

# ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

## Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Advance Construction Inspection (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, 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 following services (include location, dates, to whom services are provided):

For Measure B - Encinal JR/SR High School Stadium Project, Advance Construction Inspection's inspection services shall consist of all on-site inspection services of the Project and all inspection-related activities relating thereto. The inspection services Retained shall perform continuous inspection of the Project, prior to and during the work of construction in all stages of its progress. The Project Inspector shall ensure that the Project Contractor's installation of work is in compliance with Title 24 California Code of Regulation, the District Standards and any other requirements of the Public Agencies providing jurisdiction.

Contractor Pre-Construction work expected 30 days prior to the demolition date which is expected on June 09, 2025.

2. **Terms.** The term of this agreement shall be from 06/25/2024 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,500; or, approval by the Board of Education if the total contract(s) exceeds \$114,500) to 06/09/25. The work shall be completed no later than 05/09/25.

3. **Compensation. Check one of the following boxes:**

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

- 3.1.1  CONTRACTOR is providing services for a flat fee which shall not exceed \$\_\_\_\_\_.
- 3.1.2  CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum of hours of service at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$\_\_\_\_\_.
- 3.1.3  Other: \$120/hour with NTE \$190,080.00 per attached proposal in Exhibit A dated 02/20/2024.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows \_\_\_\_\_; which shall not exceed a total cost of \$\_\_\_\_\_.

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 AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient 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.

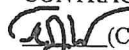
**4. Strategic Alignment. Check one of the following:**

- 4.1  **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? \_\_\_\_\_  
Provide oversight on construction services to ensure safe construction of the school aligned with code and district standards.
- 4.2  **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? \_\_\_\_\_  
\_\_\_\_\_

**5. Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

**5.1 Tuberculosis Screening. Check one of the following boxes:**

- 5.1.1  TB Clearance will be completed through AUSD prior to starting work or records are already on file.
- 5.1.2  Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.
- 5.1.3  **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

 (CONTRACTOR initials)

 (District Representative initials)

**5.2 Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1  Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.

5.2.2  Agency certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

5.2.3  Waiver of Fingerprint Requirement. Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because (check which applies):

CONTRACTOR'S staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or

CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement;

\_\_\_\_\_ (CONTRACTOR initials)

\_\_\_\_\_ (District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

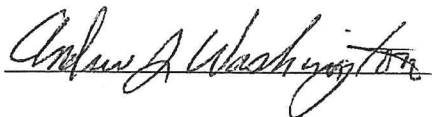
6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Check only one of the boxes below:

The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement. \*CONTRACTOR acknowledgement \_\_\_\_\_

The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.


6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage when applicable, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall endorse AUSD as an additional insured. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. CONTRACTOR must provide insurance documentation prior to the commencement of work. Failure to maintain coverage during the term of the contract will result in termination.

\*CONTRACTOR acknowledgement



**6.3 Professional Liability Insurance.** If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

 (CONTRACTOR initials)  
 (AUSD Representative initials)

**6.4 Proof of Carriage of Insurance.** CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

**6.4.1** 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 AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

**6.4.2** An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.

**6.4.3** All policies shall be written on an occurrence form.

**6.4.4** 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 AUSD.

**7. Notices.** All notices 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:

AUSD	CONTRACTOR
Name: <u>Monty Patterson</u>	Name: <u>Andrew Washington</u>
Title: <u>Senior Director of Construction</u>	Title: <u>Project Inspector</u>
Address: <u>2060 Challenger Drive</u> <u>Alameda, CA 94501</u>	Address: <u>1625 Shirley Court</u> <u>Modesto, CA 95358-1620</u>
Email: <u>mpatterson@alamedaunified.org</u>	Email: <u>ajw95358@gmail.com</u>

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

**8. Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

**8.1** Invoices shall be emailed directly to [accountspayable@alamedaunified.org](mailto:accountspayable@alamedaunified.org) or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

- 11. 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 certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' 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. AUSD's interest is only in the results obtained.
- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 14. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from 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 AUSD 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 the Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, 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 AUSD. 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 authorships, or other documents prepared by CONTRACTOR or its subcontractors 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 AUSD.

17. **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.
18. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
19. **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.
20. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
  - 20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD'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 AUSD 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.
22. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following:(a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.

23. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD 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. 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 AUSD'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 AUSD of this information.
24. **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.
25. **Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
26. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
27. **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. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
28. **Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
29. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals 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/>).
30. **Force Majeure.** At the District's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
31. **Other.** Additional terms attached or edits to must be approved by AUSD.

Revised: 1.2024

I. SITE

**CONTRACTOR**

Print Name & Title: ANDREW J WASHINGTON PROJECT INSPECTOR

CONTRACTOR Signature: Andrew J Washington Date: 06-17-2024

**SOURCE OF FUNDS (check appropriate):**

Unrestricted Funds (Fund 01)  Donated Funds  Restricted Funds

Budget Code: 21-9504-0-0000-8500-6234-023-77-3033

Monty Patterson Requesting Administrator Date: 06/17/2024

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

**SEND TO: Business Services**

II. HR

Human Resource Approval  Yes  No

Timothy Cwin Signature of Human Resource Administrator Date: 06/17/2024

III. BOARD DELEGATES

- Superintendent, Pasquale Scuderi
- Assistant Superintendent of Human Resources, Tim Erwin
- Assistant Superintendent of Educational Services, Kirsten Zazo
- Assistant Superintendent of Business Services, Shariq Khan

Shariq Khan Signature of Superintendent or Assistant Superintendent Date: 06/17/2024

IV. BOARD

**BOE Approval Required for Contracts Equal To Or Greater Than \$114,500:**

\_\_\_\_\_  
Signature of President, Board of Education Date

\_\_\_\_\_  
Signature of Secretary, Board of Education Date

**Independent Contractor Status Verification**

***Contractors who are Individual/sole proprietors or single-member LLCs must complete this form and submit with other contract documents.***

*Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.*

**INDEPENDENT CONTRACTOR STATUS CHECKLIST**  
**(Employee v. Independent Contractor)**

Contractor's Name: Andrew J Washington                      Current AUSD employee or substitute?     Yes                       No

**LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY**

- CONTRACTOR** and its workers are free from the control and direction of the AUSD in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- The work to be performed by the **CONTRACTOR** and its workers is outside the usual course of the AUSD's business.
- CONTRACTOR** is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

**IRS COMMON LAW FACTORS:**

- NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- OWN WORK HOURS:** The worker will establish the work hours for the job.
- NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.

- BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.
- SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
  - Having an office and assistants
  - Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
  - Having business signs
  - Having a business license
  - Listing services in a business directory
  - Other
  - (Attached copies of business license, business cards, letterhead, advertisements)
- POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
  - The worker hires, directs, and pays assistants
  - The worker has his/her own office, equipment, materials, or facilities
  - The worker has continuing and recurring liabilities
  - The worker has agreed to perform specific jobs for prices agreed upon in advance
  - The worker's services affect his/her own business reputation
- LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, Andrew J Washington (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: 

# Exhibit A



# Advance Construction Inspection

1625 Shirley Ct Modest, Ca. 95358-1620

*February 20, 2024*

*Mr. Robbie Lyng  
Senior Director of Construction  
Alameda Unified School District  
2060 Challenger Drive  
Alameda, CA 94501*

*RE: Proposal for the Encinal High School New Sports Field*

## ***Letter of Interest***

*Mr. Robbie Lyng,*

*I am pleased to provide you with the enclosed Statement of Qualifications and Proposal to provide DSA Inspection Services for the **Encinal High School New Sports Field**. Advance Construction Inspection is a company that specializes in Inspection Construction Services.*

## ***Inspection Services***

*Inspection services shall consist of on-site Continuous inspection services of the Project and all inspection-related activities including, but not limited to, the services set forth under this agreement; the inspection services retained shall perform inspection of the Project during the work of construction in all stages of its progress.*

*The Project Inspector shall ensure that the Project Contractor's installation of work is in compliance with the 2022 Title 24 California Code of Regulation, the District Standards and any other requirements of the Public Agencies providing jurisdiction.*



# Advance Construction Inspection

1625 Shirley Ct Modest, Ca. 95358-1620

## ***Proposed Fee***

*The Inspection fee is based on the Construction schedule work duration from May 1, 2024 through June 30, 2025. Upon completion of this Performance period if the below fee amount goes over the not to exceed, the district will have the option to renew this agreement for an additional hour in an amendment agreement to increase fees.*

*Days X Months X Hours = Hours of work*

*22 days of work X 12 months X 6hrs/day = 1,584hrs*

*1,584 X \$120.00/hr. rate = \$190,080.00 = NOT TO EXCEED*

*Respectfully submitted,*

*Andrew J. Washington*

*Advance Construction Inspection*

*1625 Shirley Court*

*Modesto, 95358-1620*

*(AJ) Andrew J Washington, Class 2 DSA Inspector #5825*

*Cell Ph.: 209-896-6103 Fax: 209-571-0955*

*Email: ajw95358@gmail.com*



The Hartford Services Team

## An important message from The Hartford

The document you requested showing proof of insurance for Account #XXXXXXXXXX538398 ANDREW J WASHINGTON DBA Advance Construction Inspection is attached. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,  
The Hartford Services Team

[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Customer Login](#) | [Agent Login](#)

This email was sent to: [ajw95358@gmail.com](mailto:ajw95358@gmail.com)

Attached: CERTIFICATE OF INSURANCE (COI).Pdf

You'll require Adobe® Reader in order to open PDF attachments. [Download](#) a free Adobe® Reader to your computer

This email was sent by: The Hartford.

3600 Wiseman Blvd. San Antonio, TX 78251, United States © 2024 . All Rights Reserved.

This is a customer service message from The Hartford. For security reasons, we kindly ask that you **do not reply** to this email. If you have questions regarding your account, please contact us or log in so we can properly verify your identity.

For Arizona, California, New Hampshire, Texas and Washington, your (or the) specific insurance underwriting company can be easily obtained by viewing the insurance policy document accessed through the link as specified above.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

March 20, 2024

Alameda Unified School District  
2060 CHALLENGER DR  
ALAMEDA CA 94501-1037

**Account Information:**

<b>Policy Holder Details :</b>	<b>ANDREW J WASHINGTON DBA Advance Construction Inspection</b>
--------------------------------	--



**Contact Us**

---

**Need Help?**

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team





## HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### A. Amended Coverage:

The following is added to Section **A. COVERAGES**:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" or "non-owned auto".

#### B. The following changes are made to Section **B. EXCLUSIONS**:

1. Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employer's Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".
3. Exclusion **f. Pollution** is deleted and replaced by the following:

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) That are, or that are contained in any property that is:

(i) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(ii) Otherwise in the course of transit by or on behalf of the "insured"; or

(iii) Being stored, disposed of, treated or processed in or upon the covered "auto".

(b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (a) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(ii) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in Paragraphs **15.f.(2)** and **15.f.(3)** of the definition of "mobile equipment".

Paragraphs (b) and (c) above do not apply to accidents that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. The following exclusion is added:

#### **Fellow employee**

Coverage does not apply to "bodily injury" to any fellow "employee" of the insured arising out of the operation of an "auto" owned by the insured in the course of the fellow "employee's" employment.



5. The following exclusion is added:

**Care, Custody Or Control**

Coverage does not apply to "property damage" involving property owned or transported by the insured or in the insured's care, custody or control.

- C. With respect to "hired auto" and "non-owned auto" coverage, Section **C. WHO IS AN INSURED** is deleted and replaced by the following:

1. The following are insureds:

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an "auto".

(2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" or "non-owned auto" covered by this endorsement, the following changes are made to Section **E. LIABILITY AND MEDICAL EXPENSES CONDITIONS**:

1. The following condition is added:

**Other Insurance**

a. Except for any liability assumed under an "insured contract" the insurance provided by this endorsement is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

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

2. The following condition is added:

**Two Or More Coverage Parts, Endorsements, Or Policies Issued By Us**

If this endorsement and any other endorsement, coverage part or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the endorsements, coverage parts, or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage part, or policy. This condition does not apply to any endorsement, coverage part, or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.



3. The following condition is added:

**Financial Responsibility Laws**

- a. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, when this endorsement is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by this endorsement for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to a "hired auto" or "non-owned auto" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

- E. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. The following definition is added:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. The following definition is added:

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
- b. Customer's "auto" that is in your care, custody or control for service.



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance 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:

- (i) The exceptions contained in Paragraphs (d) or (f); or
- (ii) 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.

**b. Lessors Of Equipment**

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises;
- (b) In the performance of your ongoing operations performed by you or on your behalf; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
  - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.



**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "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 failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.