

Board Office Use: Legislative File Info.	
File ID Number	10-2122
Committee	Facilities
Introduction Date	8-31-2010
Enactment Number	10-1782
Enactment Date	9-7-10



OAKLAND UNIFIED
SCHOOL DISTRICT

B9

Memo

To Board of Education

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

Board Meeting Date September 8, 2010

Subject Amendment No. 1 - Geosphere Consultants, Inc. - Lowell Middle School Modernization Project

Action Requested Approval by Board of Education of Amendment No. 1 with Geosphere Consultants, Inc. for Additional Geotechnical Services on behalf of the District for the Lowell Middle School Modernization Project, increasing the contract by a not to exceed amount of \$1,600.00, increasing previous contract amount from \$9,580.00 to a not to exceed amount of \$11,180.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Geotechnical engineering is needed for the Interim Housing Project at Lowell.

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

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 Board of Education of Amendment No. 1 with Geosphere Consultants, Inc. for Additional Geotechnical Services on behalf of the District for the Lowell Middle School Modernization Project, increasing the contract by a not to exceed amount of \$1,600.00, increasing previous contract amount from \$9,580.00 to a not to exceed amount of \$11,180.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2049901810-6260

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Geosphere Consultants, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on June 24, 2010, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to address the unforeseen conditions on site which required Geosphere to perform a penetrating Radar survey on existing concrete to allow contractors to continue work without hitting power or high voltage lines underground that was encased in concrete.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$1,600.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is Eleven thousand, one hundred eighty dollars and no cents (\$11,180.00)</p>		

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

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education

Date

Edgar Bakestraw, Jr., Secretary
Board of Education

Date

Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date

CONTRACTOR

Contractor Signature

08/10/10
Date

Eric J. Swenson, Principal
Print Name, Title

10976131
10-12-10

PLANNING
DEPARTMENT

LEGISLATIVE FILE

File ID No.
Introduction Date
Enactment No.
Enactment Date

10-2122
8-31-10
10-1-10
9-7-10
P-9

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

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

SCOPE OF WORK

Contractor Name: GEOSPHERE CONSULTANT, INC.

Billing Rate: Sixteen hundred dollars and no cents (\$1,600.00)

Description of Services to be Provided

_____ will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$_____.

1. Goals or Objectives

Geotechnical engineer is needed for the Interim Housing Project at Lowell

2. Description of Services to be Provided

The scope of the project is to address the unforeseen conditions on site and required Geosphere to perform a penetrating Radar Survey on existing concrete to allow contractors to continue work without hitting power or high voltage lines underground that was encased in concrete.

3. Deliverables

List the specific things the contractor will deliver as a result of this contract. Deliverables should be quantifiable.
NA

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Board Office Use: Legislative File Info.	
File ID Number	10-1550
Committee	Facilities
Introduction Date	6-15-2010
Enactment Number	10-1280
Enactment Date	6-23-12/2



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date June 23, 2010

Subject Professional Services Contract - Geosphere Consultants, Inc. - Lowell Middle School Modernization Project

Action Requested Approval by the Board of Education of a Professional Services Agreement with Geosphere Consultants, Inc. for Geotechnical Services on behalf of the District at Lowell Middle School Modernization Project, in an amount not to exceed \$9,580.00. The term of this Agreement shall commence on June 24, 2010 and shall conclude no later than December 1, 2010.

Background The geotechnical engineer is needed for the Interim Housing Project at Lowell Middle School.

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 a Professional Services Agreement with Geosphere Consultants, Inc. for Geotechnical Services on behalf of the District at Lowell Middle School Modernization Project, in an amount not-to exceed \$9,580.00. The term of this Agreement shall commence on June 24, 2010 and shall conclude no later than December 1, 2010.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2049901810-6265



PROFESSIONAL SERVICES FACILITIES CONTRACT

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

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on **June 24, 2010.** The work shall be completed no later than **December 1, 2010.**
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Nine thousand, five hundred eighty dollars and no cents (\$9,580.00).** This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

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

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

6. CONTRACTOR Qualifications / Performance of Services.

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

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

OUSD Representative:

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

CONTRACTOR:

Name: Gregory Hanson
 Title: Project Manager
 Address: 534-23rd Avenue
Oakland, CA 94606
 Phone: 510-434-3037

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

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered

officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: www.ousd.k12.ca.us
- a. For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
 - b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 - c. Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
 - d. *Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.

10. **Insurance:**

10.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

10.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

10.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.

10.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

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

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

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

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

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

Timothy E. White, Assistant Superintendent

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

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

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

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

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

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

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

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

specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Professional Services Contract

☐ President, Board of Education

Date

☐ Superintendent

Secretary,
Board of Education

Date

Assistant Superintendent,
Department of Facilities Planning and Management

Date



Contractor Signature

May 14, 2010

Date

Eric J. Swenson, Principal Geotechnical Engineer
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Geosphere Consultants, Inc.

Billing Rate: Nine thousand, five hundred eighty dollars and no cents (\$9,580.00)

Description of Services to be Provided

The scope of the project is to provide geotechnical services during the construction phase of Interim Housing project at Lowell Middle School site. Plan review, geotech engineering consulting during construction, observation and moisture density during building pad preparation and trench backfilling and closeout.

The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.



CERTIFICATE OF LIABILITY INSURANCE

OPID EB
CONSO-2

DATE (MM/DD/YYYY)

02/25/10

PRODUCER Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck NY 11021-3104 Phone: 516-466-4200 Fax: 516-466-4213		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Consolidated Engineering Labs Geosphere Consultants Inc 534 23rd Avenue Oakland CA 94606		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A National Union Fire Ins. Co.	19445
		INSURER B AIG	
		INSURER C Houston Casualty Co.	
		INSURER D	
		INSURER E	

COVERAGES

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

INSR ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4022676	07/01/09	07/01/10	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	3853974	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B	<input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	BE2275709	07/01/09	07/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER <input type="checkbox"/> Y/N	WC7578177	07/01/09	07/01/10	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ 1000000 E L DISEASE - EA EMPLOYEE \$ 1000000 E L DISEASE - POLICY LIMIT \$ 1000000
C	Professional Liab	H70815292	10/01/09	07/01/10	Ea Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Geotechnical Services at various schools
Oakland Unified School District, its directors, officers, employees, agents, and representatives are additional insureds

CERTIFICATE HOLDER

CANCELLATION

OAKLAND Oakland Unified School District, Dept of Facilities Planning and Management 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/01)

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Geosphere Consultants, Inc.

AN ETS COMPANY

Geotechnical Engineering • Engineering Geology
Environmental Management • Water Resources

April 6, 2010

Oakland Unified School District
Facilities Planning and Management
955 High Street
Oakland, California 94601

Attention: Kenya Chatman, Project Manager

Subject: Proposal for Geotechnical Engineering Services during Construction Phase
Proposed Interim Housing Project
Lowell Middle School
991 - 14th Street
Oakland, California
Geosphere Proposal No. 91-02552-PW

Dear Ms. Chatman:

Geosphere Consultants Inc., formerly the Geotechnical Division of Consolidated Engineering Laboratories, has prepared this proposal to provide geotechnical services during construction of the subject project. **Geosphere** has reviewed the project plans entitled "Interim Housing at Lowell Middle School Site, 991 14th Street, Oakland, California" and the Project Manual, both prepared by LCA Architects and dated March 19, 2010. It is our understanding that the project will consist of the placement of ten modular classrooms and one modular restroom in an asphalt-paved playground area. Grading is expected to be minimal as the buildings will be placed on the pavement with a thin asphalt overlay layer placed as necessary for leveling. The buildings will be supported on above-grade treated wood temporary foundations. The primary geotechnical testing will be for utility line backfill particularly that for extending a main electrical line to the area, with some backfill for more localized water and sewer line trenches.

Prior to grading activities, **Geosphere** will need to review all the project plans, and prepare a Geotechnical Engineer-of-Record letter which will tie in to the plans and specifications where references are made to specifications to be provided by the Geotechnical Engineer-of-Record. Our services during construction would include:

- Plan review and preparation of Geotechnical Engineer-of-Record specifications letter (to be performed before major site work begins).
- Geotechnical engineering consultation during construction.
- Observation and moisture/density testing using a nuclear gauge during building pad preparation, if needed.
- Observation and moisture/density testing using a nuclear gauge during utility trench backfilling.
- Project coordination and field daily reports review during construction.
- Final Summary Letter of our observations and testing for construction of the project.

The estimated Time and Materials fees for these services are summarized on below. Field services will be billed portal to portal from the Oakland office.

Geotechnical dispatching will be handled by Mike Wissink out of the Oakland office. Special inspection dispatching will be handled by CEL's Materials Dispatch. It is recommended that **Geosphere** collect onsite soil samples at least 48-hours prior to the first compaction testing request to ensure maximum density/optimum moisture determinations are ready during testing. Otherwise, providing compaction test results to the onsite team will be delayed slightly while the laboratory prepares the samples. A proposal for Materials Testing and Inspection will be provided under separate cover.

**ESTIMATED TIME AND MATERIALS FEES****On-Site Improvements**

Description	Personnel/Test	Rate	Hours/ Units	Subtotal
Site Work, Including Underground Utilities and Pavement Areas				
Underground Utility Backfilling, 10 days	Soil Technician	\$ 80/hr	80	\$ 6,400.00
Maximum Density/Optimum Moisture	Lab Test	\$ 300/ea	3	\$ 900.00
Subtotal				\$ 7,300.00
Plan Review, Consultation, Final, Field Daily Review, Foundation Excavation Observations				
Consultation, Letters, Site Visits, PM, Meeting Attendance, Plan Review	Senior Eng/Geol	\$ 160/hr	12	\$ 1,920.00
Site Visits, Meeting Attendance	Field Supervisor	\$ 90/hr	4	\$ 360.00
Subtotal				\$ 2,280.00
TOTAL ESTIMATED TIME AND MATERIALS FEES				\$ 9,580.00

If this proposal is acceptable, please sign and return both copies of the attached Professional Services Agreement. A fully executed original will be returned for your records. Otherwise, please provide a contract for our review. If you have any questions regarding this proposal, please contact the undersigned at 925-314-7100, gh@geosphereinc.net. We appreciate the opportunity of providing this proposal to the Oakland Unified School District.

Sincerely,

GEOSPHERE CONSULTANTS, INC.


Gregory R. Hanson, GE, CEG
Senior Geotechnical Engineer

Attachments: Fee Schedule
Professional Services Agreement
Report Distribution

Distribution: 2 plus PDF to Addressee (510-879-8110, Fax 510-879-1860)
Kenya.Chatman@ousd.k12.ca.us

GRH/EJS:pmf
R:\Proposals\Proposals 2500-2599\91-02552-PW Lowell Interim Housing\91-02552-PW Construction Proposal.doc



FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Effective: January 1, 2010 through December 31, 2010

Task Code	PERSONNEL		UNIT RATE	UNIT
X1401/X2000	Principal Engineer/Geologist		\$ 200.00	hour
X1500/X2100	Senior Engineer/Geologist	\$ 160.00	\$ 170.00	hour
X1600/X2200	Project Engineer/Geologist		\$ 150.00	hour
X1700/X2300	Staff Engineer/Geologist		\$ 125.00	hour
X1900/X2500	Assistant Engineer		\$ 95.00	hour
X3200	Technician Supervisor		\$ 90.00	hour
X3300	Field Technician		\$ 80.00	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		\$ 150.00	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		\$ 200.00	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: January 1, 2010 through December 31, 2010

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 C40	\$	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: January 1, 2010 through December 31, 2010

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
The rates herein will be in effect through December 31, 2010. Thereafter, the unit rates are subject to an increase of five percent (5%) per year to mitigate the annual operating cost increases.			
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



Geosphere Consultants, Inc.

AN ETS COMPANY

Geotechnical Engineering • Engineering Geology
Environmental Management • Water Resources

Professional Services Agreement

Project Name: Lowell Middle School – Proposed Interim Housing Project

Project Address: 991 – 14th Street, Oakland, California

Individual/Firm Responsible for Payment (Client): Oakland Unified School District

Contact: Kenya Chatman, Project Manager

Address: Facilities Planning and Management, 955 High Street, Oakland, California 94601

Phone: (510) 879-8110

Fax: (510) 879-1860

Services to be Performed: Services outlined in Geosphere Consultants Inc. Proposal No. 91-02552-PW dated April 1, 2010.

Terms and Conditions:

1. Client agrees to pay invoice within 30 days, or incur interest charges of 1% per month.
2. Client acknowledges services are rendered at the unit rates quoted herein. Total inspection hours are as necessitated by the contractor's schedule and UBC requirements, and are not the responsibility of GEOSPHERE CONSULTANTS, INC. If Contractor requests services outside of scope listed above, Client agrees to compensate GEOSPHERE CONSULTANTS, INC. at the rates outlined in Geosphere's published fee schedule.
3. This paragraph limits GEOSPHERE CONSULTANTS, INC. liability – READ IT CAREFULLY. Client understands and acknowledges that the services pose certain risk to both GEOSPHERE CONSULTANTS, INC. and the Client. Client further acknowledges and agrees that the amount of risk GEOSPHERE accepts by this Agreement is commensurate with the amount of compensation received under this Agreement for the services. GEOSPHERE CONSULTANTS, INC. fees for the services are based on and reflect Client's agreement to limit GEOSPHERE CONSULTANTS, INC. liability as described below. Client specifically acknowledges and agrees that but for this promise to limit GEOSPHERE liability, GEOSPHERE CONSULTANTS, INC. fee would be significantly higher to accommodate GEOSPHERE for the risk posed by the services and entering this Agreement. Client acknowledges its right to discuss this provision with legal counsel and negotiate with GEOSPHERE regarding this provision and the proposed fee. In reliance on the foregoing and consideration for the fee proposed, Client specifically acknowledges and agrees that, to the fullest extent permitted by law, GEOSPHERE total liability for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever, including, without limitation, attorneys' fees and legal costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the services or this Agreement from any cause or causes, including, but not limited to, GEOSPHERE CONSULTANTS, INC. negligence, errors, omissions, breach of contract or any duty, is limited to Twenty-Five Thousand Dollars (\$25,000) or the amount of GEOSPHERE'S fee, whichever is greater.
4. CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOSPHERE CONSULTANTS, INC. will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOSPHERE, and agrees to defend, indemnify, and hold GEOSPHERE harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate GEOSPHERE for any time spent or expenses incurred by GEOSPHERE in defense of any such claim, with compensation to be based upon GEOSPHERE prevailing fee schedule and expense reimbursement policy.
5. GEOSPHERE CONSULTANTS, INC. presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services. GEOSPHERE will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.



Geosphere Consultants, Inc.

Date: April 6, 2010
Geosphere Proposal No: 91-02552-PW
Project Manager: Greg Hanson

Client acknowledges billing minimums of 4 and 8 hours for field technicians/inspectors as outlined herein.

Unless otherwise agreed in writing, test specimens or samples will be disposed of immediately upon completion of testing.

In providing services under this agreement, GEOSPHERE CONSULTANTS, INC. shall exercise that degree of skill and care ordinarily used by other reputable members of GEOSPHERE'S profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require GEOSPHERE to meet any higher standard and this paragraph shall control over any such contrary provision. No other warranty, expressed or implied, is made.

If any party hereto commences an action or arbitration proceeding to interpret or enforce this contract, the prevailing party shall be entitled to an award of attorneys' fees and costs in addition to all other amounts awarded by the Court or arbitrator.

0. Services provided pursuant to this Agreement are intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this Agreement without the express written consent of GEOSPHERE CONSULTANTS, INC.

1. Client agrees that GEOSPHERE CONSULTANTS, INC. has been engaged to provide technical professional services only, and that GEOSPHERE does not owe a fiduciary responsibility to Client.

2. Client shall be entitled to an original report and three copies as part of these services. Should the Client request additional reports, they will be charged at \$15 each.

3. Client agrees to require Contractor to provide on-site First Aid and safety services as required by CAL-OSHA.

4. It shall be Client's sole responsibility to notify GEOSPHERE CONSULTANTS, INC. in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to GEOSPHERE, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon GEOSPHERE as well as any increase in the contract amount due to the imposition of prevailing wage requirements.

5. Signatures received by facsimile will be treated as originals and this Agreement may be signed in counter-parts.

6. This agreement is governed by the laws of the State of California and is entered into the County of Contra Costa, City of San Ramon.

We require **24-hour notification** of our personnel. **Dispatch hours are 7:00 a.m. to 4:00 p.m.** Although we will try to accommodate all requests for services, we cannot guarantee that calls after 4:00 p.m. will be received. If requested services are cancelled (for any reason), please notify our office by 4:00 p.m. on the day prior to the scheduled services. Cancellations received on the day of scheduled services are subject to a 2-hour show-up charge. In addition, the following basis of charges will be in effect during our participation on your project:

Work over 8 hours, Saturdays

Work over 12 hours, Sundays/Holidays

Work from 0-4 hours (field technicians/inspectors only)

Work from 4-8 hours (field technicians/inspectors only)

Show-Up Time

Time and ½

Double Time

4-Hour Minimum Billing

8-Hour Minimum Billing

2-Hour Minimum Billing

WITNESS WHEREOF, the parties hereto have executed this Agreement as of April 6, 2010.

Geosphere Consultants, Inc.

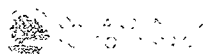
Client: Oakland Unified School District

By: _____

By: _____

Title: _____

Title: _____



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

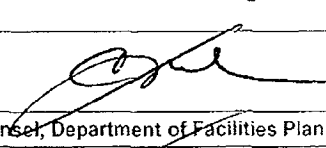


Project Information	
Project Name	Lowell Middle School Modernization
Site	Lowell Middle School
Basic Directions	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance,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

Contractor Information	
Contractor Name	Geosphere Consultants, Inc.
Agency's Contact	Gregory Hanson
OUSD Vendor ID #	1005071
Title	Project Manager
Street Address	534-23 rd Avenue
City	Oakland
State	CA
Zip	94606
Telephone	510-434-3037
Policy Expires	7-1-2010
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	06004

Term	
Date Work Will Begin	June 24, 2010
Date Work Will End By	December 1, 2010
(not more than 5 years from start date)	

Compensation	
Total Contract Amount	\$
Total Contract Not To Exceed	\$9,580.00
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 before completing requisition.				
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2049901810	6265	\$9,580.00
				\$

Approval and Routing (in order of approval steps)	
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.	
1.	Division Head Charles Love Phone 510-879-8389 Fax 510-879-3673
	Capital Program Contract & Accounting Manager
	Signature  Date Approved 5-24-10
2.	General Counsel, Department of Facilities Planning and Management
	Signature  Date Approved 5-27-10
	Assistant Superintendent, Facilities Planning and Management
3.	Signature  Date Approved
	President, Board of Education
4.	Signature Date Approved



CERTIFICATE OF LIABILITY INSURANCE

OP ID EB

DATE (MM/DD/YYYY)

08/10/10

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

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

PRODUCER Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck NY 11021-3104 Phone: 516-466-4200 Fax: 516-466-4213	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Geosphere Consultants Inc 534 23rd Avenue Oakland CA 94606	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: CONSO-2	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins. Co. 19445	
	INSURER B: AIG	
INSURER C: Admiral Insurance Company 24856		
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	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		4022676	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			3853974	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						\$	
	<input type="checkbox"/> NON-OWNED AUTOS						\$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X		BE2275709	07/01/10	07/01/11	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC7578177	07/01/10	07/01/11	WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
							E.L. DISEASE - POLICY LIMIT	\$ 1000000
C	<input checked="" type="checkbox"/> Professional Liab			EO00001416201	07/01/10	07/01/11	Ea Claim	2,000,000
							Aggregate	2,000,000

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

Geotechnical Services at various schools
Oakland Unified School District, its directors, officers, employees, agents,
and representatives are additional insureds

CERTIFICATE HOLDER**CANCELLATION**

OAKLAMO Oakland Unified School District, Dept of Facilities Planning and Management 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Lowell Middle School Modernization	Site	Lowell Middle School
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Basic Directions

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

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

Contractor Name	Geosphere Consultants, Inc.	Agency's Contact	Greg Hanson				
OUSD Vendor ID #	1005071	Title	Project Manager				
Street Address	534-23 rd Avenue	City	Oakland	State	CA	Zip	94606
Telephone	510-436-7626	Policy Expires	7-1-2011				
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 #	06004						

Term

Date Work Will Begin	6-24-2010	Date Work Will End By (not more than 5 years from start date)	12-1-2010
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$11,180.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 1,600.00
Other Expenses		Requisition Number	

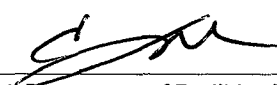
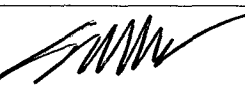

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond- Measure B	2049901810	6260	\$1,600.00
				\$

Approval and Routing (in order of approval steps)

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

1.	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	8-16-10		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	8-17-10		
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			