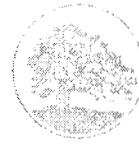


Board Office Use: Legislative File Info.	
File ID Number	12-0774
Committee	Facilities
Introduction Date	3-28-2012
Enactment Number	12-1002
Enactment Date	3-29-12 JS



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date March 28, 2012

Subject Amendment No. 3, Professional Services Contract - ENGEO Inc.- Madison Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 3, Professional Services Contract with ENGEO Inc. for Geotechnical Services on behalf of the District at Madison Middle School Modernization Project, in an amount not-to exceed \$45,550.00 increasing previous contract amount from \$49,300.00 to a not to exceed amount of \$94,850.00, and revising the end date from January 4, 2011 through December 31, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Based on review of the 95% submittal improvement plans for an anticipated 5-month construction schedule with construction work beginning in May 2012 and continuing through September 2012, we anticipate providing two additional weeks of full-time and two weeks of part-time testing observation, with additional laboratory testing and engineering support.

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. 3, Professional Services Contract with ENGEO Inc. for Geotechnical Services on behalf of the District at Madison Middle School Modernization Project, in an amount not-to exceed \$45,550.00 increasing previous contract amount from \$49,300.00 to a not to exceed amount of \$94,850.00, and revising the end date from January 4, 2011 through December 31, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

GO Bond-Measure B

Attachments

- Professional Services Contract including scope of work

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

9171.000.000
Ph 007

This Amendment is entered into between the Oakland Unified School District (OUSD) and **ENGEQ INC.** OUSD entered into an Agreement with CONTRACTOR for services on **January 4, 2011**, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is: 1) to provide two weeks of full time (8 hours, M-F) testing observation services. One field technician supported by a field manager, including equipment, vehicle and wireless communication; two weeks of part-time (4 hours, M-F) testing and observation services. One field technician supported by a field manager, including equipment, vehicle and wireless communication; as-needed geotechnical consultation up to 8 hours and final testing and observation report; 2) Determine if a Small Construction Waiver applies to the site, preparation of Permit Registration Documents (PRD's) including Project Risk Level Determination, Stormwater Pollution Prevention Plan (SWPPP), and Erosion Sediment Control Plan (ESCP), provided the project does not qualify for a Small Site Waiver; assistance with electronically filing the Notice of Intent (NOI); assistance with electronically filing Annual Reports.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional One month, and the amended expiration date is January 31, 2013.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$45,550.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Ninety-four thousand, eight hundred fifty dollars and no cents (\$94,850.00)</u></p>		

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

5. **Amendment History:**


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


No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	5-25-2011	The scope of the project is to provide additional funding to conduct hazardous material testing services for the proposed site improvements at the James Madison Middle School. 1) Collect 12-soil samples from below the ground surface per Department of Toxic Substances (DTSC) guidelines; 2) Conduct analytical laboratory testing as required by the District.	\$2,500.00
2	12-14-2011	The scope of the project is to provide additional engineering consulting services for the Madison Middle School Modernization project.	\$13,000.00


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.

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7 A 8 10
PLANNING
DEPARTMENT

OAKLAND UNIFIED SCHOOL DISTRICT


 Jody London, President, Board of Education Date: 3/29/12


 Edgar Rakestraw, Jr., Secretary Board of Education Date: 3/29/12


 Timothy White, Associate Superintendent Facilities, Planning and Management Date: _____

CONTRACTOR


 Contractor Signature Date: 2/22/12

James E. Moore, Jr. Principal
 Print Name, Title

File ID Number: 12-0774
 Introduction Date: 3-28-12
 Enactment Number: 12-1002
 Enactment Date: 3-29-12
 By: JW

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: EN GEO INC.

Billing Rate: Forty-five thousand, five hundred fifty dollars and no cents (\$45,550.00)

Description of Services to be Provided

1. Goals or Objectives
 Additional engineering consultants

2. Description of Services to be Provided
 The scope of the project is: **1)** to provide two weeks of full time (8 hours, M-F) testing observation services. One field technician supported by a field manager, including equipment, vehicle and wireless communication; two weeks of part-time (4 hours, M-F) testing and observation services. One field technician supported by a field manager, including equipment, vehicle and wireless communication; as-needed geotechnical consultation up to 8 hours and final testing and observation report; **2)** Determine if a Small Construction Waiver applies to the site, preparation of Permit Registration Documents (PRD's) including Project Risk Level Determination, Stormwater Pollution Prevention Plan (SWPPP), and Erosion Sediment Control Plan (ESCP), provided the project does not qualify for a Small Site Waiver; assistance with electronically filing the Notice of Intent (NOI); assistance with electronically filing Annual Reports.

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

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

Project No.
P2011.000.521

December 1, 2011

Mr. William Newby
Oakland Unified School District
955 High Street
Oakland, CA 94601Subject: James Madison Middle School Athletic Field
400 Capistrano Drive
Oakland, California**PROPOSAL FOR SWPPP SERVICES (RISK LEVEL 1)**

Dear Mr. Newby:

ENGEO is pleased to provide this fee estimate for Stormwater Pollution Prevention Plan (SWPPP) services during planned improvements at the James Madison Middle School Athletic Field in Oakland, California. Based on our conversations with the Oakland Unified School District, we understand that construction will take place between May 2012 and September 2012.

This proposal is based on the requirements of State Water Resources Control Board (SWRCB) Order No. 2009-0009 DWQ for stormwater dischargers on sites with a disturbed acreage in excess of 1 acre and includes the following minimum SWPPP-related services:

- Determine if a Small Construction Site Waiver applies to the site.
- Preparation of Permit Registration Documents (PRDs) including Project Risk Level Determination, Stormwater Pollution Prevention Plan (SWPPP), and Erosion and Sediment Control Plan (ESCP), provided the project does not qualify for a Small Site Waiver.
- Assistance with electronically filing the Notice of Intent (NOI).
- Assistance with electronically filing Annual Reports.
- Assistance with electronically filing the Notice of Termination (NOT).
- BMP Monitoring during construction (May through September).

Although the Risk Level determination has not been performed yet, we have provided a proposal that considers a Risk Level 1 site based upon the monitoring and sampling requirements of Order No. 2009-0009 DWQ.

If the project is determined to be a Risk Level 2 or 3 project site, then additional scope and fee for SWPPP Implementation (monitoring and reporting) services will result.

SCOPE OF SERVICES

Task 001: Small Construction Site Waiver Determination

If the project's total disturbed area is between 1 and 5 acres, we will determine if a small construction waiver is feasible for the project site, which will allow the discharger a waiver in preparing the SWPPP and ESCP, and only require the discharger to submit the NOI form and application fee.

Task 002: Risk Level Determination, and SWPPP/ESCP Preparation

If the site does not qualify for a small site waiver, then the project is subject to the waste discharge requirements of Order No. 2009-0009 DWQ, including submittal of PRDs and obtaining a Waste Discharge Identification Number (WDID).

Site Risk Level Determination. A Risk Level Determination will be performed for the project site based upon Sediment Risk and Receiving Water Risk over the planned duration for disturbed soil activities. The project Sediment Risk is determined by either (1) Board-provided GIS Maps and an EPA Rainfall Erosivity Calculator, or (2) site-specific soil particle size with slope length analysis and an EPA Rainfall Erosivity Calculator. The project Receiving Water Risk will utilize GIS Maps and tables available through SMARTS. Depending upon a variety of risk factors, the project Risk Level (Risk Level 1, 2, or 3) will be assigned.

SWPPP/ESCP. Based upon the Risk Level Determination, a SWPPP/ESCP will be prepared by an ENGEO Qualified SWPPP Developer (QSD). The SWPPP/ESCP shall be designed to address the following objectives:

1. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion and all other activities associated with construction activity are controlled.
2. Where not otherwise required to be under a Regional Water Board permit, all non-stormwater discharges are identified and then eliminated, controlled, or treated.
3. Site BMPs that are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity to the BAT/BCT standard.
4. Prepare calculations, design details and BMP controls for site run-on.
5. Provide stabilization BMPs to reduce or eliminate pollutants after construction is completed.

One draft of the project SWPPP/ESCP will be routed for review, and two hard copies of the final SWPPP/ESCP binder will be routed for appropriate signatures prior to uploading to SMARTS.

Task 003: NOI Submittal

Provided we are given access to the project as a Data Submitter, ENGEO will complete select elements of the NOI in SMARTS including uploading Permit Registration Documents (PRDs). The signed Fee Statement, signed NOI Form and check would be mailed in by the owner.

Task 004: BMP Monitoring Program

Order No. 2009-0009 DWQ Construction General Permit requires year-round monitoring of general BMPs, stormwater BMPs and non-stormwater BMPs to provide documentation of BMP maintenance and performance, and to alert the owner and/or specified BMP contractor when repairs to BMPs are needed. Considering a Risk Level 1 site, monitoring will be performed as follows:

- Weekly (year-round) for general project BMPs.
- Before, during and after a qualifying rain event¹ for general project BMPs.
 - Pre-storm event inspections will be conducted upon a 50% or greater chance of rain as reported by NOAA² within 48 hours of the forecasted storm event.
 - During storm events, at least one time per each 24-hour period, with storm event rainfall-to-date amounts documented.
 - Post-storm events that produce greater than ½ inch of rain as reported by NOAA.
- Quarterly for non-stormwater BMPs (January-March, April-June, July-September, and October-December).

All inspections shall occur during daylight hours during a normal work week (weekends and holidays excluded), at which time ENGEO shall verify that the previous site inspection reports (SIR) have been properly annotated and inserted into the onsite SWPPP binder. As part of our services, CASQA-based BMP monitoring checklist forms will be completed and forwarded to you as an Acrobat PDF for filing and for insertion into the onsite SWPPP binder.

If any breach or malfunction of the erosion and sediment control measures is observed, repair should be undertaken immediately by the property owner or their representative. ENGEO will

¹ A qualifying rain event is any event that produces ½ inch or more precipitation with a 48 hour or greater period between rain events (SWRCB, Order No. 2009-0009 DWQ)

² NOAA Storm Event Forecasting - <http://forecast.weather.gov/>, NOAA Precipitation Tracking - <http://www.cnrfc.noaa.gov>

assist by notifying you and/or the agreed upon contractor if repairs to, or alterations of the BMPs are needed. This process should allow repair measures to be undertaken in a timely fashion.

Task 005: Annual Report Preparation

The project spans two reporting years (July 1 through June 30); therefore, preparation of two annual reports will be necessary. By September 1 of each reporting year, the discharger shall prepare an Annual Report, which contains the following elements and training information:

- The names of individual(s) who performed the inspections, sampling, and/or measurements.
- The date, place, time of inspections, sampling, and/or measurements, including precipitation.
- The visual observation and sample collection exception records and reports specified.
- A summary of all corrective actions taken during the compliance year.
- Identification of any compliance activities or corrective actions that were not implemented.
- A summary of all violations of the General Permit.
- A summary and evaluation of sampling/analysis results, including laboratory reports, if any.
- The analytical method(s), reporting unit(s), and detection limit(s) of each parameter.
- Training information for individuals responsible for activities with permit compliance.
- Documentation of training for individuals responsible for BMP services.
- Documentation of training for individuals overseeing and amending the SWPPP.

Task 006: NOT Preparation

A Notice of Termination (NOT) including photographs and post-construction BMPs will be filed through the SMARTS system (<http://smarts.waterboards.ca.gov>) within 90 days of project completion.

FEES

The SWPPP services outlined above for the construction schedule provided (May 2012 through September 2012) can be performed for the following fees:

- Task 001: Small Construction Site Waiver Determination.....\$1,000
- Task 002: Risk Level Determination, SWPPP and ESCP Preparation.....\$8,000
- Task 003: NOI Submittal Assistance.....\$1,000
- Task 004: BMP Monitoring (estimate up to 25 visits @ \$350 per visit).....\$8,750
- Task 005: 2011 and 2012 Annual Reports (two reports).....\$3,000
- Task 006: NOT Preparation and Project Closeout.....\$1,000
- \$22,750

The actual number of monitoring and sampling events will depend on the number of rain events between May 2012 and September 2012.

LIMITATIONS AND CLOSING

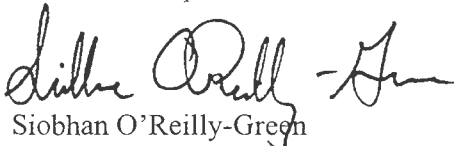
~~ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of Fifty Thousand Dollars (\$50,000.00) or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.~~


~~If you are in agreement with the scope of services and fee outlined above, please sign and return the attached Professional Service Agreement totaling \$22,750 as our formal authorization to proceed with the above services.~~

~~We appreciate the opportunity to prepare this proposal and look forward to continuing to provide our services to you. If you have any questions, please do not hesitate to contact us.~~

Sincerely,

ENGEO Incorporated


Siobhan O'Reilly-Green
Staff Engineer
sog/reviewed by jam/sp/jf:pro


Stefanos Papadopoulos, GE
Associate

Attachment: Professional Services Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2011

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

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

PRODUCER James C. Jenkins Ins. Services License No. 0545478 P. O. Box 13847 Sacramento CA 95853	CONTACT NAME: Patricia Bianco PHONE (A/C, No, Ext): 916-576-1517 FAX (A/C, No): 916-583-7613 E-MAIL ADDRESS: pbianco@jenkinsinsgroup.com
	INSURER(S) AFFORDING COVERAGE
INSURED ENGE0-1 ENGE0 Incorporated 2010 Crow Canyon Place #250 San Ramon CA 94583-4634	INSURER A: Travelers Property Casualty Co of A 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

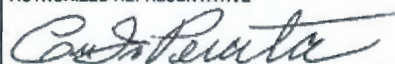
COVERAGES **CERTIFICATE NUMBER:** 812089984 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible NIL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		6608899N880	9/1/2011	9/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8108899N880	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		UB8669N078	9/1/2011	9/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: James Madison Middle School. Oakland Unified School District and its directors, officers, employees, agents and representatives are additional insured for General Liability and Automobile Liability per the attached forms. Primary wording applies to General Liability and Automobile Liability per the attached forms. Waiver of subrogation applies to Workers' Compensation per the attached form.

CERTIFICATE HOLDER Oakland Unified School District, Dept. of Facilities Planning and Management Attn: Timothy E. White, Assistant Superintendent 955 High Street Oakland CA *4601	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 
--	--

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

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

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

J. PERSONAL EFFECTS

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

Personal Effects Coverage

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

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

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

No deductibles apply to Personal Effects coverage.

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM


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

Contractor Information							
Contractor Name	ENGE0, Inc.	Agency's Contact	Stefanos Papadopoulos				
OUSD Vendor ID #	V060072	Title	Project Manager				
Street Address	1330 Broadway, Suite 730	City	Oakland	State	CA	Zip	94612
Telephone	510-451-1255	Policy Expires	9-1-2012				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	03039						

Term			
Date Work Will Begin	1-4-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	1-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$94,850.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$45,550.00
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	2159901813	6252	\$45,550.00

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	510-535-7081	Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	2-28-12	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	3-6-12	
3.	Associate Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		



Board Office Use: Legislative File Info.	
File ID Number	11-3050
Committee	Facilities
Introduction Date	12-6-2011
Enactment Number	11-2550
Enactment Date	12-14-11 13

Memo

To Board of Education

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

Board Meeting Date December 14, 2011

Subject Amendment No. 2, *Professional Services Contract* Purchase Order Increase - ENGEO Inc. - Madison Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 2, *Professional Services Contract* ~~Purchase Order~~ Increase with ENGEO Inc. for Geotechnical Services on behalf of the District at Madison Middle School Modernization Project, in an amount not-to exceed \$13,000.00 increasing previous contract amount from \$36,300.00 to a not to exceed amount of \$49,300.00, and revising the end date from January 4, 2011 through December 31, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The environmental testing by a state certified analytical laboratory for analysis of Title 22 metals by EPA Method 6010B and/or organochlorine pesticides (OCPs) by EPA Method 8081A for the Sobrante Park parcel, was not covered in the original scope of services.

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, Purchase Order Increase with ENGEO Inc. for Geotechnical Services on behalf of the District at Madison Middle School Modernization Project, in an amount not-to exceed \$13,000.00 increasing previous contract amount from \$36,300.00 to a not to exceed amount of \$49,300.00, and revising the end date from January 4, 2011 through December 31, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding sources for this project are Resource Codes: 9299, 9399 and 9499.

Attachments

- Professional Services Contract including scope of work

Key Code:

2159901813-6170

9171.000.000



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and ENGEO INC. OUSD entered into an Agreement with CONTRACTOR for services on January 4, 2011, 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 engineering consulting services for the Madison Middle School Modernization project.

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 One year (days/weeks/months), and the amended expiration date is December 31, 2012.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation is changed: The contract price is amended by
 Increase of \$13,000.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is Forty-nine thousand, three hundred dollars and no cents (\$49,300.00)

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)
1	5-25-2011	The scope of the project is to provide additional funding to conduct hazardous material testing services for the proposed site improvements at the James Madison Middle School. 1) Collect 12-soil samples from below the ground surface per Department of Toxic Substances (DTSC) guidelines; 2) Conduct analytical laboratory testing as required by the District.	\$2,500.00

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 12/15/11
Date

Edgar Rakestraw, Jr., Secretary 12/15/11
Board of Education Date

Timothy White, Assistant Superintendent Date
Facilities, Planning and Management

CONTRACTOR

Contractor Signature 10/25/11
Date

James E. Moore, Jr. Principal
Print Name, Title

Certified:

Edgar Rakestraw, Jr., Secretary
Board of Education

LEGISLATIVE FILE

File ID Number 11-3080
Introduction Date 12-6-11
Enactment Number 11-2550
Enactment Date 12-14-11 13

Contract No. _____

P.O. No. _____

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: ENGEO INC.

Billing Rate: Thirteen thousand dollars and no cents (\$13,000.00)

Description of Services to be Provided

1. **Goals or Objectives**
Additional engineering consultants
 2. **Description of Services to be Provided**
The scope of the project is to provide additional engineering consulting services for the Madison Middle School Modernization project.
 3. **Deliverables**
Geotechnical lab testing reports.
-

Project No.
9171.000.000

October 11, 2011

Mr. William Newby
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: James Madison Middle School Athletic Field
400 Capistrano Drive
Oakland, California

CHANGE ORDER REQUEST FOR ADDITIONAL SERVICES

Dear Mr. Newby:

At your request, we have prepared this additional scope of work and estimated fee to conduct the following tasks for the planned improvements at the James Madison Middle School Athletic Field in Oakland, California.

Review of CD specification

- Review the construction documents emailed to ENGEO on October 10, 2011 and provide supplemental recommendations, as needed
- Preparation of a review letter
- Provide 2 hours of as-needed engineering consultation to the design team

Estimated Fee: **\$3,000**

Improvements in Sobrante Park baseball field

- Geotechnical Field exploration – one day of drilling (six exploratory test borings up to 10-feet deep)
- Environmental sampling – sample at 8 locations concurrently with the geotechnical sampling
 - Haz-Mat Testing Organochlorine pesticides (OCPs) by EPA Method 8081A
 - Title 22 metals by EPA Method 6010B
- Geotechnical laboratory testing
- Amend James Madison geotechnical report to include the Sobrante Park baseball field
- Amend James Madison Haz-Mat Testing report to include the Sobrante Park baseball field

Estimated Fee: **\$10,000**

Oakland Unified School District
James Madison Middle School Athletic Field
CHANGE ORDER REQUEST FOR ADDITIONAL SERVICES

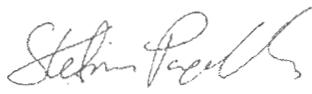
9171.000.000
October 11, 2011
Page 2

If the proposed services and fees are acceptable, please provide an addendum to our current contract for an amount of **\$13,000**. *Work will not commence without prior receipt of an executed agreement.*

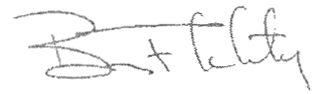
We look forward to working with you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

ENGEO Incorporated



Stefanos Papadopoulos, GE
Associate



Brian Flaherty, CEG
Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Name: ... Address: ... City: ...	CONTACT NAME Name: ... PHONE Cell No. Ext: ... FAX (Area) No. Ext: ... E-MAIL Address: ...
INSURED Name: ... Address: ... City: ...	INSURER A Name: ... INSURER B Name: ... INSURER C Name: ... INSURER D Name: ... INSURER E Name: ...

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INDIVID 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.

INS. LTR.	TYPE OF INSURANCE	ADD. SUBR. INSR. WYD.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					BODILY INJURY - \$1,000,000 BODILY PROPERTY DAMAGE - \$1,000,000 ADVERTISING - \$500,000 PERSONAL AND ADVERTISING INJURY - \$500,000 PRODUCTS - \$500,000 COMPLETION - \$500,000
	AUTOMOBILE LIABILITY					BODILY INJURY - \$1,000,000 BODILY PROPERTY DAMAGE - \$1,000,000 MEDICAL EXPENSES - \$100,000
	UMBRELLA LIAB.					\$1,000,000
	EXCESS LIAB.					\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					BODILY INJURY - \$1,000,000 SICKLE ACCIDENT - \$1,000,000 DISEASE - \$1,000,000 DISEASE - POLICY LIMIT - \$1,000,000

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

Police: Alameda County Sheriff's Office, Oakland Office, Oakland District and all law enforcement officers, employees, agents and contractors and any additional insured for general liability and automobile liability per the attached policy. Primary liability applies to general liability and automobile liability for the attached insured. Other policies apply to workers' compensation as per the attached policy.

CERTIFICATE HOLDER Oakland Unified School District, Dept. of Facilities Planning and Management Attn: Timothy D. White, Assistant Superintendent 225 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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

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

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

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|--|--|

A. BLANKET ADDITIONAL INSURED

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

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

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

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

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

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

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

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS.

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee"

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted

I. WAIVER OF DEDUCTIBLE – GLASS

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

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

J. PERSONAL EFFECTS

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

Personal Effects Coverage

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

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

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

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

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

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

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

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

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) –

POLICY NUMBER: UB8669N078

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER

Job Description

AS REQUIRED IN WRITTEN AGREEMENT

PROFESSIONAL SERVICES CONTRACT ROUTING FORM


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

Contractor Information			
Contractor Name	ENGEQ, Inc.	Agency's Contact	Stefanos Papadopoulos
OUSD Vendor ID #	V060072	Title	Project Manager
Street Address	1330 Broadway Street, No. 730	City	Oakland State CA Zip 94612
Telephone	510-451-1255	Policy Expires	11-1-2012
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	03039		

Term			
Date Work Will Begin	1-4-2011	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	\$ 49,300.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 13,000.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2159901813	6170	\$ 13,000.00
				\$

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.					
	Division Head	Charles Love	Phone	510-535-7081	Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	10-28-11	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	11-2-11	
3.	Assistant Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		

Board Office Use: Legislative File Info.
File ID Number 11-1080
Committee Facilities
Introduction Date 5-17 2011
Enactment Number 11-0921
Enactment Date 5-25-11



Memo

To Board of Education

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

Board Meeting Date May 25, 2011

Subject Amendment No. 1-Professional Services Facilities Contract - ENGEO, Inc. -
Madison Middle School Modernization Project

A handwritten signature in black ink, appearing to be "TJL".

Action Requested Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with ENGEO, Inc. for Testing Services on behalf of the District at Madison Middle School Modernization Project, in an amount not-to exceed \$2,500.00, increasing previous contract amount from \$33,800.00 to a not to exceed amount of \$36,200. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The environmental testing by a state certified analytical laboratory for analysis of Title 22 metals by EPA Method 6010B and/or organochlorine pesticides (OCPs) by EPA Method 8081A, was not covered in the original scope of services.

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. 1, Professional Services Facilities Contract with ENGEO, Inc. for Testing Services on behalf of the District at Madison Middle School Modernization Project, in an amount not-to exceed \$2,500.00, increasing previous contract amount from \$33,800.00 to a not to exceed amount of \$36,200. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2159901810-6170



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and ENGEO Inc. OUSD entered into an Agreement with CONTRACTOR for services on January 4, 2011, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional funding to conduct hazardous material testing services for the proposed site improvements at the James Madison Middle School. 1) Collect 12-soil samples from below the ground surface per Department of Toxic Substances (DTSC) guidelines; 2) Conduct analytical laboratory testing as required by the District.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional: _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$2,500.00</u> to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Thirty-six thousand, three hundred dollars and no cents (\$36,300.00)</u></p>		

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

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee 5/26/11
 Gary Yee, President, Board of Education Date

Edgar Rakestraw, Jr. 5/24/11
 Edgar Rakestraw, Jr., Secretary Date
 Board of Education

Timothy White _____
 Timothy White, Assistant Superintendent Date
 Facilities, Planning and Management

CONTRACTOR

Daniel S. Haymosch 4/28/11
 Contractor Signature Date
 Daniel S. Haymosch, Principal
 Print Name, Title

File ID Number: 11-1080
 Introduction Date: 5-17-11
 Enactment Number: 11-0921
 Enactment Date: 5-25-11
 By: [Signature]

10946 4th STREET
 OAKLAND, CA 94601
 122-2 P 1:42
 PLANNING AND DEPARTMENT

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: ENGEO INC.

Billing Rate: Twenty-five hundred dollars and no cents (\$2,500.00)

Description of Services to be Provided

1. **Goals or Objectives**
Additional testing
 2. **Description of Services to be Provided**
The scope of the project is to provide additional funding to conduct hazardous material testing services for the proposed site improvements at the James Madison Middle School. 1) Collect 12-soil samples from below the ground surface per Department of Toxic Substances (DTSC) guidelines; 2) Conduct analytical laboratory testing as required by the District.
 3. **Deliverables**
Testing report.
-

Project No.
9171.000.000

April 11, 2011

Mr. William Newby
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: James Madison Middle School Athletic Field
400 Capistrano Drive
Oakland, California

PROPOSAL FOR HAZARDOUS MATERIAL TESTING SERVICES

Dear Mr. Newby:

At your request, we have prepared this proposal to conduct hazardous material testing services for the planned improvements at the James Madison Middle School athletic field in Oakland, California.

Our scope of services for the five-acre site will include the following:

- Collect 12-soil samples from 0 to 6" below the ground surface per DTSC guidelines.
- Conduct the following analytical laboratory testing requested by your office
 - Organochlorine pesticides (OCPs) by EPA Method 8081A
 - Title 22 metals by EPA Method 6010B

We propose to perform the scope of work outlined above on a fixed fee basis. On this basis, we estimate that our fee will be as follows:

Soil sampling	\$ 700
Laboratory Testing	\$1,300
Report	<u>\$ 500</u>
Total	\$2,500

We estimate that the time required to complete the site reconnaissance and sampling of the surface soils will be one-half day. Our report should be completed within two weeks following the completion of our sampling. If this schedule does not meet your needs, please notify us and we can attempt to modify the schedule duration.

Oakland Unified School District
James Madison Middle School Athletic Field
PROPOSAL FOR HAZARDOUS MATERIAL TESTING SERVICES

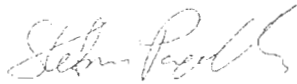
9171.000.000
April 11, 2011
Page 2

If the proposed services and fee are acceptable, please provide an addendum to our current contract for an amount of **\$2,500**. *Work will not commence without prior receipt of an executed agreement.*

We look forward to working with you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

ENGEO Incorporated



Stefanos Papadopoulos, GE
Associate



Brian Maherty, CEG
Principal

PREFERRED CLIENT FEE SCHEDULE

Effective April 2011

PROFESSIONAL SERVICES

President.....	\$260.00 per hour
Principal Engineer/Geologist.....	\$210.00 per hour
Associate Engineer/Geologist.....	\$185.00 per hour
Senior Engineer/Geologist.....	\$170.00 per hour
Project Engineer/Geologist/Manager.....	\$148.00 per hour
Staff Engineer/Geologist.....	\$130.00 per hour
Construction Services Manager.....	\$130.00 per hour
Senior Field Representative II.....	\$125.00 per hour
Senior Field Representative I.....	\$110.00 per hour ^{1,2,*}
Field Representative.....	\$98.00 per hour ^{1,2,*}
Laboratory Technician.....	\$110.00 per hour ³
CAD Specialist.....	\$103.00 per hour
Network Administrator.....	\$90.00 per hour
Project Assistant.....	\$88.00 per hour

- ¹ Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.
- ² **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ³ For Prevailing Wage projects, increase the hourly rate by \$15
- ⁴ Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9999.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental.....Cost plus 20%
- Deposition, Court Appearance (Minimum Charge)..... \$1,000.00 half day, \$3,200.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Unless stated elsewhere in the agreement or agreed otherwise in writing, ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of Five Thousand Dollars (\$5,000.00) or twice ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Madison Middle School Modernization	Site	Madison 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
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Contractor Information

Contractor Name	ENGEQ, Inc.	Agency's Contact	Stefanos Papadopoulos		
OUSD Vendor ID #	V060072	Title	Project Manager		
Street Address	1330 Broadway, Suite 730	City	Oakland	State	CA Zip 94612
Telephone	510-451-125	Policy Expires	4-1-2011		
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 #	03039				

Term

Date Work Will Begin	1-4-2011	Date Work Will End By	(not more than 5 years from start date)	12-31-2011
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$36,300.00
Pay Rate Per Hour (if hourly)	\$	If Amendment, Changed Amount	\$ 2,500.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2159901810	6170	\$2,500.00
				\$

Approval and Routing (in order of approval steps)

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

	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	5-3-11		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	5-3-11		
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			

Board Office Use: Legislative File Info.

File ID Number	11-0284
Committee	Facilities
Production Date	2-15-2011
Attachment Number	11-0320
Attachment Date	2-23-11 <i>RS</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

Board of Education

TS

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

Board Meeting Date: February 23, 2011

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
1-0276	Lowell Windows Shades	\$5,720.00	GO Bond-Measure B	PO	Lowell MS Modernization	2-1-2011 thru 2-20- 2011	Oakland
1-0277	Chassy International	\$1,295.00	GO Bond-Measure A	PO	Division of Facilities Planning and Management	1-1-2011 thru 12-31- 2011	Oakland
1-0278	Contract by Design	\$10,300.00	General Obligation Bond	PO	Bret Harve MS Modernization	2-1-2011 thru 8-31- 2011	Elcote
1-0279	Commercial Systems	\$6,588.00	Risk Management	PO	Claremont Gym Fire Repair	1-4-2011 thru 2-4- 2011	Redwood City
1-0281	Digital Electrical Enterprises	\$4,000.00	GO Bond-Measure B	PO	Truman (Small School) Modernization Phase III	1-2-2011 thru 8-31- 2011	Oakland
1-0283	Drapery Concepts	\$2,100.00	GO Bond-Measure B	PO	Montera MS Modernization	2-1-2011 thru 12-31- 2011	Robert Park
1-0284	ENGEQ, Inc.	\$33,500.00	GO Bond-Measure B	PO	Madison MS Modernization	1-4-2011 thru 12-31- 2011	Oakland
1-0285	Hertz Furniture	\$13,335.72	GO Bond-Measure B	PO	Cox New Classroom Building	12-1-2010 thru 12-31- 2011	Milwan, NJ
1-0286	Humanized Productions	\$15,000.00	GO Bond-Measure B	PO	Division of Facilities Planning and Management	1-1-2010 thru 1-1- 2011	Oakland
1-0287	Kvant Graphics	\$23,500.00	GO Bond-Measure B	PO	Montera Modernization	1-22-2011 thru 12-31- 2011	Sonoma
1-0290	Lee Stern	\$3,609.35	Developer Fees	PO Increase	Downtown Educational	12-28-2010 thru 1-31-	Oakland



OAKLAND UNIFIED SCHOOL DISTRICT

294	ABC, Inc.	\$3,400,000	Urban Forestry Grant	P/O	Complex District Elementary School	2011 1-14-2011 thru 12-31-2011	Berkeley
295	Masterly Mechanical	\$1,970,000	Park Management	PO	Claremont Gymnasium	1-13-2011 thru 1-29-2011	Oakland
296	Rockwell Inc	\$1,200,000	GO Bond Measure B	PO	Claremont High Classroom B MP Building	12-15-2010 thru 3-31-2011	Oakland
297	Sports Structures Inc/Elmer	\$2,000,000	GO Bond Measure B	PO	Amador High Structures 540001	1-21-2011 thru 4-29-2011	East Aurora, NY
298	Thompson and Thomson Fenwick	\$4,000,000	Developer Fees	P/O Increase	Esplanade Public Market Complex	12-28-2010 thru 1-31-2011	San Leandro
299	Tri-Signal Integration	\$1,000,000	GO Bond Measure B	P/O	Esplanade Vaccination	1-26-2011 thru 12-31-2011	San Leandro
300	Tri-Signal Integration	\$6,000,000	GO Bond Measure B	P/O	Rockwell Health Center	1-26-2011 thru 12-31-2011	San Leandro
301	Tri-Signal Integration	\$11,000,000	GO Bond Measure B	P/O Increase	Rockwell Heights Fire Alarm Equipment	12-18-2010 thru 12-31-2011	San Leandro
302	Tri-Signal Integration, Inc.	\$6,000,000	GO Bond Measure B	PO	Rockwell Mechanical Equipment	12-18-2010 thru 12-31-2011	San Leandro

discussion:

One of 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.

Meeting 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.



OAKLAND UNIFIED
SCHOOL DISTRICT

cal Impact:

ious

commendation:

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



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and ENGFO, 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 1-4-2011. The work shall be completed no later than 12-31-2011.

3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed thirty-three thousand, eight hundred dollars and no cents (\$33,800.00). 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:	CONTRACTOR:
Name: <u>Timothy White</u>	Name: <u>Stefanos Panadopoulos</u>
Site /Dept.: <u>Facilities Planning and Management</u>	Title: <u>Project Manager</u>
Address: <u>955 High Street</u>	Address: <u>1330 Broadway, Suite 730</u>
<u>Oakland, CA 94601</u>	<u>Oakland, CA 94612</u>
Phone: <u>(510)879-3664</u>	Phone: <u>(510)241-1255</u>

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.

Attachment No. 17-0289
 Attachment Date 2-15-2011

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.
- a. 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.
 - b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 - c. 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.
 - d. *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. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial:  _____

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and/or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

11. **Insurance:**

11.1 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.

11.1.1 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.

11.1.2 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.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from

bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

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

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

11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

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

11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, 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.

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

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

11.7 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.

11.8 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:

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

12. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

13. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

14. **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).

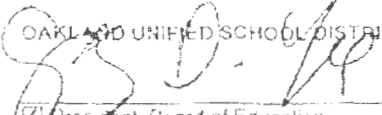
15. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.


16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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).
23. **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.
24. **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.
25. **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.

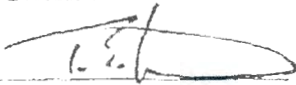
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1080 et seq and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. 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

- 26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supercedes 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.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **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.
- 31. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Superintendent


 Secretary,
 Board of Education



 Assistant Superintendent,
 Department of Facilities Planning and Management

Date: 2/24/11

Date: 2/24/11

Date: _____

CONTRACTOR


 Contractor Signature

Date: 1-3-11

Donald Bruggers ; Principal
 Print Name Title

File ID Number: 11-0284
 Introduction Date: 2-15-11
 Enactment Number: 150320
 Enactment Date: 2-23-11
 By: [Signature]

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: ENGEO, INC.

Billing Rate: Thirty-three thousand, eight hundred dollars and no cents (\$33,800.00)

Description of Services to be Provided

The scope of the project is to provide geotechnical and environmental engineering services for the project. Environmental Site Assessment (Phase 1) – Site Reconnaissance and Record Research.

Project No.
P2010.000.409

November 4, 2010
Revised November 19, 2010

Mr. David D. Colbert
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: James Madison Middle School Athletic Field
400 Capistrano Drive
Oakland, California

**PROPOSAL FOR GEOTECHNICAL AND ENVIRONMENTAL
ENGINEERING SERVICES**

Dear Mr. Colbert:

We are pleased to present this revised proposal to provide geotechnical and environmental engineering services for the planned improvements at the James Madison Middle School athletic field in Oakland, California. At the request of Mr. Aaron Quintanar with the Oakland Unified School District, we revised our proposal to include the following scope of services that will be provided in three phases.

- Environmental site assessment (Phase I)
- Geotechnical feasibility study
- Geotechnical exploration
- As-needed geotechnical consultation

SITE LOCATION AND PROJECT DESCRIPTION

James Madison Middle School is located at 400 Capistrano Drive in Oakland, California. The athletic field, located east of the play yard area, borders Sobrante Park Elementary School to the north and private residences to south and east.

The existing sports field consists of natural turf with a baseball diamond located on the northeastern corner of the field. The proposed improvements include replacement of the existing natural turf field with a new synthetic (artificial) turf.

SCOPE OF SERVICES

Environmental Site Assessment (Phase I)

The proposed scope of services includes the following:

- A review of the existing environmental documents provided.
- A review of publicly available and practically reviewable standard local, state or tribal, and federal environmental record sources.
- A review of publicly available and practically reviewable standard historical sources, aerial photographs, Sanborn Fire Insurance Maps, and physical setting sources.
- A reconnaissance of the property and observation of adjoining properties.
- Interviews with present and past owners, operators and/or occupants of the property and government officials.
- Preparation of a report with our findings, opinions and conclusions.

Site Reconnaissance

We will conduct a reconnaissance of the property to visually and/or physically review site use and current conditions. The reconnaissance will be conducted to check for the storage, use, production or disposal of hazardous or potentially hazardous materials.

The reconnaissance allows ENGEO to observe areas of visible soil, pavement or concrete staining and/or stressed vegetation representing potential environmental impacts to the site soil or groundwater. The property will be observed for fill pipes, concrete pads or depressed and settling areas of soil that may be indicative of underground storage tanks.

During the site reconnaissance, adjoining properties will be visually and/or physically observed from the vantage point of the subject property boundaries. This observation will be conducted to determine if any recognized environmental conditions in connection with the property exist.

Records Research

We will review a government records database report prepared by Environmental Data Resources (EDR) to evaluate hazardous materials information regarding the subject site and nearby properties. If appropriate, agency-specific file research may be necessary for information regarding the subject property and nearby sites.

Available historic sequences of aerial photographs, topographic maps and Sanborn Fire Insurance Maps will be reviewed for the past use of the property. Aerial photographs will be reviewed for the history of development on the parcel and in the site vicinity.

We request that you provide data on the subject property that you may have available. This data includes such items as the title report, chain-of-title (provided) and other prepared legal descriptions of the property; construction drawings, including the location of easements and utility trenches; site drawings with the location of the wells, sumps, concrete cellars and other structures or materials storage areas; construction drawings from site improvements; and other pertinent data from your files that may apply to site use.

Two environmental questionnaires are included as attachments to this proposal, one to be completed by you as the User and one to be completed by a Key Site Manager. The Key Site Manager can be the current property owner, owner representative, facilities manager, leasing agent, or other person having good knowledge of the uses and physical characteristics of the property. In some cases, the User may fit the definition of a Key Site Manager.

Report Preparation

After compiling and reviewing the collected data, we will prepare a written report. The report will document the services performed and the findings of the assessment with our opinions, conclusions and recommendations regarding potential environmental concerns.

Geotechnical Feasibility Study

The geotechnical feasibility study will include a geologic assessment based on published geologic maps, field reconnaissance and sampling of the surface soils (within the upper 2 feet), limited laboratory testing and preparation of a letter report. The report will include the findings of our study and provide preliminary recommendations for site grading, subgrade preparation for the synthetic field and site drainage.

Geotechnical Exploration

The geotechnical exploration will include the drilling of six test borings to a depth of approximately 10 feet, laboratory testing and the development of recommendations for site grading and subgrade preparation for the synthetic field and recommendations for other site improvements such as concrete flat work, retaining walls, light pole and fencing.

Field Investigation

At the District's request, we will evaluate the subsurface conditions at the site drilling of six exploratory test borings. The borings will be scattered throughout the site with two borings located in the northern third of the site, two in the middle third, and two in the southern third. The borings will extend to approximately 10 feet below ground surface.

The borings will be advanced using a truck-mounted drill rig. An ENGEO engineer or geologist will observe drilling of the borings, log the soils encountered and obtain soil samples at regular intervals for visual classification and laboratory testing.

Prior to performing the test borings, we will obtain the necessary drilling permits from the Alameda County Environmental Health Services Division. We will mark our proposed boring locations in the field and notify Underground Service Alert (USA) of our intent to drill. In addition, we will retain the services of a private utility locator to evaluate buried utilities prior to beginning our field investigation.

Soil cuttings generated by drilling will be placed in a 55-gallon drum to be stored at an onsite location designated by school personnel until tested for hazardous materials, if necessary. The drummed cuttings will be removed by a subcontracted hauler or reused onsite if acceptable to the Oakland Unified School District project manager. The boreholes will be backfilled with cement grout in accordance with Alameda County Department of Public Health requirements.

Environmental Testing of Drilling Cuttings (if needed)

We are including a separate task for costs associated with environmental testing and disposal of the soil cuttings stored onsite in 55-gallon drums.

Laboratory Testing

The engineering characteristics of the soils will be evaluated by laboratory testing. The samples will be re-examined in our laboratory to verify field classifications and the testing program will likely include moisture content/dry density determinations, plasticity, sieve analysis and/or percentage passing a #200 sieve, as appropriate. Sulfate ion concentration tests will be conducted on near-surface soil samples to assist in the selection of concrete mix design parameters.

Final Report

Upon completion of our exploration, we will prepare a report that will include our findings, conclusions, and recommendations. The report will describe subsurface conditions at the site and will include field data, test borelogs, and a site plan showing the location of the exploratory bore

holes. The report will present discussions, conclusions, and recommendations regarding the following:

- Soil, bedrock and groundwater conditions at the site.
- Site seismicity, geologic and seismic hazards.
- Grading recommendations.
- Subsurface drainage requirements, if any.
- Subgrade preparation for the synthetic field.
- Subgrade preparation for slab, exterior concrete flatwork and pavement areas.
- Foundation recommendations for site retaining walls, areal lights, and perimeter fencing.

As-needed Engineering Consultation Services during Planning and Final Design

During the planning, design and review phase for the proposed improvements, we will provide the following engineering consultation services:

- Attend up to two meeting/teleconference with the project architect and the design team
- Grading plan and foundation plan review
- Provide as-needed engineering consultation to the project Architect and the design team during the planning, design and review phase of the project

SCHEDULE

For the geotechnical feasibility study, we estimate that the time required to complete the site reconnaissance and sampling of the surface soils will be one day. Our report should be completed within two weeks following the completion of our site reconnaissance and sampling.

For the limited geotechnical exploration, we estimate that the time required to complete the field exploration will be one day. Our report should be completed within three weeks following the completion of our field exploration. If this schedule does not meet your needs, please notify us and we can attempt to modify the schedule duration.

For the environmental site assessment, a report will be provided within three weeks following our receipt of formal authorization. During the course of our study, we will keep you and your design teams advised of our findings and provide preliminary consultations and recommendations as requested.

ESTIMATED FEE

We propose to perform the geotechnical feasibility study, environmental assessment, and limited geotechnical exploration services outlined above on a fixed fee basis. On this basis, we estimate that our fee will be as follows:

Pre-construction Services	Estimated Fee	Subtotal
Geotechnical Feasibility Study		
Site Reconnaissance and Sampling	\$1,000	
Laboratory Testing	\$1000	
Final Report	\$2,500	
Subtotal		\$4,500
Environmental Site Assessment (Phase I)		\$4,000
Limited Geotechnical Exploration		
Field Investigation	4,500	
Environmental Testing of Drilling Cuttings (if needed, \$500)		
Lab testing	\$1,000	
Final Report	\$3,000	
Subtotal		\$8,500
As-needed Pre-Construction Engineering Consultation		\$3,000
PRE-CONSTRUCTION SERVICES TOTAL		\$20,000

At your request, we can combine the feasibility study with the exploration thus reducing the overall fees for pre-construction services to **\$16,500**.

Site Access

Necessary removal of fences, unlocking of gates, removal of parked vehicles, permission to enter the site from the current owner or leaseholder, and/or required use permits need to be secured by the client prior to our field activities. If site access or weather conditions restrict our field operations, a revision to our estimate may be necessary.

Prior to initiating our subsurface exploration, all site utilities and utility easements must be accurately located in the field. This information must be made available to ENGEO at least

two days prior to our field exploration. ENGEO will accept no responsibility for damage to existing utilities not accurately located in the manner described above.

The scope of services described above does not include the assessment of environmental characteristics involving hazardous or toxic substances. In the event potentially hazardous materials are identified visually or by odor within our exploratory borings, we will notify you as soon as possible of such an occurrence in order to decide mutually whether to continue, suspend,

RECOMMENDED CONSTRUCTION PHASE SUPPORT

Geotechnical Consultation Services with Testing and Observation Services During Construction

Our services during construction will include as-needed geotechnical consultation, compaction testing of the subgrade soils for compliance with the recommendations and specifications of the geotechnical report, preparation of final testing and observation report documenting the compaction tests and any field geotechnical recommendations provided during construction. The total cost of our services during construction will depend on the construction schedule.

For planning purposes, we recommend you budget one week of full-time and two weeks of part-time testing and observation services during grading and construction of the synthetic field.

Estimated Fee

We propose to perform the testing and observation services during construction on a time-and-expense basis in accordance with our 2010 preferred client fees schedule. On this basis, we estimate that our fee will be as follows:

Services During Construction	Estimated Fee
One week of full-time (8 hours, M-F), testing and observation services. One field technician supported by a field manager, including equipment, vehicle and wireless communication	\$6,000
One week of part-time (4 hours, M-F), testing and observation services. One field technician supported by a field manager, including equipment, vehicle and wireless communication	\$3,000
Laboratory Testing	\$1,800
As-needed geotechnical consultation up to 8 hours and final testing and observation report	\$3,000
Subtotal	\$13,800

LIMITATIONS


ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of Fifty Thousand Dollars (\$50,000.00) or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.


If the proposed services and fee are acceptable, we have provided two copies of our Professional Services Agreement for your signature and authorization to proceed. *Work will not commence without prior receipt of an executed agreement.*

We look forward to working with you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

ENGEO Incorporated


Stefanos Papadopoulos, PE
Senior Engineer
sp/bf/jf:pro


Brian Flaherty, CEG
Principal Geologist

Attachments: Professional Services Agreement
2010 Preferred Client Fee Schedule

Client: Oakland Unified School District

Client Contact: David Colbert

Client Address: 955 High Street Oakland, CA 94601

Project Name and Location: James Madison Middle School Athletic Field, 400 Capistrano Drive, Oakland, CA 94603

Scope of Services: In accordance with our attached proposal dated November 19, 2010.

Estimated Fees: For a fee of \$20,000 in accordance with our attached proposal dated November 19, 2010.

TERMS AND CONDITIONS

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and ENGEO.
2. This agreement shall not be assigned by either Client or ENGEO without the prior written consent of the other.
3. This agreement contains the entire agreement between Client and ENGEO relating to the project(s) and the provision of services to the project(s). Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement or its referenced documents are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and ENGEO.
4. ENGEO's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and ENGEO.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. ENGEO shall only act as an advisor in all governmental relations. ENGEO shall not be construed as an agent of Client.
8. ENGEO shall sign certifications only if ENGEO approves the form of such certifications prior to the commencement of services, and provided such certifications are limited to statements of professional opinion and do not constitute a warranty or guarantee, expressed or implied.
9. All reports, documents, drawings and other instruments of ENGEO's service, and copies thereof, created by ENGEO pursuant to this agreement, shall remain the property of ENGEO. Client agrees that the instruments of service provided to Client by ENGEO shall not be subject to unauthorized reuse, that is, reuse without written authorization of ENGEO. Such authorization is essential because it requires ENGEO to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, Client agrees to waive any claim against ENGEO, and defend, indemnify and hold ENGEO harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of ENGEO's instruments of service. Client further agrees to compensate ENGEO for any time spent or expenses incurred by ENGEO in defense of any such claim, in accordance with ENGEO's prevailing fee schedule and expense reimbursement policy.
10. Samples will be discarded immediately after testing. Those not tested will be discarded 30 days after sampling. Samples shall remain the property of Client, and Client shall be responsible for removal and lawful disposal of hazardous materials and containers.
11. Client shall not permit or authorize changes in the reports and documents prepared by ENGEO pursuant to this agreement. Client acknowledges that any changes and their effects are not the responsibility of ENGEO and Client agrees to release ENGEO from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless ENGEO, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
12. Client acknowledges that its right to utilize the services and instruments of service provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that ENGEO has the unrestricted right to use the services provided pursuant to this agreement as well as all instruments of service provided pursuant to this agreement.
13. Client is to furnish ENGEO free access to the project site in order to make the necessary borings, reconnaissance, or other explorations, whether invasive or noninvasive. ENGEO will exercise reasonable care; but some damage is unavoidable. Cost of repair is not included in the fee and is Client's responsibility.
14. Client shall furnish ENGEO the locations of all underground utilities or buried structures. ENGEO shall not be liable for damage to any utilities or structures, which were not accurately defined and/or located by the Client.
15. ENGEO and Client agree that there are risks of earth movement and property damage inherent in field exploration, land development and repair; that ENGEO has not been authorized to perform the exhaustive and economically infeasible investigation necessary to eliminate such risks; and that ENGEO thus does not guarantee or warrant the results of its work.
16. Upon written request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges, which are necessary for ENGEO to perform its obligations under this agreement.
17. Client agrees not to use or permit any other person to use reports or other instruments of service prepared by ENGEO, which reports or other instruments of service are not final and which are not signed, stamped or sealed by ENGEO. Client agrees to be liable and responsible for any such use of nonfinal reports, or other instruments of service not signed, stamped or sealed by ENGEO and waives liability against ENGEO for their use. Client further agrees that final reports or other instruments of service are for the exclusive use of Client and may be used by Client only for the project described on the face hereof.
18. ENGEO has a right to complete all services agreed to be rendered pursuant to this agreement. Either Client or ENGEO may terminate this agreement at any time before completion of all services by giving seven (7) days written notice thereof to the other. If terminated by Client, Client agrees to release ENGEO and hold ENGEO harmless from all liability for work performed.
19. ENGEO shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
20. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which ENGEO may have for the performance of services pursuant to this agreement. Client agrees to separately provide to ENGEO the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide ENGEO with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
21. If payment for ENGEO's services is to be made on behalf of Client by a third-party lender, Client agrees that ENGEO shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
22. Charges not paid within thirty (30) days of invoice will accrue a late charge at a rate of 1.5 percent per month. If Client fails to pay ENGEO within thirty (30) days after invoices are rendered, Client agrees that ENGEO has the right to consider such nonpayment a material breach of

Client agrees that ENGE0 is not responsible for damages nor shall ENGE0 be deemed to be in default of this agreement.

ENGE0 shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, or building permits.

Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which ENGE0's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

Client acknowledges that ENGE0 is not responsible for the performance or work by third parties including, but not limited to, the construction contractor and its subcontractors.

Client acknowledges that the work performed pursuant to this agreement is based upon field and other conditions discovered at the time of preparation of ENGE0's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction observation, or if subsequent to this agreement Client retains other persons or entities to provide such services, Client acknowledges that such services will be performed by others and Client will defend, indemnify and hold ENGE0 harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of ENGE0; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of ENGE0.

In the event Client discovers or becomes aware of field or other conditions which necessitate clarifications, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify ENGE0 and engage ENGE0 to prepare the necessary clarifications, adjustments, modifications or other changes to ENGE0's work before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project, which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify ENGE0 pursuant to the provisions of this paragraph.

Client agrees that the sole recourse for damages to Client arising from the services provided to Client by ENGE0 under this agreement shall be against ENGE0 and Client waives any claim against any employees, directors, officers, agents, or affiliates of ENGE0.

The fee(s) quoted in this contract is valid for 60 days from the contract date and unless stated otherwise, is approximate only.

ENGE0'S LIABILITY FOR DAMAGE DUE TO PROFESSIONAL NEGLIGENCE, ACTS, ERRORS, OMISSIONS, BREACH OF CONTRACT AND CONSEQUENTIAL DAMAGES WILL BE LIMITED BY CLIENT TO AN AMOUNT NOT TO EXCEED AN AGGREGATE LIMIT OF FIFTY THOUSAND DOLLARS (\$50,000) OR ENGE0'S FEE, WHICHEVER IS GREATER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. In the event that Client does not wish to limit ENGE0's liability in accordance with the provisions stated herein, ENGE0 agrees to waive this limitation upon written notice from the Client received within five (5) days after the date this agreement is fully executed, and Client agrees to pay Two Hundred Fifty Thousand Dollars, (\$250,000.00) or an additional sum equivalent to ten percent (10%) of the total fee, whichever is greater, said consideration to be called "Waiver of Limitation of Professional Liability Charge". This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work for which there is no limitation of liability. ENGE0 and Client each agree that in no event will either hold the other liable for incidental or consequential damages in connection with any claim arising from or related to this agreement or ENGE0's services. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by ENGE0 of such limitation of professional liability for design defects, errors, omissions, professional negligence, breach of contract and consequential damages, and to require as a condition precedent to their performing their work, a like limitation of liability on their part as against ENGE0.

Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold ENGE0 harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of ENGE0.

Client acknowledges that ENGE0's scope of services for this project does not include removal or abatement of environmental contaminants. Should ENGE0 or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any nearby areas which may affect ENGE0's work, ENGE0 may, at its option, terminate work on the project until such time as Client retains ENGE0 to mitigate, abate and/or remove environmental contaminants. Client agrees that the discovery of unanticipated environmental contaminants may make it necessary for ENGE0 to take immediate measures to protect health and safety. Client agrees to compensate ENGE0 for all costs incident to the discovery of environmental contaminants.

Client recognizes that ENGE0's failure to detect the presence of environmental contaminants at a site, even though environmental contaminants may be assumed or expected to exist through the use of appropriate sampling techniques, does not guarantee that environmental contaminants do not exist at the site. Similarly, Client recognizes that ENGE0's subsurface explorations may not encounter environmental contaminants at a site, which may later be discovered. Client agrees to waive any claim against ENGE0 and agrees to defend, indemnify, and hold ENGE0 harmless from claims or liability for injury or loss arising from ENGE0's failure to detect the presence of environmental contaminants through techniques commonly employed for the purpose.

Client agrees to save, indemnify, and hold harmless ENGE0 against any and all liability, claims, judgments, or demands, arising from injuries or death of persons (Client's employees, subcontractors, and consultants included), damage to property, diminution in property value arising directly or indirectly out of the obligations herein undertaken or out of the services rendered by ENGE0, save and except claims or litigation arising through the sole negligence or sole willful misconduct of ENGE0, and will make good to and reimburse ENGE0 for any expenditures, including reasonable attorneys fees, ENGE0 may incur in such matters, and, if requested by ENGE0, will defend any such suits at the sole cost and expense of the Client.

Subject to any shorter period provided under applicable statutes of limitations, Client agrees that it will not assert any claim or action arising from or in any way related to ENGE0's services under this agreement later than three years following the Completion Date. This provision applies regardless of whether such claim or action alleges breach of contract, tort, indemnity, or any other legal theory, and regardless of whether it alleges any patent or latent deficiency in ENGE0's services. The Completion Date relating to the services performed under this agreement is the date of the last published technical document required under this agreement.

PREFERRED CLIENT FEE SCHEDULE

Effective April 2010

PROFESSIONAL SERVICES

President.....	\$250.00 per hour
Principal Engineer/Geologist.....	\$200.00 per hour
Associate Engineer/Geologist.....	\$185.00 per hour
Senior Engineer/Geologist.....	\$165.00 per hour
Project Engineer/Geologist/Manager.....	\$145.00 per hour
Staff Engineer/Geologist.....	\$125.00 per hour
Construction Services Manager.....	\$125.00 per hour
Senior Construction Services Technician.....	\$105.00 per hour**
Construction Services Technician.....	\$93.00 per hour**
Environmental Technician.....	\$110.00 per hour*
Lab Technician/Manager.....	\$100.00 per hour*
CAD Specialist.....	\$98.00 per hour
Network Administrator.....	\$90.00 per hour
Project Assistant.....	\$85.00 per hour

- * Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.
- * OVERTIME RATES: Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$15.
- ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Court Appearance (Minimum Charge).....\$1,600.00 half day
\$3,200.00 full day

TERMS OF PAYMENT

Invoices will be submitted at completion of work or at approximately two week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT	COMMENTS	DESCRIPTION	COST PER UNIT (\$)	UNIT	COMMENTS
12V/24V Water Sampling Pumps	100.00	day		Multi-parameter Water Meter	10.00	hour	
1850 W Generator	50.00	day		Nuclear Density Gauge	15.00	hour	
55-Gallon Drums	50.00	Each		pH Meter	5.00	hour	
Air Content Meter	7.00	hour		Photo Ionization Detector	125.00	day	
Air Sample Bags	15.00	each		Pondpac	50.00	hour	
Air Sampling Pump	25.00	day		Pressured Bailers with Filters	25.00	each	
All-Terrain Vehicle (Mile)	25.00	hour		Pump - Diaphragm Surface	12.00	hour	
Anchor Bolt Testing Device	15.00	hour	4 hr min	R Meter (Pachometer)	12.00	hour	4 hr min
Bailers (Disposable)	8.00	each		Range Finder	3.00	hour	
Basecamp Software	25.00	Month		Redflow Pump with Generator	200.00	day	
Brunton Transit	3.00	hour		Resistivity Meter	10.00	hour	
Camera - Digital	10.00	hour		Retaining Wall Software	15.00	hour	
Camera - Disposable	8.00	each		Riprap Design	25.00	hour	
Camera - Underground	50.00	hour		Sampling Tubes	6.00	each	
Camera - Video	10.00	hour		Sand Cone Equipment and Material	25.00	day	
Centrifugal Pump	75.00	day		Scheduling Software	15.00	hour	
Civil Tech Shoring Suite	40.00	hour		Schmidt Hammer	15.00	hour	
Concrete Bags - 50 lbs	10.00	bag		Seismic Analysis Software	40.00	hour	
Conductivity, pH & Temp Monitor	50.00	day		Seismograph	25.00	hour	
Conductivity-Based Water Level Indicator	8.00	hour		Sitework Modeling Software	50.00	hour	
Coring - Concrete	85.00	hour		Skidmore Wilhelm Bolt Tension Calib	10.00	hour	8 hr min
Coring Machine with Generator	37.00	hour	4 hr min	Slope Indicator (Inclinometer)	40.00	hour	
Crack Monitor	20.00	each		Sondex Instrument	35.00	hour	
DC Purge Pump	25.00	day		Submersible Pump	100.00	day	
Diamond Bit Core Barrel - 2"	5.00	1/1000 in		Technician equipment, vehicle and wireless communication	19.00	hour	
Diamond Bit Core Barrel - 3"	6.00	1/1000 in		Technician vehicle and wireless communication	9.00	hour	
Diamond Bit Core Barrel - 4"	7.00	1/1000 in		Terramodel	15.00	hour	
Diamond Bit Core Barrel - 6"	8.00	1/1000 in		Thermometer - Analog	3.00	hour	
Diamond Bit Core Barrel - 8"	11.00	1/1000 in		Thermometer - Digital	6.00	hour	
Dissolved O ₂ Meter	8.00	hour		Thin Lift Nuclear Asphalt Gauge 3450	16.00	hour	
Electronic Water Level Indicator	10.00	day		Torque Wrench	12.00	hour	4 hr min
Equipment Transport(er)	100.00	hour		Track-Mounted Carryall	14.00	hour	
Exploration Equipment	50.00	hour		Tramex Moisture Meter	6.00	hour	
EZFRISK	250.00	day		Transfer Pump	25.00	day	
Field Communication Equipment	3.00	hour		Turbidity Meter	55.00	day	
Floor Flatness Testing Device	16.00	hour		UV Equipment	22.00	hour	
Floor Level Equipment	13.00	hour		Vapor Emission Test Kit	25.00	kit	
Generator	100.00	day		Vector Conversion	60.00	conversion	
Geotechnical Analysis Software	40.00	hour		Water Distilled	5.00	bottle	
GPS Field Grade (Trimble GEO EXP3)	20.00	hour		Well Development Foot	50.00	day	
GPS Hand Held	25.00	day		YSI Water Meter	75.00	day	
GPS Mapping Grade (Trimble PRO XRS)	30.00	hour		Bridge Toll	actual	actual	
Trimble Survey Grade GPS	90.00	hour	4 hr min	Parking	actual	actual	
Hand Auger and Soil Sampler	100.00	day		Mileage	.75	mile	
Hard Hat	12.00	each		Trailer	25.00	day	
Health Risk Calculations Software	40.00	hour		AutoCAD, Hardware and Software	17.00	hour	
Hydraulic Analysis Software	30.00	hour		Facsimile	2.00	page	
Hydrocarbon Test Kit	40.00	each		Notarized Lien Release	25.00	lien	
Hydrogen Peroxide Test Kit	6.00	hour		Photocopies Black & White	.25	each	
Hydrologic Analysis Software	15.00	hour		Photocopies Color 11 x 17	1.50	each	
Ice	4.00	bag		Photocopies Color 8 1/2 x 11	.75	each	
Inclinometer	10.00	each		Plot - Black & White	3.00	square foot	
Inclinometer Probe	125.00	day		Plot - Color	3.85	square foot	
Level B Protection	263.00	day/person		Postage	actual	actual	
Level C Protection	168.00	day/person		Reproduction Equipment	50.00	hour	
Level D Protection	38.00	day/person		Scan - Black & White	1.50	each	
Level D Protection (Modified)	28.00	day/person		Scan - Color	3.75	each	
Magnetic Particle Equipment	8.00	hour		Telephone	.50	minute	
Mason Jars	3.00	jar					
Methane Meter	200.00	day					
Moisture Content Testing Device	6.00	hour					

Notice: This page includes two separate forms.

Directions:

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Check only one of the boxes below.

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

Contractor Signature: Donald Bruggers Date: 1-3-11

Print Name and Title: Donald Bruggers; Principal

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

GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

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

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

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

CONTRACTOR Name: _____

Contractor Signature: _____ Date: _____

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Name: _____

Title: _____

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

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 1-3-11

Policy Number: 6608899N880

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received, and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and oth-

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.