

Board Office Use: Legislative File Info.	
File ID Number	14-1712
Introduction Date	8-27-2014
Enactment Number	14-1611
Enactment Date	8-27-14 <i>[initials]</i>



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 *[initials]*  
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** August 27, 2014

**Subject** Independent Consultant Agreement for Professional Services -Geosphere Consultants, Inc. - Madison Middle School Expansion-New Construction Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Geosphere Consultants, Inc. for Geotechnical Services on behalf of the District at the Madison Middle School Expansion-New Construction Project, in an amount not-to exceed \$15,300.00. The term of this Agreement shall commence on August 27, 2014 and shall conclude no later than August 27, 2016.

**Background** Geotech services for new building.

**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,



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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 Geosphere Consultants, Inc. for Geotechnical Services on behalf of the District at the Madison Middle School Expansion-New Construction Project, in an amount not-to exceed \$15,300.00. The term of this Agreement shall commence on August 27, 2014 and shall conclude no later than August 27, 2016.

## **Fiscal Impact**

Measure J, Fund 21

## **Attachments**

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



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## **Attachments**

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- Certificate of Insurance



## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

### Madison Middle School Expansion – New Construction Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **29<sup>th</sup> day of July, 2014** by and between the Oakland Unified School District, Oakland, California ("District") and **Geosphere Consultants, 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 geotechnical services for the expansion project, including geology, geologic hazards study, design consultation, and soils testing.**

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 commences August 27, 2014 and concludes no later than August 27, 2016.**

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 **Fifteen thousand, three hundred dollars and no cents (\$15,300.00)**. 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.

#### 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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](http://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:**

Corey T. Dare  
Geosphere Consultants, Inc.  
534-23<sup>rd</sup> Avenue  
Oakland, CA 94606

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.

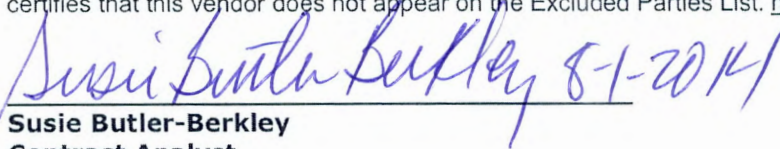
**36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

**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>

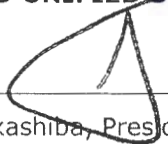


**Susie Butler-Berkley**  
**Contract Analyst**

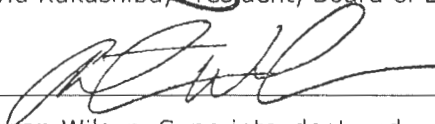


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

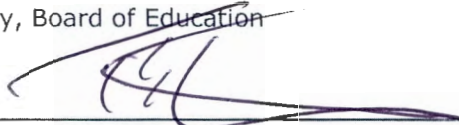
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
David Kakashiba, President, Board of Education

Date: 8-28-14

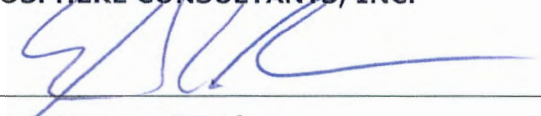
  
\_\_\_\_\_  
Antwan Wilson, Superintendent and  
Secretary, Board of Education

Date: 8-28-14

  
\_\_\_\_\_  
Timothy White, Associate Superintendent Facilities  
Planning and Management

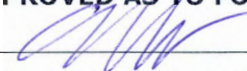
Date: \_\_\_\_\_

**GEOSPHERE CONSULTANTS, INC.**

  
\_\_\_\_\_  
Eric J. Swenson, President

July 30, 2014

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Catherine Boskoff, Facilities Counsel

Date: 8-7-14

File ID Number: 14-1712  
Introduction Date: 8-27-14  
Enactment Number: 14-1611  
Enactment Date: 8-27-14  
Bv:

**Information regarding Consultant:**

Consultant: Geosphere Consultants, Inc.  
Oakland Business Tax Certificate

License No.: #28045542

Address: 2001 Crow Canyon Road, Suite 210  
San Ramon, CA 94583-5368

Telephone: (925) 314-7180

Facsimile: (925) 855-7140

E-Mail: ejs@geosphereinc.net

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation, State: California  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

FEIN #26 1376494 :  
Employer Identification and/or Social  
Security Number

**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:

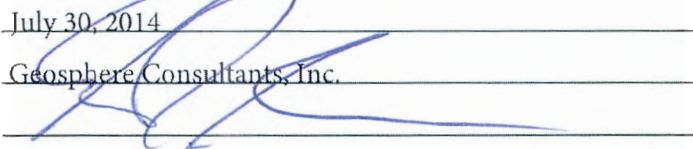
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: July 30, 2014

Proper Name of Consultant: Geosphere Consultants, Inc.

Signature: 

Print Name: Eric J. Swenson

Title: President

(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: July 30, 2014

Proper Name of Consultant: Geosphere Consultants, Inc.

Signature: \_\_\_\_\_

Print Name: Eric J. Swenson

Title: President

### **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:

July 30, 2014

Proper Name of Consultant: Geosphere Consultants, Inc.

Signature:

Eric J. Swenson

Print Name:

Title:

President

**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 Geosphere )





**Geosphere Consultants, Inc.**

AN ETS COMPANY

Geotechnical Engineering • Engineering Geology  
Environmental Management • Water Resources

## EXHIBIT A

July 8, 2014

Revised July 21, 2014

Oakland Unified School District  
955 High Street  
Oakland, California 94601

Attention: Mr. Eric Scheuermann, Project Manager

**Subject: *Proposal for Geotechnical Engineering Study, Limited Analytical Sampling,  
and Geologic Hazards Report***  
*James Madison Middle School Expansion*  
*400 Capistrano Drive, Oakland, California 94603*  
*Geosphere Proposal No. 91-03352-A, B*

Dear Mr. Scheuermann:

**Geosphere Consultants, Inc. (Geosphere)**, the geotechnical division of **Consolidated Engineering Laboratories**, has prepared this proposal at your request to provide geotechnical services for the proposed expansion of James Madison Middle School in Oakland, California. This proposal is based on information provided by you, as well as the conceptual plans by the project architect, Byrens Kim Design Works, also provided by you.

We understand that the District proposes to construct a new classroom building totaling approximately 22,000 square feet in building footprint. At the time this proposal was prepared, two possible configurations were being considered at a single site on the eastern side of the school property located south of the existing paved parking lot, east of the main school building, and west of the baseball diamond. The proposed site is currently occupied by a paved play yard.

### **A - GEOTECHNICAL ENGINEERING/ GEOLOGY & GEOLOGIC HAZARDS STUDY**

The Geotechnical Field Study will meet Title 24 requirements, including the most recent Note 48 requirements of the California Geological Survey (CGS), as enforced by the Division of the State Architect (DSA). These requirements include drilling a minimum of two borings representing each structure and at least one boring for every 5,000 sf of building footprint. Based on satisfying the CGS requirements, we judge that five borings will be required to cover the 22,000 square feet of building footprint. In addition, since the school site is located within a State of California Seismic Hazard Zone for required liquefaction hazard evaluation, one of the borings will be drilled to a depth of 50 feet. The project site was not found to be located within an Aquist-Priolo Earthquake Fault zone. In addition, we will perform a limited assessment of the near surface soils for potential contaminants. The services to be provided for our study include the following:

#### Preliminary Field Activities

- 1) Review available geotechnical and geologic literature for the site.
- 2) Coordinate access with District personnel.
- 3) Meet with school and District personnel at the site.
- 4) Mark the locations of the subsurface explorations at the site and contact Underground Service Alert.
- 5) Utilize an underground utility locating subcontractor to better define the location of existing buried utilities.
- 6) Obtain an Alameda County Public Works Agency drilling permit.
- 7) Perform a geologic site reconnaissance by a California-registered Certified Engineering Geologist (CEG).



#### Field Exploration

- 1) The field exploration program will consist of drilling five borings at the site. The borings will range in depth between 20 and 50 feet.
- 2) Sampling will occur in roughly five-foot intervals in the borings, with more frequent sampling within the uppermost five feet. The soil will be sampled with a Modified California sampler fitted with six-inch long inner brass liners and a Standard Penetration Test (SPT) split spoon sampler. The relatively undisturbed liner samples will be sealed and the SPT samples will be placed in plastic bags. The samplers will be driven 18 inches with a 140-pound hammer with an approximate 30-inch drop. Blowcounts for the last foot will be logged as the penetration resistance. The blowcounts from the SPT sampler will be utilized to determine subsurface soil characteristics for correlation with USCS soil types. Bulk soil samples may be obtained from the upper few feet of auger cuttings in the borings.
- 3) During the sampling, we will also obtain samples representative of the upper five-feet of soil within the possible construction area. We will obtain a composited sample from all of the borings from a depth of one to two feet and a composited sample from three to five feet. These samples will be tested for potential contamination as detailed in our laboratory testing section. The intent of this testing is to screen soils which may be off-hauled during construction. This scope of work is not an all-encompassing study of potential contaminants nor is it a study of groundwater in the area. If there is a known concern regarding contamination, we should be advised so we can make any needed changes to this scope of work.
- 4) The borings will be backfilled with cement grout under the supervision of an Alameda County Inspector. Per the District's request, the excess drill cuttings may be temporarily stored in 55-gallon drums but will subsequently be off hauled from the site.

#### Laboratory Testing

- 1) Several in-situ moisture and density tests will be performed on selected brass tube liner samples.
- 2) Up to three Sieve Analysis tests will be performed to help determine subsurface soil characteristics and help evaluate liquefaction susceptibility, if applicable.
- 3) One to two Unconfined Compression tests or Direct Shear tests will be performed to measure soil strength parameters.
- 4) One or two Atterberg Limits tests will be performed to measure the plasticity and expansive potential of the near surface soil, assuming cohesive materials are encountered.
- 5) One R-value test will be conducted to derive information needed for flexible pavement design.
- 6) One set of Corrosion tests will be performed as required by the 2013 California Building Code (CBC) to help evaluate the corrosive potential of the subsurface soils on buried concrete and metal structures.
- 7) The two composited samples will be sealed, labeled and stored on ice. The samples will be transported to a California Licensed Analytical Laboratory and proper Chain-of-Custody procedures will be followed. The soil samples will be tested for the presence of CAM 17 Metals (EPA 6010B), TPH gasoline with BTEX and MTBE (EPA 8260), TPH diesel and motor oil (EPA 8015), PCBs and Pesticides (EPA 8081 and 8082), Volatile Organic Compounds (EPA 8260), Semi-Volatile Organic Compounds (EPA 8270). The standard turnaround time for testing is five days upon receipt of the samples.

#### Geology and Geologic Hazards Study

In accordance with the requirements of Title 24 and the 2013 CBC, a Geologic Hazards Study is also required. This is dictated by Note 48 of the California Geologic Survey. The Geology and Geologic Hazards Study would include site plans, geology maps, soil series maps, geologic cross-sections, a fault map, a liquefaction susceptibility map, and a flood map. A California-registered Certified Engineering Geologist will perform a site reconnaissance of the property. Pertinent geologic maps, literature, and aerial photographs will also be reviewed. The local and regional geology and





geologic hazards will be discussed. Based on our understanding of the size and type of the buildings, as well as the anticipated subsurface materials, we do not anticipate that a site-specific ground motion response analysis will be required for this project, except if excessive liquefaction settlement (liquefaction settlement exceeding one inch) is found to exist and CBC requirements as a result dictate, or the structural engineer requests that a site-specific response analysis be performed.

#### Report Preparation

- 1) A Geotechnical Engineering/ Geologic Hazards Study report will be prepared and will contain the aforementioned Geology and Geologic Hazards Study, plus a site plan showing boring locations, boring logs, subsurface cross-sections, and a summary of the site soil and groundwater conditions. 2013 CBC seismic design parameters, a preliminary corrosion evaluation, and other pertinent information will be provided. A liquefaction analysis will be conducted if liquefaction-susceptible subsurface materials are encountered.
- 2) Geotechnical recommendations will be provided for:
  - Site clearing, preparation, grading, and drainage;
  - Recommended or allowable fill materials;
  - Foundations, including allowable bearing capacities, dimensions and embedment;
  - Interior floor slabs and slabs-on-grade;
  - Exterior concrete hardscape;
  - Temporary cut slope excavation and trench slope stability;
  - New site pavements; and
  - Underground utility trench backfilling.
- 3) The analytical testing results will be presented with a comparison to Environmental Screening Levels developed by the San Francisco Regional Water Quality Control Board. Waste profiling or other environmental consulting services are not included in this proposal.

#### **B - CONSULTATION DURING DESIGN**

Consultation during design may be required to provide information to other engineers or architects. This consultation is typically minor and may consist of supplemental geotechnical recommendations for specific project elements not identified by the project team at the time the geotechnical study was performed; ideas for value engineering from a geotechnical engineering standpoint; or plan review services and letter preparation by a Principal Engineer or Geologist, or other engineering staff.

#### **Summary of Fees**

The following table provides our estimated breakdown of the fees for this project:

Scope Item	Amount	Fee Basis
<b><i>Phase A - Geotechnical Engineering Study and Geologic Hazards Report</i></b>		
Permitting and Planning	\$ 800.00	Lump Sum
Alameda County Public Works Agency Permit/Inspection	\$ 300.00	Lump Sum
Utility Location-USA and Private Locating Contractor	\$ 1,000.00	Lump Sum
Drilling with Engineer; Off Site Soil Disposal	\$ 5,800.00	Lump Sum
Lab Testing	\$ 1,800.00	Lump Sum
Analytical Sampling and Testing (5 day turnaround time)	\$ 1,800.00	Lump Sum
Engineering Analysis & Geologic Hazard Evaluation	\$ 1,400.00	Lump Sum
Report Preparation	\$ 2,400.00	Lump Sum
<b>Total – Required Geologic Report and Geotechnical Report</b>	<b>\$15,300.00</b>	<b>Lump Sum</b>





Phase B services (i.e., response to CGS comments and consultation fees during the design of the project) are not included in our aforementioned cost budget, and would be provided on a Time and Materials basis. Assuming that a site-specific response analysis is not required for the project by either CGS or the project structural engineer, we suggest an initial budget of **\$1,500.00** be allocated for Phase B services. Site-specific ground motion response analyses can cost in the range of \$2,000 to \$5,000, depending on required complexity, and are not included in the aforementioned budget. Construction-phase services are dependent on the project's final design as well as the construction schedule and can be provided for a budget to be determined and authorized prior to the start of construction.

#### **Schedule**

The field exploration program is anticipated to take a total of one to one and a half days of drilling and the base estimate above is based on the assumption that the drilling can take place on a summer weekday. We would coordinate with District and school personnel so that disruption to daily summer school operations, if any, would be minimized. Laboratory testing will take approximately one to two weeks to complete following the fieldwork.

The report can be issued within about four to five weeks after the drilling is completed. If needed, prior to completion of the report, specific design recommendations can be transmitted to the project design consultants. Adjustments to our schedule are possible if needed to meet the overall project schedule.

If this proposal is acceptable, we anticipate you would provide us your District authorization to perform our services. We greatly appreciate the opportunity to provide this proposal to the Oakland Unified School District.

If you have any questions regarding this proposal, please contact Mr. Dare at [cdare@geosphereinc.net](mailto:cdare@geosphereinc.net) or 925-580-7343.

Sincerely,

**GEOSPHERE CONSULTANTS, INC.**

Corey T. Dare, PE, GE  
Principal Geotechnical Engineer

Eric J. Swenson, PG, GE, CEG  
President and Principal Engineering Geologist

Attachments: Fee Schedule

Distribution: PDF to Addressee (510/535-7041); [eric.scheuermann@ousd.k12.ca.us](mailto:eric.scheuermann@ousd.k12.ca.us)

CTD/EJS: pmf

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## FEE SCHEDULE

### PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Effective: Through December 31, 2014

Task Code	PERSONNEL	UNIT RATE	UNIT
X1401/X2000	Principal Engineer/Geologist	\$ 200.00	hour
X1500/X2100	Senior Engineer/Geologist	\$ 170.00	hour
X1600/X2200	Project Engineer/Geologist	\$ 150.00	hour
X1700/X2300	Staff Engineer/Geologist	\$ 130.00	hour
X1900/X2500	Assistant Engineer	\$ 95.00	hour
X3200	Technician Supervisor	\$ 90.00	hour
X3300	Field Technician	\$ 85.00	hour
X2900	Laboratory Technician	\$ 70.00	hour
X3000	Assistant Technician/Inspector	\$ 70.00	hour
X3600	Administrative	\$ 65.00	hour
	Drafting	\$ 80.00	hour
	Depositions, minimum 4 hours	\$ 300.00	hour
	Expert Witness, minimum 4 hours	\$ 400.00	hour
	Nuclear Gauge	\$ 5.00	hour
	Vehicle	\$ 5.00	hour
SOIL AND BASE MATERIALS		UNIT RATE*	UNIT
Moisture and Density Relationships			
02019	Compaction, Standard Proctor, ASTM D698	\$ 265.00	each
02018	Compaction, Modified Proctor, ASTM D1557	\$ 300.00	each
02016	Compaction, Checkpoint, ASTM D1557	\$ 150.00	each
02014/02015	Compaction, California Impact, CT216	\$ 300.00	each
02046/02093	Moisture/Density, Sample Tubes, ASTM D2216/D2937	\$ 30.00	each
02088	Moisture Content, Bulk Sample, ASTM D2216	\$ 20.00	each
Particle Size Analysis			
02074	Dry Sieve to #200, ASTM D422/CT117	\$ 180.00	each
	Dry Sieve Analysis/Hydrometer, ASTM D422	\$ 268.00	each
	Hydrometer, ASTM D422	\$ 168.00	each
02076	Wet Sieve Analysis to #200, ASTM D1140	\$ 65.00	each
02075	Sieve Analysis, Bulk Sample Gradation, ASTM C136/CT202	\$ 180.00	each
Soil Characteristics			
02040	Atterberg Limits (Plasticity Index), ASTM D4318 / CT204	\$ 220.00	each
02077	Soil Classification, ASTM D2487	\$ 350.00	each
02081	Specific Gravity, D854	\$ 110.00	each
02058	Permeability of Granular Soils (Constant Head) ASTM D2434	\$ 350.00	each
02060	Permeability, Flexible Wall, Cohesive Soil, ASTM D5084	Quotation upon request	
02061	Permeability, Rigid Piston Driven, Cohesive Soil, ASTM 5856	Quotation upon request	
Volume Change			
02047	Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	\$ 400.00	each
02048	Consolidation, Method A Constant Load, per load increment, ASTM D2435	\$ 60.00	each
02049	Consolidation, Method B Timed per load increment, ASTM D2435	\$ 500.00	each
02051	Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Methods A and B	\$ 300.00	each
02052	Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C	\$ 300.00	each
02013	Collapse Potential, ASTM D5333	\$ 180.00	each
02037	Expansion Index Test (UBC 29-2)	\$ 300.00	each
02050	Expansion, Shrinkage, and Uplift Pressure, ASTM D3877	\$ 400.00	each



## FEE SCHEDULE

### PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Effective: Through December 31, 2014

#### Soil Strength

02027	Direct Shear, 3 points, Unconsolidated-Undrained, Q-test, ASTM D3080	\$	350.00	each
02031	Direct Shear, additional points, Unconsolidated-Undrained, Q-test	\$	100.00	each
02028	Direct Shear, 3 points, Consolidated-Undrained, R-Test	\$	600.00	each
02029	Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	\$	1,000.00	each
02030	Direct Shear, 3 points, Residual, ASTM D6467	\$	800.00	each
02034	Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	\$	350.00	each
02083	Unconfined Compressive Strength, ASTM D2166	\$	120.00	each
02084	Unconfined Compressive Strength (lime or cement treated), CT373	\$	400.00	each
	Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	\$	180.00	each
02003/02004	Triaxial	Quotation upon request		

#### Subgrade Soil and Baserock

02006	California Bearing Ratio, 1 point, ASTM D1883	\$	200.00	each
02007	California Bearing Ratio, 3 points (specified moisture), ASTM D1883	\$	600.00	each
02008	California Bearing Ratio, 3 points (96 hour soak), ASTM D1883	\$	400.00	each
02065/02068	"R" Value (no additives), ASTM D2844 / CT301	\$	300.00	each
02067	"R" Value (lime, cement, other additives) CT301	\$	360.00	each
02010	Compression, Cement Treated Base (Including Preparation), Cal 312	\$	170.00	each
02071/02072	Sand Equivalent, ASTM D2419 / CT217	\$	195.00	each
02214	Durability, ASTM D3744	\$	120.00	each

#### Corrosivity

02024	Corrosivity, Water Soluble Sulfate, ASTM D4327	\$	100.00	each
02062	pH, ASTM 4972	\$	40.00	each
02069/02070	Lab Resistivity	\$	90.00	each
02022	Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	\$	300.00	each
02023	Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	\$	300.00	each

#### AGGREGATES

##### Sieve Analysis

02074	Bulk Sample Gradation (coarse or fine), ASTM C 136	\$	160.00	each
02238	Material Finer than #200 Sieve, ASTM C 117	\$	70.00	each
02075	Bulk Sample Gradation, Cal 202	\$	180.00	each
02240	Specific Gravity (coarse), ASTM C 127/Cal 206	\$	90.00	each
02241	Specific Gravity (fine), ASTM C 128/Cal 207	\$	110.00	each
02205	Absorption, Sand or Gravel, ASTM C 127/ASTM C 140	\$	80.00	each

#### AGGREGATES (continued)

02226	Organic Impurities in Concrete Sand, ASTM C 88 or ASTM C 40	\$	75.00	each
02200/02204	L.A. Rattler, ASTM C 131 or C 535/Cal 211	\$	300.00	each
02244	Sulfate Soundness (per sieve), ASTM C 88	\$	140.00	each
02248	Unit Weight of Aggregates, ASTM C 29	\$	85.00	each
07009	Hardness, ASTM D 1865	\$	120.00	each
02212	Crushed Particles, Cal 205	\$	160.00	each
02012	Cleaness Value, Cal 227 or Cal 217	\$	120.00	each
02214/02215	Durability ASTM D 3744/Cal 229	\$	120.00	each
02224	Moisture Content of Aggregate ASTM C 29	\$	70.00	each





## FEE SCHEDULE

### PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Effective: Through December 31, 2014

ASPHALTIC CEMENT		UNIT RATE*	UNIT
02374	Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$ 71.00	each
02375	Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$ 105.00	each
02360	Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$ 170.00	each
02300	Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201/ASTM D2171	\$ 170.00	each
02360	Viscosity (Asphalt Institute Method) Kinematic ASTM D2170	\$ 170.00	each
02380	Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$ 180.00	each
02338	Residue by Evaporation, ASTM D244/AASHTO T59	\$ 95.00	each
	Extraction and Recovery, ASTM D2172/ASTM D 1856	\$ 646.00	each
MISCELLANEOUS GEOTECHNICAL CHARGES		UNIT RATE	UNIT
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)			Cost + 15%
BASIS OF CHARGES		UNIT RATE	UNIT
Work Over 8 Hours per Day, or on Saturdays			Time and One-Half
Work Over 12 Hours			Double Time
Work on Sundays/Holidays			Double Time
Swing or Graveyard Shift Premium		\$ 8.00	hour
Work from 0 to 4 Hours (technician services only)			4-hour Minimum Billing
Work from 4 to 8 Hours (technician services only)			8-hour Minimum Billing
SU	Show-Up Time		2-hour Minimum Billing
21022	Sample Pick-Up	\$ 80.00	hour
21033	Trip Charge	\$ 80.00	trip
Laboratory Testing - Rush Fee		Add 50% to Testing Cost	
Reimbursables		Cost + 15%	
QA/QC Plan Written Procedures		Quotation on Request	
Travel Time (Portal to Portal)		Basic Hourly Rate	
Mileage		\$ 0.55	mile
Per-diem, Including Lodging		\$ 84.00	day

The rates herein will be in effect through December 31, 2014. Thereafter, the unit rates are subject to an increase of five percent (5%) per year to mitigate the annual operating cost increases.



# CERTIFICATE OF LIABILITY INSURANCE

CONSO-2

OP ID: EB

DATE (MM/DD/YYYY)

07/30/2014

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> Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck, NY 11021-3104 Richard S. Butwin		<b>CONTACT NAME:</b> Ellen Begun <b>PHONE (A/C, No, Ext):</b> 516-466-4200 <b>E-MAIL ADDRESS:</b> ellen@butwin.com <b>FAX (A/C, No):</b> 516-466-4213		
<b>INSURED</b> Geosphere Consultants Inc 2001 Crow Canyon Road #100 San Ramon, CA 94583		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : National Union Fire Ins. Co.		19445
		INSURER B : Admiral Insurance Company		24856
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	7133088	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	3500812	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			BE031731077	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			036332881	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab			EO00004162-05	07/01/2014	07/01/2015	Each Occ 2,000,000 Gen Agg 2,000,000

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

Project: 91-03352-A, B-James Madison Middle School, 400 Capistrand Dr, Oakland, CA  
Oakland Unified School District and its directors, officers, employees, agents and representatives are additional insureds

**CERTIFICATE HOLDER****CANCELLATION**

<b>OAKLUSD</b>  Oakland Unified School District 955 High Street Oakland, CA 94601	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

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## ENDORSEMENT

This endorsement, effective 07/01/2014 forms a part of

policy No. 7133088 issued to Geosphere Consultants Inc

by National Union Fire Ins. Co.

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

### **ADDITIONAL INSURED - PRIMARY INSURANCE**

*This endorsement modifies insurance provided under the following:*

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance,** is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

*Ellen Begun*

Authorized Representative or  
Countersignature (in States Where  
Applicable)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
As per written contract between the named insured and any party requesting additional insured status	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such addi-

tional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

As per written contract between the named insured and the party requesting this endorsement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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

## **ADDITIONAL INSURED - VENDORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
<p>(This means any vendor to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to vendors which distribute or sells the insured's products in the regular course of the vendor's business). However, the insurance provided will not exceed the lesser of:</p> <ol style="list-style-type: none"> <li>1. the coverage and/ or limits of this policy, or</li> <li>2. the coverage and/ or limits required by said contract or agreement.</li> </ol>	<p>(This means any of the insured's products that the vendor sells that you become obligated to include as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to products which the vendor distributes or sells in the regular course of business). However, the insurance provided will not exceed the lesser of:</p> <ol style="list-style-type: none"> <li>1. the coverage and/ or limits of this policy, or</li> <li>2. the coverage and/ or limits required by said contract or agreement.</li> </ol>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**B.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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

## **ADDITIONAL INSURED - VENDORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s) (Vendor)</b>	<b>Your Products</b>
Vendors who sell your products	All Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:**

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Sub-paragraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business,

in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## ENDORSEMENT

This endorsement, effective 07/01/2014 forms a part of

policy No. 3500812 issued to Geosphere Consultants Inc

by National Union Fire Ins. Co

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

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

*Ellen Begun*

AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

This endorsement, effective 07/01/2014 forms a part of

policy No. 3500812 issued to Geosphere Consultants Inc

by National Union Fire Ins. Co.

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

### **ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

#### SCHEDULE

#### **ADDITIONAL INSURED:**

Any party requesting this status, as per written contract

#### **I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

*Ellen Begun*

Authorized Representative or  
Countersignature (in States Where  
Applicable)

## ENDORSEMENT

This endorsement, effective 07/01/2014

forms a part of

policy No. 3500812

issued to Geosphere Consultants Inc

by National Union Fire Ins. Co

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

### **INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

*Ellen Begun*

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Authorized Representative or  
Countersignature (in States Where  
Applicable)



## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 07/01/2014

forms a part of Policy No. 036332881

By National Union Fire Ins. Co.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### Schedule

Any party requesting this Endorsement, as per written contract with the named insured



## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Madison MS Expansion-New Construction	Site	215
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	Geosphere Consultants, Inc.	Agency's Contact	Corey T. Dare		
OUSD Vendor ID #	1005071	Title	Project Manager		
Street Address	534-23 <sup>rd</sup> Avenue	City	Oakland	State	CA Zip 94606
Telephone	510-436-7626	Policy Expires	7-1-2015		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	13124				

Term			
Date Work Will Begin	8-27-2014	Date Work Will End By (not more than 5 years from start date)	8-27-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$15,300.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
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 <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J, Fund 21	2159905820	6252	\$15,300.00

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	Phone	510-535-7038	Fax
	Director, Facilities Planning and Management			
	Signature	Date Approved	8/1/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	8-7-14	
	Associate Superintendent, Facilities Planning and Management			
3.	Signature	Date Approved	8/14/14	
	Chief Operations Officer			
	Signature	Date Approved	8/19/14	
4.	President, Board of Education			
	Signature	Date Approved		
	Signature	Date Approved		