

Board Office Use: Legislative File Info.	
File ID Number	11-2762
Committee	Facilities
Introduction Date	10/18/2011
Enactment Number	11-2339
Enactment Date	10-26-11 42



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools • Learning • Leadership

## Memo

**To** Board of Education

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

**Board Meeting Date** October 26, 2011

**Subject** Amendment No. 4, Professional Services Facilities Contract -  
PSI - Montclair New Classroom Project

**Action Requested** Approval by the Board of Education of Amendment No. 4, Professional Services Facilities Contract with PSI for Testing Services on behalf of the District at Montclair New Classroom, in an amount not-to exceed \$6,715.00 increasing previous contract amount from \$18,109.00 to a not to exceed amount of \$24,824.00 and revising the end date from February 2, 2010 through November 24, 2010 to November 24, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Division of State Architect (DSA) is requiring testing for the required footings on the slope to support two above ground walkways for access to the second floor of the new building from the existing parking lot.

**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. 4, Professional Services Facilities Contract with PSI for Testing Services on behalf of the District at Montclair New Classroom, in an amount not-to exceed \$6,715.00 increasing previous contract amount from \$18,109.00 to a not to exceed amount of \$24,824.00 and revising the end date from February 2, 2010 through November 24, 2010 to November 24, 2011. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

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

**Attachments**

- Professional Services Contract including scope of work

**Key Code:**

1439901811-6252

## AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Professional Services Industries (PSI)**.(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on **February 2, 2010** and the parties agree to amend that Agreement as follows:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has changed.</b>
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to take additional soil samples of sloped area of the play ground for a "Slope Stability Analysis."</u>		
<b>2. Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The term of the contract has changed.</b>
<b>If term is changed:</b> The contract term is extended by an additional <u>One year (days/weeks/months), and the amended expiration date is November 9, 2011.</u>		
<b>3. Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The contract price has changed.</b>
<b>If the compensation is changed:</b> The contract price is amended by <input checked="" type="checkbox"/> <b>Increase of \$6,715.00 to original contract amount</b> <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is <b>Twenty-four thousand, eight hundred twenty-four dollars (\$24,824.00)</b>		

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

**5. Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6-23-2010	The scope of the project is to provide drilling boring for geological study of soils at the new two story building. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.	\$10,639.00
2	3-23-2011	The scope of the project is to perform slop evaluation, analyze soil conditions and geotechnical properties of the subsurface below the asphalt-surfaced slope.	\$2,470.00
3	4-13-2011	The scope of the project is to provide a site specific ground movement analysis for the project to be prepared in accordance with the 2007 CBC. An addendum letter will be prepared for submittal to California Geological Survey (CGS).	\$2,500.00

10946  
 SHEET  
 28 Δ 10:46  
 PLANNING  
 DEPARTMENT



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

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

Jody London  
Jody London, President, Board of Education,

10/27/11  
Date

[Signature]  
Contractor Signature

10/27/11  
Date

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

10/27/11  
Date  
Date

Frank Toss, Dept. Mgr.  
Print Name, Title

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

\_\_\_\_\_  
Date

File ID Number: 11-2762  
Introduction Date: 10-18-11  
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Enactment Date: 10-26-11  
By: [Signature]

**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: Professional Services Industries (PSI)**

Billing Rate: **Six thousand, seven hundred fifteen dollars and no cents (\$6,715.00)**

**Description of Services to be Provided**

- 1. Goals or Objectives**  
Take soil samples
  - 2. Description of Services to be Provided**  
The scope of the project is to take additional soil samples of sloped area of the play ground for a "Slope Stability Analysis."
  - 3. Deliverables**  
Soils report.
-



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			GLO 6580471-20	03/01/2011	03/01/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> PROD / COMPLETED OPS.						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
A	<b>AUTOMOBILE LIABILITY</b>			BAP 6580472-20	03/01/2011	03/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	<b>DEDUCTIBLE</b>							\$
	<b>RETENTION \$</b>							\$
D A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC 6580421-20 (AOS)	03/01/2011	03/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC 9302890-09 (MA, WI, HI)	03/01/2011	03/01/2012	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.



August 24, 2011

Mr. John Esposito  
Project Manager  
**Oakland Unified School District**  
955 High Street  
Oakland, California 94601

Subject: **Proposal for Slope Stability Analysis**  
Proposed Cafeteria and Classrooms  
Montclair Elementary School  
1757 Mountain Boulevard, Oakland, CA  
Oakland USD Project No. 07050  
PSI Proposal No. 575-51829

Reference: Professional Service Industries, Inc., May 5, 2010, "Geotechnical Engineering Services Report, Proposed Cafeteria and Classrooms, Montclair Elementary School, 1757 Mountain Boulevard, Oakland, California," Oakland USD Project No. 07050, PSI Project No. 575-111-3.

Dear Mr. Esposito:

At the request of your project architect, Mr. John Springer of Gould Evans I Baum Thornley, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to respond to the referenced California Division of the State Architect (DSA) plan check comments requiring a supplemental slope stability analysis for the proposed development at the subject site in Oakland, California. Apparently the DSA reviewer is concerned about the stability of the planned slope even though the California Geological Survey (CGS) reviewer did not express any concerns over the stability of the slopes in question. This proposal includes a review of furnished project information and outlines the services we propose to offer on this project, our fee, schedule, and the General Conditions that will apply.

#### **PROJECT INFORMATION**

PSI understands that it is proposed to construct a two-story, classroom building and adjacent one-story, cafeteria/multi-purpose building at the site, totaling approximately 14,000 square feet in plan area. As part of the project, we understand that it is proposed to construct 2 bridges between the second story of the proposed structure and the top of the adjacent slopes to the northeast and southeast. Based on a topographic map and proposed development plans provided by Mr. John Springer, the slopes (at the bridges) are between 9 and 12 feet in height and range in grade from about 1.6 horizontal to 1 vertical (1.6H:1V) to 2.2H:1V. Proposed slope improvements (landscaping and landscape retaining walls) will result in grades of about 2H:1V. Our proposed scope of services for the work is discussed below.

## PROPOSED SCOPE OF SERVICES

We propose to advance four soil borings at the site; one boring will be located near the top and one near the mid-point of the existing slope in each of the two bridge locations. The top-of-slope borings will be drilled to a depth of 15 feet below the existing grade and the mid-slope borings will be drilled to a depth of 10 feet below the existing grade or to refusal, whichever is shallower. The total lineal footage proposed is 50 feet. Fieldwork is expected to take one working day to complete. All field services will be coordinated with a site contact(s) as designated by you. The proposed boring locations are shown on the attached site plan.

The drilling will be performed with a track-mounted drill rig using either hollow-stem or solid-flight auger drill methods. We will attempt to obtain relatively undisturbed samples from the test borings at 5-foot intervals by driving a Modified California Sampler into the subsurface. The sampler will be lined with 2½-inch diameter by 1-inch high rings that can be placed directly into a direct shear machine to determine the soil strength parameters. Standard Penetration Test (SPT) samples may also be collected at various elevations.

A minimum of two working days prior to performing the field drilling services, PSI will locate the proposed borings in the field by measuring distances from existing site landmarks or property boundaries identified on the site plan provided by you. A representative of PSI will then call Underground Service Alert to notify utilities and public service agencies of the proposed drilling. PSI will not be responsible for locating any private underground utilities. You are responsible for locating and identifying all private utilities prior to drilling. All field services will be coordinated with a site contact(s) as designated by you. Also prior to drilling, PSI will obtain a drilling permit from the Alameda County Public Works Agency (ACPWA). At the completion of drilling, PSI will backfill all borings with cement grout in accordance with ACPWA permit requirements. The soil cuttings generated during the drilling activities will be disposed of in a school trash dumpster or in an alternate location to be chosen by the site contact.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, density, grain size and relative strength characteristics. At the conclusion of our field and laboratory work, the data will be analyzed by one of our experienced geotechnical engineers. Our evaluation will include the following:

- A discussion of subsurface conditions encountered including pertinent soil properties.
- Logs of borings with soil classification per the Unified Soil Classification System (USCS).
- Preparation of a geologic Cross Section through the existing slope, showing the existing and proposed slope configuration.
- Figures including a Site Plan and Boring Location Map.
- An evaluation of the data as it relates to the proposed site development.
- An evaluation of the rotational and translational stability of the proposed slope under both static and dynamic (pseudo-static) conditions.





- Recommendations regarding the bridge foundations and mitigation of slope stability hazards, if necessary.

The Slope Stability Analysis will be reviewed and signed by a California Registered Geotechnical Engineer (GE) and a California Engineering Geologist (CEG), as required for project submission to the Division of the State Architect (DSA).

## LIMITATIONS

This proposal has been written with the assumption that the proposed drilling locations will be clear and accessible to the truck-mounted drill rig (portable classrooms removed from the slope area) and that concrete coring will not be required. Additionally, we expect that our field work will be able to be performed on a weekday during normal business hours (between 7:00 am and 6:00 pm). Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

Our proposed scope of services pertains to a subsurface exploration for geotechnical purposes only. The scope of services for this phase does not include any environmental assessment for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on, below, or around the site.

## SCHEDULE

We can begin our work for the geotechnical exploration immediately upon receiving written authorization to begin. PSI anticipates that we can mobilize to the site within five working days after receiving project authorization. Assuming favorable weather conditions and an anticipated 1 working day for field and 10 working days for laboratory activities, PSI proposes to complete the report in 15 working days from completion of the fieldwork.

## FEES

PSI will perform the described geotechnical slope stability analysis for a lump sum fee of **\$6,715.00**. Our fee assumes that all exploration locations will be accessible at the time of mobilization and that no delays or additional mobilizations will be required due to inaccessible boring locations. Additional work required beyond the scope of services included in this proposal (e.g., access problems, or other such factors beyond PSI's control) will be invoiced on a time and expense (cost plus 20%) basis. We will not exceed the Lump Sum Fee without your prior approval. Our fee estimates cover the activities required to present our findings in report form. Our fees do not include time to prepare construction specifications, attend special meetings, conferences or any other activities requested after submittal of our reports.

## AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of proposal authorization.

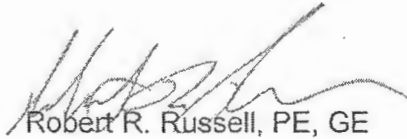


Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Brand Burfield  
Project Geologist



Robert R. Russell, PE, GE  
Chief Engineer

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



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**CONFIRMATION OF AUTHORIZATION**

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**Proposal for Slope Stability Analysis  
Proposed Cafeteria and Classrooms  
Montclair Elementary School  
1757 Mountain Boulevard, Oakland, CA  
PSI Proposal No. 575-51829**

LUMP SUM BUDGET:

**\$6,715.00** (Slope Stability Analysis – Initial to Authorize \_\_\_\_\_)

By signing below, PSI is directed to proceed according to the above-stated terms. Services are provided under the terms of the Professional Service Industries, Inc., (PSI) General Conditions, a copy of which is enclosed. This proposal shall remain in effect for 90 days following date of issuance. Our terms are net 30 days after invoicing.

AUTHORIZATION:

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011

By (signature): \_\_\_\_\_

By (print name): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Copy Report to: \_\_\_\_\_  
\_\_\_\_\_





# GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES.** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**  
SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.  
NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



## 2011 Schedule of Services & Fees

### PERSONNEL HOURLY RATES

Engineers/Geologists/Scientists:

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

Support Staff:

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

### MATERIALS TESTING

Soils:

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

Aggregates:

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

GENERAL NOTES:

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

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

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

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

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

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

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



## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

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

Contractor Information							
Contractor Name	PSI	Agency's Contact	Brand Burfield				
OUSD Vendor ID #	1004989	Title	Project Manager				
Street Address	4703 Tidewater Avenue	City	Oakland	State	CA	Zip	94601
Telephone	510-434-9200	Policy Expires	3-1-2012				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	07050						

Term			
Date Work Will Begin	2-2-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	11-24-2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 24,724.99
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 6,715.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Offices before completing requisition.				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1439901811	6252	\$6,715.00
				\$

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-879-3673
	Capital Program Contract & Accounting Manager					
	Signature			Date Approved	9-28-11	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	7.29.11	
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature			Date Approved		
4.	President, Board of Education					
	Signature			Date Approved		