

Board Office Use: Legislative File Info.	
File ID Number	15- 1053
Introduction Date	6-24-2015
Enactment Number	15-1067
Enactment Date	6/24/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Mia Settles-Tidwell, Chief Operations Officer (MST)
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management (LPS) (VEA)

Board Meeting Date June 24, 2015

Subject Amendment No. 1, Independent Consultant Agreement - ENGEO Inc. - Glenview Elementary School - New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with ENGEO Inc. for Geotechnical Services on behalf of the District at Glenview Elementary School - New Construction Project, in an amount not-to exceed \$22,500.00 increasing previous contract amount from \$35,000.00 to a not to exceed amount of \$57,500.00 and revising the end date from October 22, 2014 through October 22, 2015 to May 27, 2016. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The scope of the project is to provide additional geotechnical consultation services. The scope will include the following tasks: 1) As needed consultation services to the project design team and LLB contractors during preparation of final design. Preparation of geotechnical memorandum(s) with supplemental recommendation. 2) Prepare project specifications for the geotechnical work and materials required for the geotechnical work to be incorporated in the construction contract specifications document. 3) Facilitate the process of submittal, review and approval of geotechnical documents by CGS.

Discussion The project is for the Glenview Elementary School - New Construction Project includes the following; Seismically retrofitting the 2-story and 3-story classroom sections of the main school building.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with ENGEO Inc. for Geotechnical Services on behalf of the District at Glenview Elementary School - New Construction Project, in an amount not-to exceed \$22,500.00 increasing previous contract amount from \$35,000.00 to a not to exceed amount of \$57,500.00 and revising the end date from October 22, 2014 through October 22, 2015 to May 27, 2016. All remaining portions of the agreement shall remain in full force and effect as

11550.000.000
Phase 001



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT 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 October 22, 2014, 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 geotechnical consultation services. The scope will include the following tasks: 1) As needed consultation services to the project design team and LLB contractors during preparation of final design. Preparation of geotechnical memorandum(s) with supplemental recommendation. 2) Prepare project specifications for the geotechnical work and materials required for the geotechnical work to be incorporated in the construction contract specifications document. 3) Facilitate the process of submittal, review and approval of geotechnical documents by CGS.**

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 **Seven months**, and the amended expiration date is **May 27, 2016**.

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 \$22,500.00 to original contract amount
 Decrease of \$ _____ to original contract amount

and the new contract total is **Fifty-seven thousand, five hundred dollars and no cents (\$57,500.00)**

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

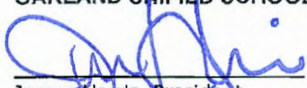
5. **Amendment History:**

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

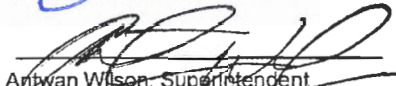
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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

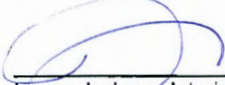
OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President,
Board of Education

6/25/15
Date

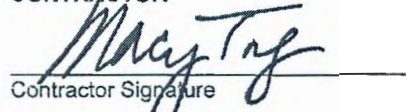

Antwan Wilson, Superintendent
Secretary, Board of Education

6/25/15
Date


Lance Jackson, Interim Deputy Chief
Facilities, Planning and Management

5/20/15
Date

CONTRACTOR


Contractor Signature

5/18/15
Date

Macy Tong Associate
Print Name Title

EXHIBIT "A" Scope of Work

Contractor Name: ENGEO, INC.

Billing Rate: Twenty-two thousand, five hundred dollars and no cents (\$22,500.00)

1. Description of Services to be Provided

The scope of the project is to provide additional geotechnical consultation services. The scope will include the following tasks:
 1) As needed consultation services to the project design team and LLB contractors during preparation of final design. Preparation of geotechnical memorandum(s) with supplemental recommendation. 2) Prepare project specifications for the geotechnical work and materials required for the geotechnical work to be incorporated in the construction contract specifications document. 3) Facilitate the process of submittal, review and approval of geotechnical documents by CGS.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties list. <https://www.sam.gov/portal/public/SAM>

Susie Butler-Berkley 5-10-2015
 Susie Butler-Berkley
 Contract Analyst

February 26, 2015

Project No.
11550.000.000

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

Subject: Glenview Elementary School
4215 La Cresta Avenue
Oakland, California

**PROPOSAL FOR ADDITIONAL GEOTECHNICAL
CONSULTATION SERVICES**

Dear Mr. Newby:

At your request, we have prepared this proposal to provide additional geotechnical consultation services at the Glenview Elementary School project in Oakland, California. The additional scope will include the following tasks:

- Task 1: As-needed consultation services to the project design team and LLB contractor during preparation of final design. Preparation of technical memorandum(s) with supplemental recommendations.....**\$7,500**
- Task 2: Prepare project specifications for the geotechnical work and materials required for the geotechnical work to be incorporated in the construction contract specifications document.....**\$5,000**
- Task 3: Facilitate the process of submittal, review and approval of the geotechnical documents by CGS**\$10,000**

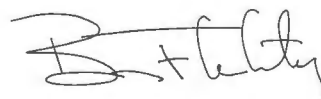
We propose to provide the above services on a time and expense bases. If you are in agreement with our proposed scope and estimated fee, please authorize a contract addendum in the amount of **\$22,500**. If you have any questions or comments regarding this proposal, please call and we will be glad to discuss it with you.

Sincerely,

ENGEO Incorporated



Stefanos Papadopoulos
Associate Engineer



Brian Flaherty
Principal Geologist

GEOHAZARD REPORT REQUIREMENTS: 2013 CBC

References:

- California Code of Regulations, Title 24
- Part 1: 2013 California Administrative Code, Section 4-317(e)
- Part 2: 2013 California Building Code, Sections 1603A2, 1613A, 1616A, 1613*, 1616*, and 1803A

Disciplines:	Structural	History:		
		Revised 12-19-13	Revised 06-17-09	Revised 02-03-04
		Revised 10-11-11	Revised 11-01-07	Issued 09-01-99
		Revised 06-25-10	Revised 07-21-05	

This Administrative Interpretation of Regulations (IR) is intended for use by Division of the State Architect (DSA) staff, and as a resource for design professionals, to promote more uniform statewide criteria for plan review and construction inspection of projects within the jurisdiction of DSA which includes State of California public elementary and secondary schools (grades K-12 and community colleges), and state-owned or state-leased essential services buildings. This IR indicates acceptable practices as stipulated in the California Administrative Code (CAC) (Title 24, Part 1) and aligning with DSA policies and procedures. This IR is reviewed on a regular basis and is subject to revision at any time. Please check the DSA website for currently effective IRs. Administrative and technical IRs are listed on the DSA website at:

<http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx>

Administrative IRs are effective upon publication. Questions regarding the effect for existing projects can be directed to the DSA Regional Office with plan review and construction oversight authority for the project.

* Indicates alternative California Building Code (CBC) sections that community colleges may use, per 2010 CBC Section 1.9.2.2

Purpose: The purpose of this IR is to outline the requirements for projects within the jurisdiction of the Division of the State Architect (DSA), for the submission of a geohazard report to the California Geological Survey (CGS) for acceptance, and subsequently to DSA.

Scope: This IR is applicable for projects submitted to DSA for review under the 2013 edition of the CBC. For project submitted for review under prior editions of the CBC, see IR A-4.

Background: A geohazard is any geologic condition that is a potential danger to life or property. Geohazards include, but are not limited to, *ground shaking, surface rupture, liquefaction, tsunami and landslides.*

The CAC, Section 4-317(e) includes requirements for the performance of geotechnical (soils) studies and geohazard studies. Note that "Geotechnical Reports" (or soils investigation reports) often include soils studies only and might not include complete geohazard studies.

In addition, the CBC, Section 1803A describes requirements for engineering geologic reports, supplemental ground-response reports, and geotechnical reports. Any of these reports may contain elements of the geohazard studies, and shall all be submitted to CGS for review.

1. GENERAL PROCEDURE: When a geohazard report is required for a project (see criteria in Section 2 below), the report must be submitted to the CGS before the project is submitted to DSA. Final DSA approval will not occur until DSA receives the final acceptance letter from CGS. It is the responsibility of the applicant to provide the CGS acceptance letter to the DSA and reference the DSA Application Number for the project.

2.5.3 Repair of structural earthquake damage, per Title 24, Part 1, Section 4-309(e).

3. PROJECTS NOT REQUIRING GEOHAZARD REPORTS: For projects on existing sites, with scope limited to one or more of those described in Sections 3.1 through 3.2.3 below, a geohazard report is not required.

3.1 For Any Existing Site, Regardless of Location:

3.1.1 Sitework, non-building structures, or structures not intended for human occupancy, unless such construction is essential to the operation of the facility.

- Non-building structures include, but are not limited to, light poles, flag poles, signs, scoreboards, ball walls, fences, and retaining walls. Non-building structures do not include structures that shelter a use or occupancy such as canopies, lunch shelters, or carports.
- A "structure for human occupancy" is, "...any structure used or intended for supporting or sheltering any use or occupancy, which is expected to have a human occupancy rate of more than 2,000 person-hours per year" in accordance with Title 14, Division 2, Chapter 8, Subchapter 1, Article 3, Section 3601(e).

Note: Non-building structures "essential to the use of the facility" **do require** the submission of geohazard reports. Such structures include:

- elevated water tanks necessary for fire protection,
- earth retaining structures when failure of such structures could endanger occupied structures,
- communications towers serving Risk Category IV (essential services) buildings,
- and other similar structures.

3.1.2 Structures not defined as a "School Building" per Title 24, Part 1, Section 4-314 and exempt from DSA structural review as indicated in IR A-22 Appendix A.

3.1.3 Temporary buildings as defined in Title 24, Part 1, Section 4-302(b).

3.2 Existing Sites Outside of a Mapped Geologic Hazard Zone: In addition to the project scopes described in Section 3.1.1 through 3.1.3, above, projects on existing sites which are outside of a "mapped geologic hazard zone" (as defined in Section 4 below) are exempt from the requirement to provide a geohazard report if they involve only:

3.2.1 One or more single-story, wood-frame or light-steel frame structures of Type II or V construction, seismically separated into areas of 4,000 square feet or less in covered area. Such structures may include, but are not limited to, most relocatable buildings and plywood shear wall buildings.

3.2.2 Isolated elevator towers serving no more than two levels.

3.2.3 Open metal site structures (e.g. structural steel, aluminum, etc.) seismically separated into areas of 4000 square feet or less in covered area. Such structures may include but are not limited to shade structures, bleachers, canopies, and carports.

4. DEFINITION OF A "MAPPED GEOLOGIC HAZARD ZONE": A mapped geologic hazard zone includes:

- a "Seismic Hazard Zone," as identified by CGS, or



		Project Scope						Provided	Location/Drawing # (or N/A)
		1	2	3	4	5	6		
Part 5 Geotechnical Investigation and Geo-Hazards Report									
5.01	Two (2) copies of a Geotechnical Investigation 'Soils Report' with stamps and signatures							✓	Attached
5.02	1 copy of the Geo-Hazards Report, stamped and signed, and copy of transmittal to CGS, per IR A-4							✓	Attached
5.03	Letter updating original report(s) (by same geotechnical engineer)				X			✓	Attached
5.04	Reports applicable to buildings in scope of work							✓	Attached
5.05	Geo-Hazards statement signature on the DSA-1(for existing school sites only)				X			✓	Attached
5.06	Copy of site data report submitted to CGS per CBC 1603A.2							✓	Attached
Part 6 Energy Compliance Documentation									
6.01	Energy Compliance Documentation Submittal Checklist with signatures (Form DSA 403A or DSA 403B)				X			✓	SUBMITTED
6.02	Title 24 Energy Compliance forms with appropriate signatures on drawings				X			✓	EC6.1
6.03	T24 Energy Report (8 1/2" x 11" format)				X			✓	BOUND
Part 7 Optional Full Electronic Submittal (per DSA Procedure 09-05)									
7.01	All required documents uploaded to DSA FTP site and bookmarked				O				N/A

Part 8 Signature

As Professional in General Responsible Charge, I declare that I have reviewed this project submittal and attest that the project is in compliance with the requirements of the Project Submittal Checklist (DSA-3)

Dara A Youngdale _____ 9/5/2014
 Print Name Signature, Architect or Engineer in General Responsible Charge Date



AMENDMENT INDEPENDENT CONSULTANT ROUTING FORM

Project Information

Project Name	Glenview Elementary School – New Construction	Site	119
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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	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					
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 #	13134						

Term

Date Work Will Begin	10-22-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	5-27-2016
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$57,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$22,500.00
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 #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1199905820	6252	\$22,500.00

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	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature			Date Approved	5/11/15
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	5-16-15
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature			Date Approved	5/20/15
4.	Chief Operations Officer Facilities Planning and Management				
	Signature			Date Approved	5/29/15
5.	President, Board of Education				
	Signature			Date Approved	



Board Office Use: Legislative File Info.	
File ID Number	14-2085
Introduction Date	10-22-2014
Enactment Number	14-1782
Enactment Date	10/22/14 <i>OA</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Mia Settles-Tidwell, Chief Operations Officer *MST*
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date October 22, 2014

Subject Independent Consultant Agreement for Professional Services - ENGEO, Inc. - Glenview Elementary School New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with ENGEO, Inc. for Geotechnical Services on behalf of the District at the Glenview Elementary School New Construction Project, in an amount not-to exceed \$35,000.00. The term of this Agreement shall commence on October 22, 2014 and shall conclude no later than October 22, 2015.

Background The proposed improvements at Glenview Elementary School:

- Seismically retrofitting the 2-story and 3-story classroom sections of the main building
- New 2-story classroom and the library building adjoining the main school building (seismically separated)
- New 1-story multi-purpose classroom and kitchen building adjoining the main school building (seismically separated)
- New ADA-compliant access to school main entrance (up to 3 alternative)

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 an Independent Consultant Agreement for Professional Services with ENGEO, Inc. for Geotechnical Services on behalf of the District at the Glenview Elementary School New Construction Project, in an amount not-to exceed \$35,000.00. The term of this Agreement shall commence on October 22, 2014 and shall conclude no later than October 22, 2015.

Fiscal Impact

Measure J

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Proposal

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Glenview Elementary School New Construction Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 25th day of August, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and ENGEO, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

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

The scope of the project is to provide geological hazards assessment, field exploration of a combined geotechnical and geological hazards report in general conformance with the requirements of the Division of State Architects (DSA) office and California Geologic Survey (CGS) as indicated in CGS Note 48 (revised October 2013).

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence October 22, 2014 and conclude no later than October 22, 2015.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

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

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty-five thousand dollars and no cents (\$35,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. Termination.

12.1. Without Cause By District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Without Cause By Consultant. Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. With Cause By District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or

death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. Consultants' aggregate liability will be limited by District to the amount of available coverage available under its Professional Liability policy but shall not exceed \$1,000,000.00.

14. Insurance.

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

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

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

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

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

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

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as

follows:

District:

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

Consultant:

Pedro Espinosa
ENGEO, Inc.
1330 Broadway, Suite #730
Oakland, CA 94612

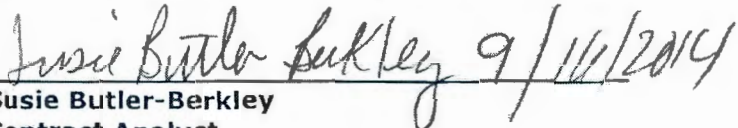
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days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

- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

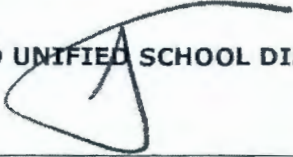
38. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

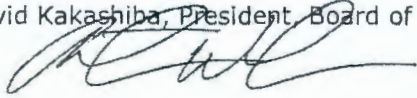
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



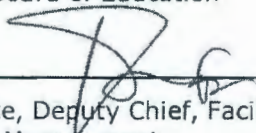
Date: 10/23/14

David Kakashiba, President, Board of Education



Date: 10/23/14

Antwain Wilson, Superintendent and Secretary, Board of Education



Date: 9/15/14

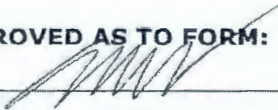
Timothy White, Deputy Chief, Facilities Planning and Management

ENGEO, Inc.

DocuSigned by:
Macy Tong
C8A8DD8026DC4EF...

9/15/2014

APPROVED AS TO FORM:



Date: 9-17-14

Catherine Boskoff, Facilities Counsel

File ID Number: 14-2085
Introduction Date: 10/21/14
Enactment Number: 14-1782
Enactment Date: 10/21/14
By: OK

Information regarding Consultant:

Consultant: ENGE0 Incorporated

94-1748418 :

License No.: _____

Employer Identification and/or Social Security Number

Address: 2010 Crow Canyon Place, Suite 250
San Ramon, CA 94583

Telephone: 925-866-9000

Facsimile: 888-279-2698

E-Mail: mtong@engeo.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: _____

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 9/15/2014

Proper Name of Consultant: ENGEO Incorporated

Signature: DocuSigned by:
Macy Tong

Print Name: CA8DD6626DC4EF...
Macy Tong

Title: Associate

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

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Name: _____

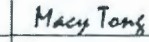
Title: _____

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

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

Date: 9/15/2014

Proper Name of Consultant: ENGEO Incorporated

Signature: 

Print Name: Macy Tong

Title: Associate

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

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

Date: 9/15/2014

Proper Name of Consultant: ENGEO Incorporated

Signature: DocuSigned by:
Macy Tong

Print Name: CS88B86028DC4EF
Macy Tong

Title: Associate

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

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM ENGEØ, Inc.)



— Expect Excellence —

EXHIBIT A

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

Project No.
P2014.001.024

July 8, 2014
Revised August 19, 2014

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

Subject: Glenview Elementary School
4215 La Cresta Avenue
Oakland, California

PROPOSAL FOR GEOLOGICAL AND GEOTECHNICAL ENGINEERING SERVICES

Dear Mr. Newby:

We are pleased to present this proposal to conduct a geotechnical exploration for improvements to Glenview Elementary School at 4215 La Cresta Avenue. This proposal is based on:

- Review of proposed site improvement information provided by the Oakland Unified School District.
- Review of the Oakland seismic hazard zones and geological maps.

SITE DESCRIPTION

Glenview Elementary School is located at 4215 La Cresta Avenue in Oakland, California. The school grounds include:

- A main school building with the following sections:
 - A 2-story rectangular classroom section
 - A 1-story multi-purpose section
 - A 3-story classroom and flex-room section
- Play yard areas on the west and east of the site
- Modular classrooms/cafeteria at the west side of the existing buildings

The school parcel borders La Cresta Avenue to the east, and private residences to the west, south and north. Based on a review of the regional geologic maps, we anticipate the site is underlain by Quaternary Pleistocene alluvium. We also reviewed the Seismic Hazards Zones Map for the site and found that the site is not mapped within a seismic hazard zone, and is approximately 2 km west of the Hayward Fault.

PROJECT DESCRIPTION

Based on our conversation with you and a review of plans prepared by IIKIT Architects, we understand that the proposed improvements for the Glenview Elementary School include the following:

- Seismically retrofitting the 2-story and 3-story classroom sections of the main school building.
- New 2-story classroom and library building adjoining the main school building (seismically separated).
- New 1-story multi-purpose, classroom and kitchen building adjoining the main school building (seismically separated).
- New ADA-compliant access to school main entrance (up to 3 alternative).

SCOPE OF SERVICES

The geotechnical exploration will include a geologic hazards assessment, field exploration, and preparation of a combined geotechnical and a geological hazards report in general conformance with the requirements of the Division of State Architects Office (DSA) and California Geologic Survey (CGS) as indicated in CGS Note 48 (revised October 2013).

Task 1.0 Field Exploration

Based on CGS Note 48, we will evaluate the subsurface conditions at the site by drilling a minimum of six exploratory test borings. The borings will extend to depths of between 25 and 35 feet below the ground surface. The number of borings has been determined to comply with DSA requirements.

Task 1.1 Test Borings

One boring in the area of the new ADA-compliant structures and one boring south of the existing multi-purpose building will be advanced using a limited access drill rig. The remainder of the borings will be advanced using a truck-mounted drill rig. Prior to drilling, we will core through existing concrete slabs and/or pavement. An ENGEO engineer or geologist will observe the 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 exploratory test borings, we will obtain the necessary drilling permits from the Alameda County Public Works Department. 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 55-gallon drums to be stored at an onsite location designated by school personnel until the completion of laboratory testing 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 the Alameda County Public Works Department.

Task 1.2 Hazardous Material Testing

We will conduct hazardous material testing on the surficial soils for disposal site classification of potential soil surplus from foundation excavation and finish grading work. We propose to collect 8 soil samples from eight (8) locations at depths extending up 5 feet below ground surface. A qualified environmental professional will collect the soil samples in accordance with DTSC guidelines and deliver them to a laboratory for analytical testing.

We propose to conduct the following analytical testing on two 4-point composite samples:

- Organochlorine pesticides (OCPs) by EPA Method 8081A
- Title 22 metals by EPA Method 6010B and 7471A
- SVOCs by EPA Method 8270
- PCBs by EPA 8082
- TPH Diesel, by EPA 8015
- TPH Motor oil, by EPA 8015

We propose to conduct the following analytical testing on eight discrete soil samples.

- TPH gasoline, by EPA 8260
- VOCs by EPA 8260

Task 1.3 Disposal of Drilling Cuttings

We are including a separate task for costs associated with the disposal of the soil cuttings stored onsite in the 55-gallon drums. The cost of disposal is for non-hazardous waste.

Task 2.0 Laboratory Testing

The engineering characteristics of the soil 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, shear strength, 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.

Task 3.0 Engineering Analysis, Geologic Hazards Statement and Final Report

Upon completion of our exploration, we will prepare a report in general conformance with the requirements of DSA and CGS Note 48 that will include our findings, conclusions, and recommendations. A Site-Specific Ground Motion Analysis per Item 16 of CGS Note 48 and Chapter 16A of the 2013 California Building Code is required due to the site's Seismic Design Category E. 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 boreholes. 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, including an assessment of the potential for liquefaction with recommendations for mitigation that meet the current DSA requirements, if necessary. Site-Specific Ground Motion Analysis per Item 16 of CGS Note 48 will be performed.
- Settlement and/or heave at the site with recommendations for remedial measures necessary to arrest the settlement and/or heave.
- Foundation design criteria for the recommended foundation type for proposed new buildings and seismic retrofit elements for the existing buildings, including vertical and lateral capacities (if any required). We will discuss foundation alternatives with your structural engineer and provide recommendations for the selected foundation types. We will also provide recommendations for foundation subgrade improvements, including chemical/permeation grouting, as needed.
- Seismic Ground Motion Parameters per Chapter 34 of the 2013 California Building Code as requested by the structural designer.
- Grading recommendations, as needed.
- Subsurface drainage requirements, if any.
- Lateral earth pressures for retaining walls, including active, passive, at-rest and seismic values, as necessary and footing allowable bearing pressures.
- Subgrade preparation for slab, exterior concrete flatwork and pavement areas.
- 2013 California Building Code soil profile type and near-source factors.
 1. Maximum Considered Earthquake (MCE) Site Spectral Response Accelerations, SS and S1.
 2. Site Classification Designation.

3. Site Coefficients F_a and F_v .
 4. Maximum Considered Earthquake (MCE) spectral response acceleration parameters at short periods, SMS and at one-second period, SM1.
- A discussion of shoring, underpinning, surcharge loads and other construction considerations, if applicable.
 - Geologic hazard statement that meets the current DSA requirements as indicated in California Geologic Survey Note 48 (revised October 2013).

Task 4.0 Attendance to Meetings and Engineering Consultation Services

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

- Attend one planning meeting/teleconference with the structural consultant and project architect to verify that the geotechnical report is responsive to the planned improvements.
- Provide as-needed engineering consultation to the office of the State Architect (DSA) and/or California Geologic Survey during the review and approval of the geotechnical report and geologic hazard study.

Task 5.0 Foundation Plan Review

We propose to review the foundation plans and structural calculations for general conformance with recommendations of the project geotechnical report, and prepare a foundation plan review letter.

SCHEDULE

Depending upon the weather, drilling equipment availability and permit requirements, our geotechnical exploration will commence approximately one week following your authorization. We estimate that the time required to complete the field exploration will be one to two days. We will work with the school district when performing the field exploration to minimize impact to the school site. Our report should be available in 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.

ESTIMATED FEE

We propose to perform the services outlined above on a time-and-expense basis in accordance with the attached Fee Schedule. On this basis, we estimate that our fee for the proposed services outlined above will be as follows:

TABLE 1

Tasks	Estimated Fee	Subtotal
Task 1.0 – Field Investigation and Laboratory Testing		
Task 1.1 – Test Borings		
Staff Geologist/Engineer Logging	\$3,000	
ACPW Department Permits/Marking of Borings	\$1,500	
Drilling and Coring Subcontractor	\$6,000	
Private Utility Locator	\$ 500	
Task 1.2 Hazardous Material Testing	\$5,000	
Task 1.3 – Disposal of Drilling Cuttings	\$1,500	
Subtotal Task 1.0		\$17,500
Task 2.0 – Laboratory Testing		\$ 1,500
Task 3.0 – Engineering Analysis, Geologic Hazards Statement, Site Specific Ground Motion Analysis, and Final Report		\$11,000
Task 4.0 – Engineering Consultation Services		
Attendance at Meetings/Teleconferences	\$1,000	
Engineering Consultation to Project Architect/ Structural Engineer	\$1,000	
Subtotal Task 4.0		\$ 2,000
Task 5.0 – Foundation Plan Review		\$ 3,000
Geotechnical Exploration Total		\$35,000

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 2 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 possible environmental impacts from exposed 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, modify, or cease the remainder of the field exploration program. All costs incurred as a result of encountering suspected hazardous materials would be charged on a time-and-expense basis.

AUTHORIZATION

If you are in agreement with the scope of services and fees outlined above, please issue your Standard Services Agreement for signature and as our 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 regarding this proposal, please do not hesitate to contact us.

Sincerely,

ENGEO Incorporated



Pedro Espinosa, GE
Senior Engineer
pe/sap/bf/cjn:pro



Stefanos Papadopoulos, GE
Associate Engineer

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.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

COMMERCIAL AUTO

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

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

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

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

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

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

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

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

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

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL EFFECTS

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

Personal Effects

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

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

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

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

COMMERCIAL AUTO

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 signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Glenview ES New Construction	Site	119
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	ENGENO, Inc.	Agency's Contact	Pedro Espinosa
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	9-1-2015
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 #	131334		

Term			
Date Work Will Begin	10-22-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-22-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$35,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1199905820	6252	\$35,000.00

Approval and Routing (in order of approval steps)			
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>			
	Division Head	Phone	510-535-7038 Fax 510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved 9/18/14
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 9-18-14
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved 9/18/14
4.	Chief Operations Officer	Signature	Date Approved 9/26/14
5.	President, Board of Education	Signature	Date Approved