross sections, and potential for loss of bearing support while soils are in their liquefied state. Potential for surface manifestation of ground disruption during liquefaction, recommendations for pier design and construction that avoids setting the tips of piers in liquefiable materials, site specific ground motion analysis, potential for lateral spreading, and mitigation options for liquefaction.

**3. Deliverables**

California Geologic Survey Report

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/18/2010

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

<b>PRODUCER</b> Marsh USA Inc. TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: Philadelphia.Certs@Marsh.com Fax: 212-948-0360		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		<b>FAX (A/C, No):</b>	
J19623-PSI-GAWUP-10-11      GAW    NA    Y		<b>INSURER(S) AFFORDING COVERAGE</b>			
<b>INSURED</b> PROFESSIONAL SERVICE INDUSTRIES, INC. 4703 TIDEWATER AVENUE, SUITE B OAKLAND, CA 94601		<b>INSURER A:</b> Zurich American Insurance Co		NAIC # 16535	
		<b>INSURER B:</b> N/A		N/A	
		<b>INSURER C:</b> N/A		N/A	
		<b>INSURER D:</b> American Zurich Insurance Company		40142	
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-002689779-06      **REVISION NUMBER:** 9

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	<b>GENERAL LIABILITY</b>			GLO 6580471-19	03/01/2010	03/01/2011	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	<input checked="" type="checkbox"/> PROD / COMPLETED OPS						PERSONAL & ADV INJURY \$ 1,000,000			
	<input checked="" type="checkbox"/> CONTRACTUAL						GENERAL AGGREGATE \$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER.								PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									\$
A	<b>AUTOMOBILE LIABILITY</b>			BAP 6580472-19	03/01/2010	03/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS						\$			
	<input type="checkbox"/> NON-OWNED AUTOS						\$			
							\$			
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$			
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$			
	<input type="checkbox"/> OCCUR						\$			
	<input type="checkbox"/> CLAIMS-MADE						\$			
D A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC 6580421-19 (AOS)	03/01/2010	03/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC 9302890-08 (MA, WI)	03/01/2010	03/01/2011	E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION.

### CERTIFICATE HOLDER

### CANCELLATION

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

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Board Office Use: Legislative File Info.	
File ID Number	10-0112
Committee	Facilities
Introduction Date	2-2-2010
Enactment Number	10-0258
Enactment Date	2-10-10



OAKLAND UNIFIED  
SCHOOL DISTRICT

Every student. Every classroom. Every day.

Ⓟ

# Memo

To Board of Education

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

Board Meeting Date February 10, 2010

Subject Professional Services Contract - Professional Service Industries, Inc. -  
Havenscourt New Classroom Building & Cafeteria Building Project

**Action Requested** Approval by the Board of Education of a Professional Services Agreement with Professional Service Industries, Inc. for Geotechnical Services on behalf of the District at Havenscourt New Classroom Building & Cafeteria Building Project, in an amount not-to exceed \$8,980.00. The term of this Agreement shall commence on February 3, 2010 and shall conclude no later than December 1, 2010.

**Background** Division of State Architect (DSA) requires that a licensed professional engineer evaluate the existing site's soil conditions.

**Local Business Participation Percentage** 100.00%

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

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

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that



OAKLAND UNIFIED  
SCHOOL DISTRICT

PROUDLY PROGRESSING

---

every student. every classroom. every day.

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 a Professional Services Agreement with Professional Service Industries, Inc. for Geotechnical Services on behalf of the District at Havenscourt New Classroom Building & Cafeteria Building Project, in an amount not-to exceed \$8,980.00. The term of this Agreement shall commence on February 3, 2010 and shall conclude no later than December 1, 2010.

**Fiscal Impact**

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

**Attachments**

- Professional Services Contract including scope of work





PROFESSIONAL SERVICES FACILITIES CONTRACT

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

- 1. Services: The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. Terms: CONTRACTOR shall commence work on 2-3-2010. The work shall be completed no later than 12-1-2010.
3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eight thousand, nine hundred eighty dollars and no cents (\$8,980.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements

- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: NA

6. CONTRACTOR Qualifications / Performance of Services.

- a. CONTRACTOR Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
b. Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

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

OUSD Representative:

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

CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
  - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
  - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
  - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the

name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

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

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

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

OAKLAND UNIFIED SCHOOL DISTRICT

*[Signature]*

- President, Board of Education
- Superintendent

2/11/10  
Date

CONTRACTOR

*[Signature]*

4/11/10  
Date

Contractor Signature

Frank Ross, Dept Mgr  
Print Name, Title

*[Signature]*

Secretary,  
Board of Education

2/11/10  
Date

*[Signature]*

Assistant Superintendent,  
Department of Facilities Planning and Management

1/21/10  
Date

File ID Number: 10-0112  
 Introduction Date: 2/2/10  
 Enactment Number: 10-0258  
 Enactment Date: 2/10/10  
 By: *[Signature]*

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Professional Service Industries, Inc.

Billing Rate: Eight thousand, nine hundred eighty dollars and no cents (\$8,980.00)

**Description of Services to be Provided**

The scope of the project is to provide geotechnical services as follows: Drill two (2) test borings 20 feet below grade, drill one (1) test boring 50 feet below grade, test and analyze soils samples, remove excess soil, grout all borings, and submit a geotechnical report and geo-hazards study stamped by a professional engineer to document test results and analysis.

Notice: This page includes two separate forms.

Directions:

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

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

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

CONTRACTOR Name: Professional Service Industries, Inc

Contractor Signature: [Signature] Date: 1/11/10

Print Name and Title: Frank Pass, Dept mgr.

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

**GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM**

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement: <ol style="list-style-type: none"> <li>1. Contract is for less than \$15,000</li> <li>2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.</li> </ol>
--

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

CONTRACTOR Name: Professional Service Industries Inc

Contractor Signature: [Signature] Date: 1/11/10



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

19623-PSI-GAWUP-09-10 GAW NA Y  
INSURED  
PROFESSIONAL SERVICE INDUSTRIES, INC.  
4703 TIDEWATER AVENUE, SUITE B  
OAKLAND, CA 94601

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co	16535
INSURER B: N/A	N/A
INSURER C: N/A	N/A
INSURER D: American Zurich Insurance Company	40142
INSURER E:	

**COVERAGES** 2  
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.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GLO 6580471-18	03/01/2009	03/01/2010	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> PROD./COMPLETED OPS.				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO	BAP 6580472-18	03/01/2009	03/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
EXCESS / UMBRELLA LIABILITY	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AUTO ONLY: AGG \$
	<input type="checkbox"/> DEDUCTIBLE				EACH OCCURRENCE \$
	<input type="checkbox"/> RETENTION \$				AGGREGATE \$
					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N	WC 6580421-18 (AOS) WC 9302890-07 (MA, WI, HI)	03/01/2009 03/01/2009	03/01/2010 03/01/2010	<input checked="" type="checkbox"/> WC STATU- TOBY LIMITS   <input type="checkbox"/> OTH- ER
					E L EACH ACCIDENT \$ 1,000,000
					E L DISEASE - EA EMPLOYEE \$ 1,000,000
					E L DISEASE - POLICY LIMIT \$ 1,000,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY TO THE EXTENT OF THEIR LIABILITY RESULTING FROM THE NEGLIGENCE OF THE INSURED AND WITH RESPECT TO SERVICES PROVIDED BY THE INSURED FOR THE ADDITIONAL INSURED, EXCEPT FOR WORKERS COMPENSATION.

CERTIFICATE HOLDER CLE-002483467-02

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc. *Mary Radaszewski*  
Mary Radaszewski



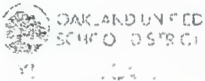
## IMPORTANT

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

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

## DISCLAIMER

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



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

### Project Information

Project Name	Havenscourt New Classroom & Cafeteria Building	Site	Havenscourt Middle School
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### Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
----------------------	---

### Contractor Information

Contractor Name	Professional Service Industries, Inc.	Agency's Contact	Brand Burfield		
OUSD Vendor ID #		Title	Professional Services		
Street Address	4703 Tidewater Avenue, Suite B	City	Oakland	State	CA Zip 94601
Telephone	510-434-9200	Policy Expires	3-1-2010		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07030		I 004989		

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Date work will begin	2-3-2010	Date work will end	12-1-2010	Total Contract Amount	\$8,980.00
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### Budget Information

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

Requisition Number	Total Contract Amount	\$	Object Code	Amount
2122	GO Bond-Measure B	2079901811	6258	\$8,980.00
				\$
				\$
				\$
				\$

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	1-19-2010		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	1-21-10		
	Assistant Superintendent, Facilities Planning and Management					
3.	Signature		Date Approved	1/21/10		
	President, Board of Education					
4.	Signature		Date Approved			

**ADDITIONAL SERVICE AGREEMENT**

A.S.A. NO.: 575-950143-1

Client: OAKLAND UNIFIED SCHOOL DIST.  
955 HIGH STREET  
OAKLAND, CA 94601  
ATTN: KEVIN NEWLON

Project HAWESSCOURT MIDDLE SCHOOL  
1390 66<sup>TH</sup> AVENUE  
OAKLAND, CA

PSI Project No.: 575-124-1

Date: SEPTEMBER 14, 2010

Client PO No.: \_\_\_\_\_

Description of Changes: RESPONSE TO C.G.S. REVIEW LETTER, DATED AUGUST  
18, 2010, TO ADDRESS ITEM NOS. 5, 7, 11, 19, 24 AND 25. AN EXPEDITED  
LETTER REPORT WILL BE PROVIDED FOR SUBMITTAL TO THE C.G.S.

Check Below as Appropriate:

- Work to be done in accordance with contract unit rates.
- Work to be done at unit rate of: (list) \_\_\_\_\_
- Estimated change in contract amount: \$ 1,965.00 (SEE ATTACHMENT)
- A detailed proposal/contract modification is required by \_\_\_\_\_ (date).  
Until then, additional work is authorized as follows: \_\_\_\_\_
- Change in schedule of \_\_\_\_\_ days.
- Other (describe): \_\_\_\_\_

PSI Representative Receiving Authorization: BRAND BURFIELD

Name of Individual \_\_\_\_\_  
Authorizing Change: \_\_\_\_\_ Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Signature: \_\_\_\_\_ Customer WO No.: \_\_\_\_\_

All work to be done in accordance with contract terms and conditions for above referenced project.

## Schedule of Services

Oakland Unified School District  
Havenscourt Middle School  
1390 66th Avenue, Oakland, CA  
Oakland, California

Registered Engineering Geologist (CEG)	1	per hour	\$135	\$135
Senior Engineer / Geotechnical Engineer (GE)	4	per hour	\$135	\$540
Project Geologist / Project Engineer	12	per hour	\$95	\$1,140
Drafting/Clerical	2	per hour	\$75	\$150

## Bahiru, Ephraim

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**From:** Burfield, Brand [brand.burfield@psiusa.com]  
**Sent:** Monday, September 27, 2010 12:09 PM  
**To:** Bahiru, Ephraim  
**Cc:** Eric Scheuermann; Newlon, Kevin; Poss, Frank  
**Subject:** RE: Havenscourt; Foundation site specific ground motion analysis, Geotech

Ephraim -

The *general* answer is that for geotechnical studies, we provide a scope of work based on what we think the project requirements are. In consideration of trying to provide a cost-effective geotechnical study, we *don't* include things in our scope of work that we don't think are necessary. If we always threw in everything including the kitchen sink on every geotechnical report, it would result in a much greater cost.

More specifically, my comments regarding the responses required by the CGS are as follows;

**Item 5 - Geologic Map of Site:** CGS references Items 11 and 24 (see below).

**Item 7 - Geologic Cross Sections:** CGS references Item 11 (see below).

**Item 11 - Geologic Consideration of Grading Plans and Foundation Plans (if applicable):** Since foundation and grading plans were not available during our study, this item was not thought to be applicable and not included in our proposed scope of work.

**Item 19 - Site-Specific Ground Motion Analysis (if applicable):** We did not expect that a site-specific seismic response analysis would be necessary. It was not thought to be applicable and was specifically excluded from our proposed scope of work.

**Item 24 - Potential for Lateral Spreading:** It appears that that the CGS incorrectly thought that the site is near a free-face (an *open* creek). In actuality, the creek was routed underground decades ago. If there *was* a free-face near the site, our report *would have* addressed it. Since there is no free face, lateral spreading is not considered a geotechnical hazard and should not have come up in the review (similar to Slope Stability issues 26-31; no slope - no hazard - not applicable).

**Item 25 - Mitigation Options for Liquefaction:** CGS references Item 11 (see above).

Of the three main issues raised by the CGS two (11 and 19) are listed as "if applicable" - and we did not think that they were applicable. The third (24) is a non-issue and should not, in our opinion, have been brought up as a concern. The three other issues (5, 7 and 25) reference main issues 11 and 24.

Let me know if you have any other questions. Thanks!

**Brand Burfield, PG**  
Project Geologist  
**Professional Service Industries, Inc. (PSI)**  
4703 Tidewater Avenue, Suite B  
Oakland, CA 94601  
(510) 434-9200 x19 (office)  
(510) 750-3366 (mobile)  
(510) 434-7676 (fax)  
[brand.burfield@psiusa.com](mailto:brand.burfield@psiusa.com)

---

**From:** Bahiru, Ephraim [mailto:EBahiru@McCarthy.com]  
**Sent:** Friday, September 24, 2010 2:54 PM  
**To:** Burfield, Brand  
**Cc:** Eric Scheuermann; Newlon, Kevin  
**Subject:** RE: Havenscourt; Foundation site specific ground motion analysis, Geotech

Brand,

Your amendment was just kicked back because OUSD is unclear of why the items in the CGS letter were not in your original contract. Can you please send me an explanation or letter stating why your scope was changed. I need to attach it to the amendment request and resubmit.

Thanks,

**Ephraim Bahiru, I.E.E.D.A.P.**

McCarthy Building Companies

Oakland Unified School District

510-879-2648 (Office)

510-725-0687 (Cell)

*Leaving Green Footprints. Think before you print.*

---

**From:** Burfield, Brand [mailto:brand.burfield@psiusa.com]

**Sent:** Tuesday, September 14, 2010 5:04 PM

**To:** Newlon, Kevin

**Cc:** Bahiru, Ephraim; Eric Scheuermann; Poss, Frank

**Subject:** RE: Havenscourt; Foundation site specific ground motion analysis, Geotech

**Kevin -**

Attached is an Additional Service Agreement and cost estimate for completing the response to the CGS review letter. Let me know if you need a more detailed, proposal-type submittal. We know that it could take some days to process a contract addendum through the school district, but if you could, please respond with your authorization for the additional work to complete the response.

We have obtained the appropriate computer program mentioned by the CGS reviewer and are actively working on the Seismic Reponse issue. I will forward information to Susannah Meek and Stan Wu as it becomes available. I don't know yet when the response letter will be complete - will let you know when I do.

Let me know if you have any questions. Thank you!

**Brand Burfield**

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Environmental Consulting \* Geotechnical Engineering  
Construction Materials Testing & Engineering \* Industrial Hygiene  
NDE \* Facilities & Roof Consulting \* Specialty Engineering & Testing

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DEPARTMENT OF CONSERVATION

**CALIFORNIA GEOLOGICAL SURVEY**SCHOOL REVIEW UNIT • 801 K STREET, MS 12-32 • SACRAMENTO, CALIFORNIA 95814  
PHONE 916 / 324-7324 • FAX 916 / 322-4765 • TDD 916 / 324-2555 • WEB SITE [conservation.ca.gov/cgs](http://conservation.ca.gov/cgs)

Mr. Eric Scheuermann  
Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

August 18, 2010

**Subject: Engineering Geology and Seismology Review for  
Havenscourt Middle School Cafeteria and Classroom Building  
1390 66<sup>th</sup> Avenue, Oakland, CA 94621  
CGS Application No. 01-CGS0347**

Dear Mr. Scheuermann:

In accordance with your request and transmittal of documents on May 28, 2010, the California Geological Survey reviewed the engineering geology and seismology aspects of the consulting report prepared for Havenscourt Middle School in Oakland. It is our understanding this project consists of a new building. This review was performed in accordance with Title 24, California Code of Regulations, 2007 California Building Code (CBC) and followed CGS Note 48 guidelines. We reviewed the following reports:

**Geotechnical Engineering Services Report for the Proposed Classroom and Cafeteria Building, Havenscourt Middle School, 1390 66<sup>th</sup> Avenue, Oakland, California:** Professional Service Industries, Inc., 4703 Tidewater Avenue, Suite B, Oakland, CA 94601; PSI Project No. 575-124-1, report dated March 25, 2010, 25 pages, 4 figures, 3 appendices.

**Addendum #1 to Geotechnical Engineering Services Report, Revised Foundation Recommendations, Proposed Classroom and Cafeteria Building, Havenscourt Middle School, 1390 66<sup>th</sup> Avenue, Oakland, California:** Professional Service Industries, Inc., 4703 Tidewater Avenue, Suite B, Oakland, CA 94601; PSI Project No. 575-124-2, report dated May 17, 2010, 4 pages.

These reports will be referred to as the *First* report and *Second* report, respectively.

The consultants identify strong seismic shaking from the Design Earthquake (Design Spectral Acceleration  $S_Ds = 1.194g$ ), expansive soils and approximately 3 inches of liquefaction-induced settlement as the primary geologic and geotechnical problems for this site. They recommend the use of spread footings with grade beams, a mat foundation or drilled piers.

August 18, 2010

Based on our review, the referenced reports have several issues requiring additional information. First, the consultants do not provide sufficient information regarding the potential for loss of bearing support due to liquefaction. Second, they do not provide an analysis of the potential for lateral spreading at this site. Third, the consultants do not provide a site-specific, probabilistic seismic hazard analysis, which is required by the 2007 CBC for all sites within 10 kilometers of an active fault.

In conclusion, *the engineering geology and seismology issues at this site have not been adequately assessed in the referenced report.* We specifically recommend the consultants provide the following materials: 1) two or more detailed cross sections of the building site that show liquefiable and non-liquefiable strata; 2) an analysis of the potential for lateral spreading; 3) revised recommendations for foundation designs that will provide adequate bearing support while the soils are in their liquefied state; 4) a site-specific ground motion hazard analysis.

The consultants are reminded that wet-signed copies of all supplemental documents should be submitted to CGS at *135 Ridgway Avenue, Santa Rosa, CA 95401.* **Review of this project by CGS will remain on hold until wet-signed supplemental documents are received.** Supplemental documents should include the CGS application number. If you have any further questions about this review letter, please telephone the California Geological Survey at (707) 576-2939.

*Respectfully submitted,*

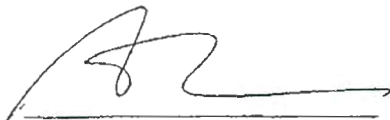


Michael W. Manson  
Engineering Geologist  
PG 3690, CEG 1720  
[mmanson@conservation.ca.gov](mailto:mmanson@conservation.ca.gov)  
707-576-2844 fax

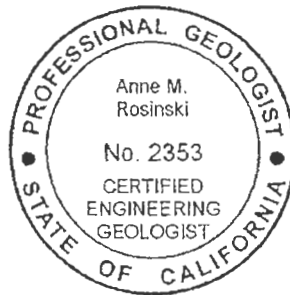


Expires 7/31/11

*Concur:*



Anne M. Rosinski  
Senior Engineering Geologist  
PG 7481, CEG 2353





Engineering Geology and Seismology Review  
Havenscourt Middle School Cafeteria and Classroom Building  
CGS Application No. 01-CGS0347

August 18, 2010

***Enclosures:***

Note 48 Checklist Review Comments

Keyed to: *Note 48 - Checklist for the Review of Engineering Geology and Seismology Reports  
for California Public Schools, Hospitals, and Essential Services Buildings*

***Copies to:***

Stephen Jacobs, *Certified Engineering Geologist*, and Enrique Riutort, *Registered Geotechnical Engineer*  
Professional Service Industries, Inc., 4703 Tidewater Avenue, Suite B, Oakland, CA 94601

Susannah Meek, *Architect in General Responsible Charge*  
S Meek Architecture, 3040 24<sup>th</sup> Street, San Francisco, CA 9110

Ms Karen Van Dorn, *Senior Architect*  
Division of the State Architect, 1515 Clay Street, Suite 1201, Oakland, CA 94612

### Note 48 Checklist Review Comments

In the numbered paragraphs below, this review is keyed to the paragraph numbers of California Geological Survey Note 48 (October 2007 edition), *Checklist for the Review of Engineering Geology and Seismology Reports for California Public Schools, Hospitals, and Essential Services Buildings*. The checklist can be found on the CGS web site at the following address:

[http://www.consrv.ca.gov/cgs/information/publications/cgs\\_notes/note\\_48/note\\_48.pdf](http://www.consrv.ca.gov/cgs/information/publications/cgs_notes/note_48/note_48.pdf)

### Project Location

1. Site Location and Address: Adequately addressed. The site is properly plotted on the Oakland East Quadrangle 7½-minute topographic base map.
2. Plot Plan with Building Footprint and Exploration Data: Adequately addressed. The 3 boring logs included in Appendix A of the First report appear to provide adequate data for characterization of the site conditions.
3. Site Coordinates: Adequately addressed. The approximate coordinates of the site are: 37.7607°N and 122.1934 °W NAD83.

### Engineering Geology and Site Characterization

4. Regional Geology and Regional Fault Maps: Adequately addressed.
5. Geologic Map of Site: **Additional information is needed.** Due to the potential hazard from liquefaction and lateral spreading a site geologic map is needed. See Items 11 and 24.
6. Subsurface Geology – Engineering geology description and ground water information: Adequately addressed. As described in the First report, this site is underlain by Holocene alluvial fan deposits consisting of silty and sandy clay, sand and clayey sand. Ground water was encountered at depths of 15 feet and 16 feet.
7. Geologic Cross Sections: **Additional information is needed.** See Item 11. Two or more geologic cross sections based on borchole data are needed for this site.
8. Active Faulting & Coseismic Deformation Across Site: Adequately addressed. The consultants report this site is not within an Alquist-Priolo Earthquake Fault Zone. They also report the Hayward fault is the nearest active fault (about 2 kilometers east of the site, and there is a “low” potential for fault rupture.
9. Geologic Hazard Zones (Liquefaction & Landslides): Adequately addressed. The consultants report the site is located within a CGS-delineated Zone of Required Investigation (ZORI) for liquefaction but not for seismically induced landsliding.
10. Geotechnical Laboratory Testing of Representative Samples: Adequately addressed.

11. Geologic Consideration of Grading Plans and Foundation Plans: **Additional information is required.** In the Second report the consultants make the following recommendations:
1. The proposed structure can be supported on spread footing interconnected with grade beams. The underlying soils should be excavated to a depth of 4 feet below the base of the footings or 4 feet below the existing grade, whichever is deeper, and the excavated material replaced as properly compacted engineered fill. The uppermost 2 feet of the engineered fill must have a low expansion potential.
  2. The proposed structure can be supported by a mat foundation that is underlain by 2 feet of low-expansion engineered fill.
  3. The proposed structure can be supported on a drilled friction-pier or end-bearing pier foundation system that is founded in firm bearing soil. The piers should be at least 24 inches in diameter and a minimum of 20 feet long.

The three proposed foundations are not discussed with regard to the potential for liquefaction at this site. The consultants should provide additional information, including detailed cross sections of the site, the potential for loss of bearing support *while soils are in their liquefied state*, the potential for surface manifestation of ground disruption during liquefaction, and recommendations for pier design and construction that avoids setting the tips of the piers in liquefiable materials.

### Seismology & Calculation of Earthquake Ground Motion

12. Evaluation of Historic Seismicity: Adequately addressed.
13. Mapped Spectral Acceleration Parameters: Adequately addressed. The consultants report  $S_s = 1.790g$  and  $S_1 = 0.667g$ . These values are in agreement with those obtained by CGS from the USGS web site.
14. Classify the Geologic Subgrade: Adequately addressed. The consultants classify the site as **Site Class D – Stiff Soil**, using the 2007 California Building Code classification system.
15. Site Coefficients and Adjusted Maximum Considered Earthquake (MCE) Spectral Response Acceleration Parameters: Adequately addressed. The consultants report  $F_a = 1.0$ ,  $F_v = 1.5$ ,  $S_{MS} = 1.790g$  and  $S_{M1} = 1.000g$ . These values are in agreement with those obtained by CGS from the USGS web site.
16. Design Spectral Acceleration Parameters: Adequately addressed. The consultants report  $S_{DS} = 1.194g$  and  $S_{D1} = 0.667g$ . These values are in agreement with those obtained by CGS from the USGS web site.

17. Seismic Design Category: Adequately addressed. The consultants report the Seismic Design Category is 'D'.
18. Deaggregated Seismic Source Parameters: Adequately addressed. The consultants report the Hayward fault is located 2 kilometers east of the site and the calculated modal magnitude ( $M_w$ ) is 7.1.
19. Site-Specific Ground Motion Analysis: **Additional information is needed.** Because the Havenscourt Middle School site is within 10 km of an active fault, a site-specific ground motion hazard analysis, prepared in accordance with the 2007 CBC, is required. The analysis should include the probabilistic MCE, 150% deterministic and deterministic lower limit, site-specific MCE and site-specific design response spectra. In addition, the consultants should also include the general procedure spectrum to ensure the site-specific design spectrum does not fall below 80% of the general procedure spectrum. Presenting these in both tabular and graphical formats will expedite the review process. Finally, the consultants should include all ground motion parameters as outlined in ASCE 7-05 Sections 21.2 through 21.4. If the consultants plan on using Next Generation Attenuation (NGA) relations in their analysis, the consultants should refer to DSA Bulletin 09-01 regarding the use of NGA. DSA Bulletin 09-01 can be found at:  
[http://www.documents.dgs.ca.gov/dsa/bulletins/BU\\_09-01\\_01-26-09.pdf](http://www.documents.dgs.ca.gov/dsa/bulletins/BU_09-01_01-26-09.pdf).
20. Time-History of Earthquake Ground Motion: Not applicable.

#### Liquefaction / Seismic Settlement Analysis

21. Geologic Setting for Occurrence of Seismically Induced Liquefaction: Adequately addressed. As described in the First report, this site is underlain by Holocene alluvial fan deposits consisting of silty and sandy clay, sand and clayey sand. Ground water was encountered at depths of 15 feet and 16 feet. Although not reported as such, the depth-to-ground-water value of 8 feet used in the liquefaction calculations is about equal to the historically highest ground water level shown by CGS for the site.  
  
The consultants reasonably characterize the subsurface soil conditions, and appropriately consider historically highest groundwater levels in the liquefaction analysis. The data appear to support the consultants' conclusion that three soil intervals in boring B-3 between depths of 8 feet and 45 feet are liquefiable.
22. Liquefaction Calculations: Adequately addressed in Appendix C of the First report.
23. Seismic Settlement of the entire Soil Column at two or more locations within the site: Adequately addressed. The data appear to support the consultants' conclusion that as much as 3.0 inches of saturated settlement and essentially no unsaturated settlement might occur at this site. The consultants report this analysis was performed using the 40% of  $S_{DS}$  ground motion (i.e.,  $S_{DS} / 2.5$ ). The consultants report differential settlement is not anticipated to exceed 1¼ inches over a span of 40 feet.

24. Potential for Lateral Spreading: **Additional information is needed.** Lateral Spreading must be considered when site is near a free-face (river bank, canal or cut slope). Please refer to *Youd, Hansen and Bartlett (2002)*. Areas susceptible to lateral spread should be illustrated on a revised site map and additional mitigations should be provided as necessary. See Item 11 for additional information.
25. Mitigation Options for Liquefaction: **Additional information is needed.** See Item 11.

### Slope Stability Analysis

26. Landslide Mapping: Adequately addressed. The consultants report the site is flat and not within a CGS-delineated ZORI for seismically induced landslides.
27. Determination of Static and Dynamic Strength Parameters: Not Applicable.
28. Determination of Pseudo-Static Coefficient ( $K_{eq}$ ): Recommended procedure available from <http://www.scec.org/resources/catalog/hazardmitigation.html>. Not applicable.
29. Identify Critical Slope Surfaces for Static and Dynamic Analyses: Not applicable.
30. Dynamic Site Conditions: Not applicable.
31. Mitigation Options for Landsliding or Other Slope Failure: Not applicable.

### Other Geologic Hazards or Adverse Site Conditions:

*These exceptional geologic hazards do not occur statewide. However, they may be pertinent to a particular site. Prudent analysis should be used to avoid predicaments and expensive delays in construction. This list will help to avoid misunderstandings and back-checks when additional information is required by CGS.*

32. Expansive Soils: Adequately addressed. The consultants report the expansion potential of the site's soil is "medium".
33. Corrosive or Reactive Geochemistry of Geologic Subgrade: Adequately addressed. The consultants report concrete in contact with the site soils will have negligible sulfate exposure. The consultants also report the site soils are considered to be corrosive.
34. Conditional Geologic Assessment, including, but not limited to, the following subjects:  
A - Hazardous materials; B - Volcanic eruption; C - Flooding; D - Tsunami and seiche inundation; E - Radon-222 gas; F - Naturally occurring asbestos (NOA);  
G - Hydrocollapse of alluvial fan soils due to anthropic use of water;  
H - Regional subsidence; I - Clays and cyclic softening.

A, B, E, F, G, H and I: Not addressed by consultants, and therefore not reviewed.

C. Flooding: Adequately addressed. The consultants report this site is not in a 100-year flood plain or dam failure inundation area, and therefore it has a low potential for flooding.

D. Tsunami and seiche inundation: Adequately addressed. The consultants report the site is not in a tsunami run-up area and large bodies of water are absent. They consider the potential for either tsunamis or seiches to be low.

### **Report Documentation**

35. Geology, Seismology, and Geotechnical References: Adequately addressed.
36. Certified Engineering Geologist: signature, valid license number: Adequately addressed.  
Jacobs, Stephen E., Certified Engineering Geologist 1307.
37. Registered Geotechnical Engineer: signature, valid license number & seal: Adequately addressed.  
Riutort, Enrique A., Registered Geotechnical Engineer 2683.