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|---|------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 13-0336 |
| Committee | Facilities |
| Introduction Date | 2-27-2013 |
| Enactment Number | 13-0432 |
| Enactment Date | 2-27-13 lf |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date February 27, 2013

Subject Amendment No. 4, Independent Contractor Agreement for Professional Services - Ninyo & Moore - Havenscourt New Cafeteria & Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 4, , Independent Contractor Agreement for Professional Services with Ninyo & Moore for Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project in an amount not-to exceed \$59,822.00 increasing previous contract amount from \$134,283.65 to a not to exceed amount of \$194,105.65. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Additional inspection services are requested by the Division of State Architect and also are necessary to not interrupt the school's regular use of the site and facilities.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 4, , Independent Contractor Agreement for Professional Services with Ninyo & Moore for Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project in an amount not-to exceed \$59,822.00 increasing previous contract amount from \$134,283.65 to a not to exceed amount of \$194,105.65. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Independent Contractors Agreement for Professional Services including scope of work



AMENDMENT NO. 4 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Ninyo & Moore**. OUSD entered into an Agreement with CONTRACTOR for services on **August 11, 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 provide additional inspection services as required for extended shop and field welding schedule, overtime and weekend work, environmental sampling & testing, rebar placement inspection, and additional concrete mix-design reviews.</u></p> | | |
| 2. Terms (duration): | <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input type="checkbox"/> The term of the contract has <u>changed</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> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| <p>If the compensation is changed: The contract price is amended by</p> <p style="text-align: center;">x Increase of \$59,822.00 to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>One hundred ninety-four thousand, one hundred five dollars and sixty-two cents (\$194,105.62)</u></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) |
|-----|-----------|---|-------------------------------|
| 1 | 6-22-2011 | The scope of the project is to provide material testing and inspection services for the Havenscourt Interim Dining Project Phase (2). | \$13,410.00 |
| 2 | 4-25-2012 | The base contract was for the temporary classrooms project while the new building was in design; Amendment No. 1 was for the interim kitchen and dining project because the existing cafeteria building needs to be demolished as the new building will be built at the current location of the existing cafeteria; Amendment No. 2 is for the construction of the New Classroom and Cafeteria main building. A cost for special inspections by Ninyo & Moore could not be provided until the plans and specifications for the new building were completed. | \$112,118.65 |
| 3 | 2-13-2013 | The scope of the project is to provide special inspection services for the Havenscourt Lunch Shelter. | \$3,700.00 |

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.

FACILITIES PLANNING
 & MANAGEMENT
 ACCOUNTING DEPARTMENT
 FEB 20 9 18 AM '13
 OAKLAND CA 94601
 955 HIGH STREET

OAKLAND UNIFIED SCHOOL DISTRICT

David Takashiba, President of the Board

[Signature]

2/28/13
Date

Edgar Rakestraw, Jr., Secretary
Board of Education

[Signature]

2/28/13
Date
Date

Timothy White, Associate Superintendent
Facilities, Planning and Management

[Signature]

Date

CONTRACTOR Ninyo & Moore

[Signature]

Contractor Signature

1-29-13
Date

Terence K. Wang, General Manager

Print Name, Title

File ID Number: 13-0336

Introduction Date: 2-27-13

Enactment Number: 13-0432

Enactment Date: 2-27-13

By: *[Signature]*

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Fifty-nine thousand, eight hundred twenty-two dollars and no cents (\$59,822.00)

Description of Services to be Provided

1. Description of Services to be Provided

The scope of the project is to provide additional inspection services as required for extended shop and field welding schedule, overtime and weekend work, environmental sampling & testing, rebar placement inspection, and additional concrete mix-design reviews.

2. Specific Outcomes:

Safety and healthy for the students and staff.

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

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

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

Susie Butler-Berkley 2-5-2013
Susie Butler-Berkley
 Contract Analyst

December 26, 2012
Project No. 401934001

EXHIBIT A

Mr. Eric Scheuermann, Project Manager
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: Change Order Request No. 1
Geotechnical Observation, Materials Testing and Special Inspection Services
Havenscourt Middle School New Classroom and Cafeteria Building Phase 2
1390 66th Avenue, Oakland, California
OUSD Project No.: 07030; DSA Application No.:01 111714; File No.:1-29

Dear Mr. Scheuermann:

As you know, construction activities are ongoing and we have been providing geotechnical observation, construction materials testing, and special inspection services in accordance with our proposal dated March 8, 2012, jurisdictional requirements, DSA 103 sheet, DSA approved plans and specifications and as requested by the Project Inspector. The fee for the requested services provided during construction of the subject project and associated improvements will exceed the estimated amount presented in our proposal. In preparing this change order request, we reviewed our accounting records, discussed the anticipated remaining on-site work with Project Inspector, and revisited the project plans and specifications. At the time our proposal was prepared, the construction schedule was not available for our review. This need for additional funds can be attributed to the additional work on the project, contractors' extended construction schedule, show up time and the need to work overtime and over the weekend.

SERVICES REMAINING

An estimate of additional time and associated fees for geotechnical observation, materials testing, and special inspection services has been developed based on time already accrued and our understanding of the remaining work for the project. It is our understanding that services remaining include soil sampling and compaction testing, reinforcing steel placement, concrete

batch plant inspection, concrete sampling, structural steel welding, load testing for adhesive anchors, along preparation of Final Verified Reports at the completion of the project.

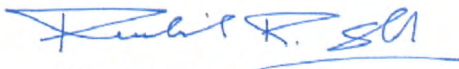
CONTRACT SUMMARY

As of our October, 2012 billing, the accumulated fee for the subject project was approximately \$85,912 Based upon our understanding of the remaining work and our services provided to date, we estimate our fees to be approximately \$59,822 more than the initially approved budget. Therefore, this change order request is for **\$59,822 (Fifty Nine Thousand Eight Hundred and Twenty Two Dollars)**, as shown in the attached Table 1 - Change Order No. 1 (Breakdown of Hours). The contract history for this project is as follows:

| | |
|--|-------------------|
| Initial Budget | \$ 112,119 |
| Current Authorized Fee | \$ 112,119 |
| Amount of Requested Change Order No. 1 | \$ 59,822 |
| New Contract Amount | \$ 171,941 |

The estimate provided for this change order request is based upon a review of the original contract, our services provided to date, and our understanding of the remaining work. We appreciate this opportunity to be of continuing service.

Respectfully submitted,
NINYO & MOORE



Ruchil R. Shah
Project Manager



Terence K. Wang, PE, GE
Principal Engineer

RS/TKW/csj

Attachment: Table 1 -- Change Order No. 1 (Breakdown of Hours)

Distribution: (1) Addressee

TABLE 1 - CHANGE ORDER NO. 1 (BREAKDOWN OF HOURS)

| CONSULTATION AND PROJECT MANAGEMENT | | | | |
|---|-------------|--------------|----|------------------|
| Project Manager/Geologist | 60 hours @ | \$ 120 /hour | \$ | 7,200 |
| Principal Engineer | 8 hours @ | \$ 155 /hour | \$ | 1,240 |
| Subtotal | | | | \$ 8,440 |
| FIELD SERVICES | | | | |
| Soils Technician | 80 hours @ | \$ 79 /hour | \$ | 6,320 |
| Reinforced Concrete Special Inspector | 44 hours @ | \$ 79 /hour | \$ | 3,476 |
| Structural Steel Welding Inspector | 160 hours @ | \$ 79 /hour | \$ | 12,640 |
| Concrete Batch Plant Inspection | 32 hours @ | \$ 79 /hour | \$ | 2,528 |
| Concrete Sampling Technician | 134 hours @ | \$ 79 /hour | \$ | 10,586 |
| Load Testing Technician (Pull and Torque Tests) | 68 hours @ | \$ 79 /hour | \$ | 5,372 |
| Subtotal | | | | \$ 40,922 |
| MATERIALS TESTING | | | | |
| Concrete Compression Tests, C39 | 96 tests @ | \$ 30 /test | \$ | 2,880 |
| Reinforcing Bar, Tensile or Bend, A615 | 12 tests @ | \$ 55 /test | \$ | 660 |
| Compaction Curve (ASTM D1557) | 6 tests @ | \$ 250 /test | \$ | 1,500 |
| Subtotal | | | | \$ 5,040 |
| FINAL VERIFIED REPORTS PREPARATION | | | | |
| Project Manager/Geologist | 40 hours @ | \$ 120 /hour | \$ | 4,800 |
| Principal Engineer | 4 hours @ | \$ 155 /hour | \$ | 620 |
| Subtotal | | | | \$ 5,420 |
| TOTAL ESTIMATED FEE | | | | \$ 59,822 |



Eric Scheuermann <eric.scheuermann@ousd.k12.ca.us>

401934001-Havenscourt Cafeteria-CHANGE ORDER REQUEST

1 message

Ruchil Shah <rshah@ninyoandmoore.com>

Thu, Dec 27, 2012 at 1:49 PM

To: Eric Scheuermann <eric.scheuermann@ousd.k12.ca.us>

Eric,

As we discussed earlier and per my voice message I left you today, attached is a Change Order Request No.1 for Havenscourt Cafeteria and Classroom Building project. I explained several reasons in our change order regarding the need of this additional funds. Below is a summary of change order items.

- Extended shop and field welding schedule
- Overtime and weekend inspection work
- Environmental study, coring, sampling, testing and report at the beginning of the project
- Rebar placement inspection
- Five concrete mix design reviews - twice (Cemex & Central)

Please feel free to call me to discuss this change order request.

HAPPY HOLIDAYS !

P.S.: I will be on vacation starting next week for three weeks but you can reach me by email and I will respond ASAP.

Thank you,

Ruchil Shah
Project Manager
Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

New San Jose Office

2149 O'Toole Avenue, Suite 10

San Jose, California 95131

(408) 435 9000

(408) 435 9006 (Fax)

(510) 277-6189 (Cell)

rshah@ninyoandmoore.com

Experience · Quality · Commitment

"Celebrating 25 Years"

**401934001 L - CO.pdf**

203K

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/03/2012

PRODUCER
Dealey, Renton & Associates
 P. O. Box 12675
 Oakland, CA 94604-2675
 510 465-3090 Christine Silan

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.

INSURERS AFFORDING COVERAGE

INSURED
Ninyo & Moore Geotechnical & Environmental Sciences Consultants
 1956 Webster Street, Suite 400
 Oakland, CA 94612

INSURER A: **Travelers Property Casualty Co**
 INSURER B: **American Automobile Ins. Co.**
 INSURER C: **Alterra Excess & Surplus Insura**
 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 LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|--|---------------|----------------------------------|-----------------------------------|--|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | 6308986R247 | 10/03/12 | 10/03/13 | EACH OCCURRENCE | \$1,000,000 |
| | FIRE DAMAGE (Any one fire) | | | | \$1,000,000 | |
| | 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 | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 8108986R247 | 10/03/12 | 10/03/13 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | BODILY INJURY (Per person) | | | | \$ | |
| | BODILY INJURY (Per accident) | | | | \$ | |
| | PROPERTY DAMAGE (Per accident) | | | | \$ | |
| | AUTO ONLY - EA ACCIDENT | | | | \$ | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | AGG | \$ |
| | | | | | | \$ |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | CUP8986R247 | 10/03/12 | 10/03/13 | EACH OCCURRENCE | \$9,000,000 |
| | | | | | AGGREGATE | \$9,000,000 |
| | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP81002626 | 05/01/12 | 05/01/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| C | OTHER Professional & Contractor's Pollution Liab. | MAX7PL0000506 | 10/03/12 | 04/03/14 | | \$5,000,000 per Claim \$5,000,000 Annl Aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.
 REF: Havenscourt Cafe & Classroom Bldg./401934001. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL
 INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.
 Insurance is primary per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

Oakland Unified School District
 Attn: Susie Butler Berkley
 955 High Street
 Oakland, CA 94601-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~THROUGH~~ TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY ~~MAIL~~ ~~TO THE~~ ~~INSURER'S~~ ~~GENERAL~~ ~~AGENT~~ ~~OR~~ ~~BY~~ ~~REGISTERED~~ ~~MAIL~~
 AUTHORIZED REPRESENTATIVE

Insured: Ninyo & Moore Geotechnical &

Policy Number: WZP81002626

Effective Date: 05/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District
Attn: Susie Butler Berkley
955 High Street
Oakland, CA 94601-0000

REF: Havenscourt Cafe & Classroom Bldg./401934001. Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED - WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Oakland Unified School District
Attn: Susie Butler Berkley
955 High Street
Oakland, CA 94601-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

PROVISIONS

1. The following is added to **SECTION II - WHO IS AN INSURED:**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the in-

surance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of Insurance described in Section III — Limits Of Insurance.

- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

2. The following is added to Paragraph 4.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement with the person or organization shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM


| Project Information | | | |
|--|---|------|----------------|
| Project Name | Havenscourt New Cafeteria | Site | Havenscourt MS |
| 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 | Ninyo & Moore | Agency's Contact | Ruchil Shah | | |
| OUSD Vendor ID # | V058012 | Title | Project Manager | | |
| Street Address | 1956 Webster Street, Suite 400 | City | Oakland | State | CA Zip 94612 |
| Telephone | 510-633-5640 | Policy Expires | 10-3-2013 | | |
| 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 # | 07030 | | | | |

| Term | | | |
|----------------------|-----------|---|------------|
| Date Work Will Begin | 8-12-2010 | Date Work Will End By <small>(not more than 5 years from start date)</small> | 12-31-2014 |

| Compensation | | | |
|-------------------------------|----|------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$194,105.65 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ 59,822.00 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|---|-------------------------------|------------|-------------|-------------|
| <i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i> | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 7710 | County School Facilities Fund | 2079003835 | 6265 | \$59,822.00 |

| Approval and Routing (in order of approval steps) | | | | | |
|---|---|---|---------------|--------------|------------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | | |
| 1. | Division Head | Charles Love | Phone | 510-535-7081 | Fax 510-535-7082 |
| | Capital Program Contract & Accounting Manager | | | | |
| | Signature |  | Date Approved | 2-5-13 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature |  | Date Approved | 2.6.13 | |
| 3. | Associate Superintendent, Facilities Planning and Management | | | | |
| | Signature |  | Date Approved | | |
| 4. | President, Board of Education | | | | |
| | Signature | | Date Approved | | |

| | |
|---|-------------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 13-0233 |
| Committee | Facilities |
| Introduction Date | February 13, 2013 |
| Enactment Number | |
| Enactment Date | |



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ph.d., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date February 13, 2013

Subject Amendment No. 3, Independent Consultant Agreement for Professional Services - Ninyo & Moore- Havenscourt New Cafeteria & Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services with Ninyo & Moore for Special Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$3,700.00 increasing previous contract amount from \$130,583.65 to a not to exceed amount of \$134,283.65 and revising the end date from June 30, 2011 through December 31, 2012 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Division of State Architect requires independent T&I to ensure compliance with in-house review and CBC requirements.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services with Ninyo & Moore for Special Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$3,700.00 increasing previous contract amount from \$130,583.65 to a not to exceed amount of \$134,283.65 and revising the end date from June 30, 2011 through December 31, 2012 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement for Professional Services including scope of work



AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Ninyo & Moore. OUSD entered into an Agreement with CONTRACTOR for services on August 12, 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> . |
| 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> | | |
| The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide special inspection services for the Havenscourt Lunch Shelter. | | |
| 2. Terms (duration): | <input type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . |
| If term is changed: The contract term is extended by an additional <u>Two years</u> , and the amended expiration date is <u>December 31, 2014</u> . | | |
| 3. Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| If the compensation is changed: The contract price is amended by | | |
| <input checked="" type="checkbox"/> Increase of <u>\$3,700.00 to original contract amount</u> | | |
| <input type="checkbox"/> Decrease of \$ _____ to original contract amount | | |
| and the new contract total is <u>One hundred thirty-four thousand, two hundred eighty-three dollars and sixty-five cents (\$134,283.65)</u> | | |

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

5. **Amendment History:**

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

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|-----------|---|-------------------------------|
| 1 | 6-22-2011 | The scope of the project is to provide material testing and inspection services for the Havenscourt Interim Dining Project Phase (2). | \$13,410.00 |
| 2 | 4-25-2012 | The base contract was for the temporary classrooms project while the new building was in design; Amendment No. 1 was for the interim kitchen and dining project because the existing cafeteria building needs to be demolished as the new building will be built at the current location of the existing cafeteria; Amendment No. 2 is for the construction of the New Classroom and Cafeteria main building. A cost for special inspections by Ninyo & Moore could not be provided until the plans and specifications for the new building were completed. | \$112,118.65 |

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, CA 94601
 955 HIGH STREET
 2013 JAN 10 AM 9 17
 ACCOUNTING DEPARTMENT
 & MANAGEMENT
 FACILITIES PLANNING

Contract No.

P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Jody London, President, Board of Education Date

Terence K. Wang
Contractor Signature

1-8-13
Date

Edgar Rakestraw, Jr., Secretary
Board of Education Date

Terence K. Wang, General Manager
Print Name, Title

Timothy White, Associate Superintendent
Facilities, Planning and Management Date

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Three thousand, seven hundred dollars and no cents (\$3,700.00)

Description of Services to be Provided

1. Description of Services to be Provided

Provide special inspection services for the Havenscourt Lunch Shelter.

2. Specific Outcomes:

Provide a safe and healthy environment for the students and staff.

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

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

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

Susie Butler-Berkley 1-10-2013

**Susie Butler-Berkley
Contract Analyst**

EXHIBIT A

November 15, 2012
Proposal No. P-81826 B

Mr. Eric Scheuermann, Project Manager
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: Proposal for Geotechnical Observation,
Materials Testing and Special Inspection Services
Havenscourt Middle School Phase 3 - Lunch Shelter Project
1390 66th Avenue, Oakland, California
OUSD Project No.: 07030; DSA Application No.:01-112954; File No.:1-29

Dear Mr. Scheuermann:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to perform Geotechnical Observation, Materials Testing & Special Inspection Services for the Havenscourt Middle School Phase 3 - Lunch Shelter project located at 1390 66th Avenue in Oakland, California. This proposal provides our cost estimate and scope of services based on our review of the DSA approved project plans, DSA-103 form, California Building Code, Title 24, and on our experience performing services on similar projects.

PROJECT UNDERSTANDING

From the review of available project documents, we understand that Havenscourt Middle School Lunch Shelter project consists of eight drilled piers with tube steel column and metal roof with solar panels.

SCOPE OF MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

Specific to this contract, Ninyo & Moore is capable and experienced in providing the needed testing and inspection services. Based on our review of the project documents we will provide the following scope of services.

SCOPES OF FIELD SERVICES INCLUDE:

- Geotechnical Services include:
 - A review of the drilled pier recommendations provided by the existing geotechnical report to satisfy the Geotechnical Engineer-of-Record status.
 - Geotechnical observation for installation of drilled piers.
 - Preparation of daily field reports and reports of laboratory testing results, which will be issued to the Oakland Unified School District and their designated project team.
 - Preparation of a summary report which presents the results of our field observations, compaction testing, and laboratory testing, including our conclusions regarding compliance with the project plans and specifications.
- Structural concrete sampling and transporting test specimens to the laboratory for compression testing;
- Periodic batch plant inspection;
- Other – Management Oversight and Technical Support.

SCOPES OF LABORATORY SERVICES INCLUDE:

- Compressive strength testing of concrete.

ASSUMPTIONS

- Our services will be scheduled, and coordinated by the District's Project Inspector.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours; and that weekend and overtime work has not been included in this cost proposal.
- We assume our services are subject to California prevailing wage law.
- It will not be necessary to sign a labor agreement with the Operating Engineers Union for this project, nor will Ninyo & Moore's technicians and inspectors need to be members of the Union.
- Site visits made by professional staff and our field technicians will be billed on a portal-to-portal basis, on a 2-hour minimum with a 4-hour increment.
- The DSA Project Inspector will perform inspection services including:
 - Placement of reinforcing steel, formwork and embedded elements
 - Placement of concrete

- Periodic concrete batch plant inspection will be required/performed during structural concrete pours; however, this was not noted on the DSA-103 sheet. Our proposal includes this service.
- Steel shop will be providing structural steel fabrication and welding inspection. Our cost estimate does not include shop fabrication and shop welding inspection. Therefore, we are not responsible for any shop fabrication and shop welding work.
- Services that are not included will be provided upon the District's written request.
- Additional laboratory testing will be provided upon request and written approval, and will be billed at the rates listed on our current fee schedule.

PROPOSED ESTIMATED COST

SEE APPENDIX "A" FOR BREAKDOWN OF FEES

| Task | Summary of Estimated Fees for Geotechnical Observation Materials Testing and Inspection Services | Estimated Fees |
|------|--|----------------|
| 1 | Consultation and Project Management | \$1,058 |
| 2 | Field Services | \$1,680 |
| 3 | Materials Testing | \$120 |
| 4 | Final Verified Report Preparation | \$842 |
| | Amendment required for the Phase 3 | \$3,700 |

ESTIMATE OF FEES

Our proposed time-and-materials fee estimate of phase 3 project for drilled pier observation, construction materials testing and special inspection services associated with this project, based on the scope of services as described above, is \$3,700 (Three Thousand Seven Hundred Dollars). A detailed estimate of fees is attached. Please note that at the time our estimate was calculated, a construction schedule was not available. Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost would vary accordingly. The actual cost of our services will depend largely on the requested site visits for our services, as well as impact of weather and work stoppages, all of which are beyond our control. When possible, we will combine inspection and testing services to reduce the cost of our services.


1390 66th Avenue
Oakland, California


November 15, 2012
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We will provide services on an as-needed basis and will require 24 hours notice for scheduling inspection and testing visits. Construction services are billed portal-to-portal from our Oakland office.

We sincerely appreciate being a part of the OUSD project team to implement this important Facility Bond program and very much look forward to the opportunity to continue to work with you on this project.

Sincerely,
NINYO & MOORE


Ruchil R. Shah
Sr. Staff Engineer


Terence K. Wang PE, GE
Principal Engineer

RS/TKW/ayp

Attachments: Appendix A – Breakdown of Estimated Fees
Schedule of Fees

Distribution: (1) Addressee (via e-mail)

1390 66th Avenue
Oakland, California

November 15, 2012
Proposal No. P-81826 B

APPENDIX A - BREAKDOWN OF ESTIMATED FEE
PROJECT: HAVENSCOURT MIDDLE SCHOOL LUNCH SHELTER

| CONSULTATION AND PROJECT MANAGEMENT | | | | |
|--|---------|---|-----------|-----------------|
| Project Engineer/Geologist | 6 hours | @ | 133 /hour | 798 |
| Administration, Word Processing, Misc. | 4 hours | @ | 65 /hour | 260 |
| Subtotal | | | | \$ 1,058 |

| FIELD SERVICES | | | | |
|------------------------------------|---------|------|-----------|-----------------|
| Staff Engineer (Drilled Pier) | 8 hours | @ \$ | 125 /hour | \$ 1,000 |
| Field Technician (Concrete) | 4 hours | @ \$ | 85 /hour | \$ 340 |
| Batch Plant Observation (Concrete) | 4 hours | @ \$ | 85 /hour | \$ 340 |
| Subtotal | | | | \$ 1,680 |

| MATERIALS TESTING | | | | |
|---------------------------------|---------|------|----------|---------------|
| Concrete Compression Tests, C39 | 4 tests | @ \$ | 30 /test | \$ 120 |
| Subtotal | | | | \$ 120 |

| FINAL VERIFIED REPORT PREPARATION | | | | |
|--|---------|---|-----------|---------------|
| Principal Engineer/Geologist | 2 hours | @ | 155 /hour | 310 |
| Project Engineer/Geologist | 4 hours | @ | 133 /hour | 532 |
| Subtotal | | | | \$ 842 |

| | | | | |
|----------------------------|--|--|--|-----------------|
| TOTAL ESTIMATED FEE | | | | \$ 3,700 |
|----------------------------|--|--|--|-----------------|

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

| | |
|---|--------|
| Principal Engineer/Geologist/Environmental Scientist | \$ 155 |
| Senior Engineer/Geologist/Environmental Scientist..... | \$ 150 |
| Senior Project Engineer/Geologist/Environmental Scientist | \$ 140 |
| Project Engineer/Geologist/Environmental Scientist..... | \$ 133 |
| Senior Staff Engineer/Geologist/Environmental Scientist..... | \$ 120 |
| Staff Engineer/Geologist/Environmental Scientist..... | \$ 110 |
| GIS Analyst..... | \$ 105 |
| Field Operations Manager | \$ 105 |
| Supervisory Technician | \$ 100 |
| Nondestructive Examination Technician, UT, MT, LP | \$ 95 |
| Senior Field/Laboratory Technician/Inspector..... | \$ 85 |
| Field/Laboratory Technician | \$ 85 |
| Concrete/Asphalt Batch Plant Inspector..... | \$ 85 |
| Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing)..... | \$ 85 |
| Technical Illustrator/CAD Operator..... | \$ 80 |
| Information Specialist..... | \$ 80 |
| Data Processing, Technical Editing, or Reproduction..... | \$ 65 |

OTHER CHARGES

| | |
|---|----------------|
| Concrete Coring Equipment (includes one technician) | \$ 145 /hr |
| PID/FID Usage..... | \$ 120 /day |
| Anchor load test equipment (includes technician) | \$ 89 /hr |
| Hand Auger Equipment | \$ 55 /day |
| Inclinometer Usage | \$ 32 /hr |
| Vapor Emission Kits..... | \$ 30 /kit |
| Level D Personal Protective Equipment (per person per day) | \$ 25 /p/d |
| Rebar Locator (Pachometer)..... | \$ 22 /hr |
| Nuclear Density Gauge Usage..... | \$ 12 /hr |
| Field Vehicle Usage..... | \$ 10 /hr |
| Direct Project Expenses..... | Cost plus 15 % |
| Laboratory testing, geophysical equipment, and other special equipment provided upon request. | |

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING

| | | | |
|---|---------|---|----------|
| Soils | | Concrete | |
| Atterberg Limits, D 4318, CT 204 | \$ 180 | Cement Analysis Chemical and Physical, C 109 | \$ 1,650 |
| California Bearing Ratio (CBR), D 1883 | \$ 440 | Compression Tests, 6x12 Cylinder, C 39 | \$ 30 |
| Chloride and Sulfate Content, CT 417 & CT 422 | \$ 135 | Concrete Mix Design Review, Job Spec | \$ 140 |
| Consolidation, D 2435, CT 219 | \$ 275 | Concrete Mix Design, per Trial Batch, 6 cylinder, ACI | \$ 750 |
| Consolidation - Time Rate, D 2435, CT 219 | \$ 70 | Concrete Cores, Compression (excludes sampling), C 42 | \$ 55 |
| Direct Shear - Remolded, D 3080 | \$ 290 | Drying Shrinkage, C 157 | \$ 250 |
| Direct Shear - Undisturbed, D 3080 | \$ 250 | Flexural Test, C 78 | \$ 100 |
| Durability Index, CT 229 | \$ 150 | Flexural Test, C 293 | \$ 55 |
| Expansion Index, D 4829, UBC 18-2 | \$ 240 | Flexural Test, CT 523 | \$ 100 |
| Expansion Potential (Method A), D 4546 | \$ 180 | Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI | \$ 250 |
| Expansive Pressure (Method C), D 4546 | \$ 180 | Jobsite Testing Laboratory | Quote |
| Geofabric Tensile and Elongation Test, D 4632 | \$ 165 | Lightweight Concrete Fill, Compression, C 495 | \$ 55 |
| Hydraulic Conductivity, D 5084 | \$ 300 | Petrographic Analysis, C 856 | \$ 1,100 |
| Hydrometer Analysis, D 422, CT 203 | \$ 190 | Splitting Tensile Strength, C 496 | \$ 80 |
| Moisture, Ash, & Organic Matter of Peat/Organic Soils | \$ 110 | Reinforcing and Structural Steel | |
| Moisture Only, D 2216, CT 226 | \$ 30 | Fireproofing Density Test, UBC 7-6 | \$ 70 |
| Moisture and Density, D 2937 | \$ 50 | Hardness Test, Rockwell, A-370 | \$ 80 |
| Permeability, CH, D 2434, CT 220 | \$ 290 | High Strength Bolt, Nut & Washer Conformance, set, A-32 | \$ 205 |
| pH and Resistivity, CT 643 | \$ 160 | Mechanically Spliced Reinforcing Tensile Test, ACI | \$ 95 |
| Proctor Density D 1557, D 698, CT 216, & | \$ 260 | Pre-Stress Strand (7 wire), A 416 | \$ 140 |
| AASHTO T-180 (Rock corrections add \$80) | | Chemical Analysis, A-36, A-615 | \$ 120 |
| R-value, D 2844, CT 301 | \$ 425 | Reinforcing Tensile or Bend up to No. 11, A 615 & A 706 | |
| Sand Equivalent, D 2419, CT 217 | \$ 110 | No. 8 Rebar | \$ 55 |
| Sieve Analysis, D 422, CT 202 | \$ 110 | No. 11 Rebar | \$ 75 |
| Sieve Analysis, 200 Wash, D 1140, CT 202 | \$ 90 | No. 18 Rebar | \$ 150 |
| Specific Gravity, D 854 | \$ 200 | Structural Steel Tensile Test: Up to 200,000 lbs. | |
| Triaxial Shear, C.D, D 4767, T 297 | \$ 390 | (machining extra), A 370 | \$ 105 |
| Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. | \$ 330 | Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI | \$ 80 |
| Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. | \$ 190 | Tensile Test for Fiberwrap (ASTM D-3039) | \$ 675 |
| Triaxial Shear, U.U., D 2850 | \$ 140 | Asphalt Concrete | |
| Unconfined Compression, D 2166, T 208 | \$ 100 | Asphalt Mix Design, Caltrans | \$ 2,200 |
| Wax Density, D 1188 | \$ 90 | Asphalt Mix Design Review, Job Spec | \$ 150 |
| Roofing | | Extraction, % Asphalt, including Gradation, D 2172, CT 310 | \$ 215 |
| Built-up Roofing, cut-out samples, D 2829 | \$ 165 | Film Stripping, CT 302 | \$ 100 |
| Roofing Materials Analysis, D 2829 | \$ 500 | Hveem Stability and Unit Weight CTM or ASTM, CT 366 | \$ 195 |
| Roofing Tile Absorption, (set of 5), UBC 15-5 | \$ 190 | Marshall Stability, Flow and Unit Weight, T-245 | \$ 215 |
| Roofing Tile Strength Test, (set of 5), UBC 15-5 | \$ 190 | Maximum Theoretical Unit Weight, D 2041 | \$ 120 |
| Masonry | | Swell, CT 305 | \$ 165 |
| Brick Absorption, 24-hour submersion, C 67 | \$ 45 | Unit Weight sample or core, D 2728, CT 308 | \$ 90 |
| Brick Absorption, 5-hour boiling, C 67 | \$ 55 | Aggregates | |
| Brick Absorption, 7-day, C 67 | \$ 60 | Absorption, Coarse, C 127 | \$ 35 |
| Brick Compression Test, C 67 | \$ 45 | Absorption, Fine, C 128 | \$ 35 |
| Brick Efflorescence, C 67 | \$ 45 | Clay Lumps and Friable Particles, C 142 | \$ 100 |
| Brick Modulus of Rupture, C 67 | \$ 40 | Cleaness Value, CT 227 | \$ 160 |
| Brick Moisture as received, C 67 | \$ 35 | Crushed Particles, CT 205 | \$ 140 |
| Brick Saturation Coefficient, C 67 | \$ 50 | Durability, Coarse, CT 229 | \$ 165 |
| Concrete Block Compression Test, 8x8x16, C 140 | \$ 60 | Durability, Fine, CT 229 | \$ 165 |
| Concrete Block Conformance Package, C 90 | \$ 1100 | Los Angeles Abrasion, C 131 or C 535 | \$ 180 |
| Concrete Block Linear Shrinkage, C 426 | \$ 120 | Mortar making properties of fine aggregate, C 87 | \$ 275 |
| Concrete Block Unit Weight and Absorption, C 140 | \$ 55 | Organic Impurities, C 40 | \$ 55 |
| Cores, Compression or Shear Bond, CA Code | \$ 85 | Potential Reactivity of Aggregate (Chemical Method), C 259 | \$ 390 |
| Masonry Grout, 3x3x6 prism compression, UBC 21-18 | \$ 30 | Sand Equivalent, CT 217 | \$ 90 |
| Masonry Mortar, 2x4 cylinder compression, UBC 21-16 | \$ 30 | Sieve Analysis, Coarse Aggregate, C 136 | \$ 125 |
| Masonry Prism, half size, compression, UBC 21-17 | \$ 180 | Sieve Analysis, Fine Aggregate (including wash), C 136 | \$ 125 |
| | | Sodium Sulfate Soundness (per size fraction), C 88 | \$ 160 |
| | | Specific Gravity, Coarse, C 127 | \$ 75 |
| | | Specific Gravity, Fine, C 128 | \$ 110 |

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Client#: 704

NINYOMOOR1

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
1/08/2013

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 Christine Silan

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.

INSURERS AFFORDING COVERAGE

INSURED
Ninyo & Moore Geotechnical &
Environmental Sciences Consultants
1956 Webster Street, Suite 400
Oakland, CA 94612

INSURER A: Travelers Property Casualty Co
INSURER B: American Automobile Ins. Co.
INSURER C: Alterra Excess & Surplus Insura
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 LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|---|---------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | 6308986R247 | 10/03/12 | 10/03/13 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 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 | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 8108986R247 | 10/03/12 | 10/03/13 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | CUP8986R247 | 10/03/12 | 10/03/13 | EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP81002626 | 05/01/12 | 05/01/13 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER Professional & Contractor's Pollution Liab. | MAX7PL0000506 | 10/03/12 | 04/03/14 | \$5,000,000 per Claim \$5,000,000 Annl Aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: N&M#401934002. Havenscourt New Cafeteria & Classroom Building. GENERAL LIABILITY/AUTOMOBILE LIABILITY

ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and

Representatives. Insurance is primary per policy form. Waiver of Subrogation applies to Commercial General

Liability, Automobile Liability and Workers Compensation.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Oakland Unified School District
Attn: Susie Butler Berkley
955 High Street
Oakland, CA 94601-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY ~~PERSONAL DELIVERY~~ ~~FOR DELIVERY TO THE INSURER'S AGENT OR~~ ~~PERSONAL DELIVERY~~
AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 6308986R247

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/03/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED - WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Oakland Unified School District
Attn: Susie Butler Berkley
955 High Street
Oakland, CA 94601-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

PROVISIONS

1. The following is added to **SECTION II - WHO IS AN INSURED:**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the in-

surance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of Insurance described in Section III — Limits Of Insurance.

- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

2. The following is added to Paragraph 4.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement with the person or organization shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

• Insured: Ninyo & Moore Geotechnical &
Policy Number: WZP81002626
Effective Date: 05/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District
Attn: Susie Butler Berkley
955 High Street
Oakland, CA 94601-0000

Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:



AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

| Project Information | | | |
|--|---|------|---------------------------|
| Project Name | Havenscourt New Cafeteria & Classroom | Site | Havenscourt 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 | Ninyo & Moore | Agency's Contact | Ruchil Shah | | |
| OUSD Vendor ID # | V058012 | Title | Project Manager | | |
| Street Address | 1956 Webster Street, Suite 400 | City | Oakland | State | CA Zip 94612 |
| Telephone | 510-633-5640 | Policy Expires | 10-3-2013 | | |
| 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 # | 07030 | | | | |

| Term | | | |
|----------------------|-----------|--|------------|
| Date Work Will Begin | 8-12-2010 | Date Work Will End By (not more than 5 years from start date) | 12-31-2014 |

| Compensation | | | |
|-------------------------------|----|------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$134,283.65 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ 3,700.00 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|--|----------------|------------|-------------|------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 7710 | Measure B | 2079003835 | 6252 | \$3,700.00 |

| Approval and Routing (in order of approval steps) | | | | | | |
|---|---|--------------|---------------|--------------|-----|-------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | | | |
| 1. | Division Head | Charles Love | Phone | 510-535-7081 | Fax | 510-5357-82 |
| | Capital Program Contract & Accounting Manager | | | | | |
| | Signature | | Date Approved | 1-10-13 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | | |
| | Signature | | Date Approved | 1-10-13 | | |
| | Associate Superintendent, Facilities Planning and Management | | | | | |
| 3. | Signature | | Date Approved | 1-14-13 | | |
| | President, Board of Education | | | | | |
| 4. | Signature | | | | | |
| | Date Approved | | | | | |

| Board Office Use: Legislative File Info. | |
|--|------------|
| File ID Number | 12-0982 |
| Committee | Facilities |
| Introduction Date | 4-25-2012 |
| Enactment Number | 12-1233 |
| Enactment Date | 4-25-12 JS |



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date April 25, 2012

Subject Amendment No. 2, Independent Consultant Agreement for Professional Services - Ninyo & Moore- Havenscourt New Cafeteria & Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement for Professional Services with Ninyo & Moore for Special Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$112,118.65 increasing previous contract amount from \$18,465.00 to a not to exceed amount of \$130,583.65 and revising the end date from August 12, 2010 through June 30, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Division of State Architect requires independent T&I to ensure compliance with in-house review and CBC requirements.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

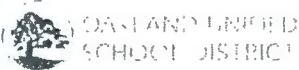
Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement for Professional Services with Ninyo & Moore for Special Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$112,118.65 increasing previous contract amount from \$18,465.00 to a not to exceed amount of \$130,583.65 and revising the end date from August 12, 2010 through June 30, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Ninyo & Moore**. OUSD entered into an Agreement with CONTRACTOR for services on **August 12, 2011**, and the parties agree to amend that Agreement as follows:

1. Services: The scope of work is unchanged. **The scope of work has changed.**
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The base contract was for the temporary classrooms project while the new building was in design; Amendment No. 1 was for the interim kitchen and dining project because the existing cafeteria building needs to be demolished as the new building will be built at the current location of the existing cafeteria; Amendment No. 2 is for the construction of the New Classroom and Cafeteria main building. A cost for special inspections by Ninyo & Moore could not be provided until the plans and specifications for the new building were completed.

2. Terms (duration): The term of the contract is unchanged. **The term of the contract has changed.**
If term is changed: **The contract term is extended by an additional Six months, and the amended expiration date is December 31, 2012.**

3. Compensation: The contract price is unchanged. **The contract price has changed.**
If the compensation is changed: The contract price is amended by
 Increase of \$112,118.65 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is **One hundred thirty thousand, five hundred eighty-three dollars and sixty-five cents (\$130,583.65)**

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

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

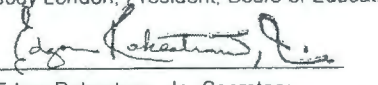
| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|-----------|---|-------------------------------|
| 1 | 6-22-2011 | The scope of the project is to provide material testing and inspection services for the Havenscourt Interim Dining Project Phase (2). | \$13,410.00 |

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



 Jody London, President, Board of Education Date: 4/26/12



 Edgar Rakestraw, Jr., Secretary
 Board of Education Date: 4/26/12



 Timothy White, Associate Superintendent
 Facilities, Planning and Management Date: _____

CONTRACTOR



 Contractor Signature Date: April 4, 2012

Terence K. Wang, General Manager

 Print Name, Title

File ID Number: 12-0982
 Introduction Date: 4-25-12
 Enactment Number: 12-1233
 Enactment Date: 4-25-12
 By: XZ

Contract No. _____

P.O. No. _____

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: One hundred twelve thousand, one hundred eighteen dollars and sixty-five cent

1. Description of Services to be Provided

Provide material and inspection services.

2. Specific Outcomes:

Accurate testing of all materials at the Havenscourt school site.

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

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



March 8, 2012
Proposal No. P-81826

Mr. Eric Scheuermann, Project Manager
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: Proposal for Geotechnical Observation,
Materials Testing and Special Inspection Services
Havenscourt Middle School New Classroom and Cafeteria Building Phase 2 Project
1390 66th Avenue, Oakland, California
OUSD Project No.: 07030; DSA Application No.:01-111714; File No.:1-29

Dear Mr. Scheuermann:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to perform Geotechnical Observation, Materials Testing & Special Inspection Services for the Havenscourt Middle School New Classroom and Cafeteria Building project located at 1390 66th Avenue in Oakland, California. This proposal provides cost estimate and scope of services based on our review of the DSA approved project plans and specifications, DSA-103 form, the Specifications, California Building Code, Title 24, and on our experience performing services on similar projects.

PROJECT UNDERSTANDING

From review of the available project documents, we understand that Havenscourt Middle School New Classroom and Cafeteria Building Phase 2 project consists of demolition of an existing 1-story cafeteria, site preparation and construction of a new 22,504 square foot, 2-story steel frame building with elevator. Ground floor will consist of cafeteria; kitchen and dining while second level will consist of six classrooms and restrooms. The building will have mat slab foundation, retaining wall and structural steel framing.

SCOPE OF MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

Specific to this contract, Ninyo & Moore is capable and experienced in providing the needed testing and inspection services. Based on our review of the project documents we will provide the following scope of services.

SCOPES OF FIELD SERVICES INCLUDE:

- Geotechnical Services include:
 - Review existing geotechnical report and provide recommendation to satisfy the Geotechnical Engineer-of-Record.
 - Geotechnical field services to evaluate suitability of the exposed subgrade prior to placement of fill, aggregate base, or pavers, and to provide supplemental geotechnical recommendations, on an as-needed basis.
 - Field technician services for earthwork observation, documentation, sampling, and in-place density testing during subgrade preparation.
 - Laboratory testing of construction materials sampled in the field, including soils, and aggregates. Our anticipated tests include modified Proctor density, optimum moisture content, and sieve analysis.
 - Pick-up and transport construction material samples for testing at our laboratory.
 - Preparation of daily field reports and reports of laboratory testing results, which will be issued to the Oakland Unified School District and their designated project team.
 - Preparation of a summary report which presents the results of our field observations, compaction testing, and laboratory testing, including our conclusions regarding compliance with the project plans and specifications.
- Reinforcing steel – material ID, tag, sample;
- Structural concrete sampling and transporting test specimens to the laboratory for compression testing;
- Periodic batch plant inspection;
- Structural steel welding including ultrasonic testing – shop and field operations;
- High strength bolts – field inspection and lab testing;
- Anchors/dowels – testing at frequencies and values noted on the Structural drawings;
- Other – Management Oversight and Technical Support.

SCOPES OF LABORATORY SERVICES INCLUDE:

- Modified proctor density;
- Optimum moisture content;
- Compressive strength testing of concrete;
- Reinforcing steel – tensile and bend tests;
- High strength bolts – hardness, wedge and proof load tests.

ASSUMPTIONS

- Our services will be scheduled, and coordinated by the District's Project Inspector.
- The contractor and subcontractors will maintain a 40-hour work week during normal day-time work hours; and that weekend and overtime work has not been included in this cost proposal.
- We assume our services are subject to California prevailing wage law.
- It will not be necessary to sign a labor agreement with the Operating Engineers Union for this project, nor will Ninyo & Moore's technicians and inspectors need to be members of the Union.
- Site visits made by professional staff and our field technicians will be billed on a portal-to-portal basis, with a 2- hour minimum.
- The DSA Project Inspector will perform inspection services including:
 - Placement of reinforcing steel, formwork and embedded elements;
 - Placement of concrete;
 - Installation of post-installed anchors.
- Periodic concrete batch plant inspection will be required/performed during structural concrete pours; however, this was not noted on the DSA-103 sheet. Our proposal includes this service.
- Reinforcing steel identification, sampling, tagging and associated laboratory testing will be required/performed for structural concrete and masonry elements. Our proposal includes this service.
- Since steel shop schedules are not available, we anticipate a local Bay Area fabricator will be utilized for the structural and miscellaneous steel. We have based our estimate for shop welding inspection services on this and our prior experience with similar types of projects.
- Services that are not included will be provided upon the District's written request.
- Additional laboratory testing will be provided upon request and written approval, and will be billed at the rates listed on our current fee schedule.

PROPOSED ESTIMATED COST

SEE APPENDIX "A" FOR BREAKDOWN OF FEES

| Task | Summary of Estimated Fees for Geotechnical Observation Materials Testing and Inspection Services | Estimated Fees |
|------|--|---------------------|
| 1. | Geotechnical Services | \$23,988 |
| 2. | Structural Concrete | \$26,600 |
| 3. | Structural Steel and Welding | \$52,695 |
| 4. | Load Testing Post-Installed Anchors/Dowels | \$4,424 |
| 5. | Management, Admin Support, Prepare and issue Final Report | \$7,340 |
| | Estimated Fees required for Phase 2 | \$117,047 |
| | Estimated budget remaining from Phase 1 | \$4,928.35 |
| | Amendment required for the Phase 2 | \$112,118.65 |

ESTIMATE OF FEES

Our proposed time-and-material fee estimate of phase 2 project for geotechnical observation, construction materials testing and special inspection services associated with this project, based on the scope of services as described above, is \$117,047 (One Hundred Seventeen Thousand and Forty Seven Dollars). Since, we estimate \$4,328.35 remaining from the phase 1 project that could be applied towards the phase 2 project, we request an Amendment Two of **\$112,118.65 (One Hundred and Twelve Thousand, One Hundred and Eighteen Dollars and Sixty-Five Cents)** for the subject project. A detailed estimate of fees is attached. Please note that a construction schedule was not available at the time our estimate was calculated. Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost would vary accordingly. The actual cost of our services will depend largely on the requested site visits for our services, as well as impact of weather and work stoppages, all of which are beyond our control. When possible, we will combine inspection and testing services to reduce the cost of our services.

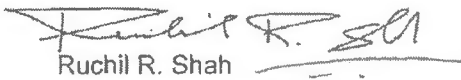
We will provide services on an as-needed basis and will require 24 hours notice for scheduling inspection and testing visits. Construction services are billed portal-to-portal from our Oakland office.


1390 66th Avenue
Oakland, California

March 8, 2012
Proposal No. P-81826

We sincerely appreciate being a part of the OUSD project team to implement this important Facility Bond program and very much look forward to the opportunity to continue to work with you on this project.

Sincerely,
NINYO & MOORE


Ruchil R. Shah
Sr. Staff Engineer


Terence K. Wang PE, GE
Principal Engineer

RS/cab

Attachments: Appendix A – Breakdown of Estimated Fees
Schedule of Fees

Distribution: (1) Addressee (via e-mail)

| APPENDIX "A" P-81826 | | | | | | |
|--|-------------|-----------------|------------------------|-------|----------|---------------------|
| ESTIMATED FEES FOR GEOTECHNICAL, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES | | | | | | |
| OAKLAND USD - HAVENSCOURT NEW CLASSROOM & CAFETERIA PHASE 2 PROJECT | | | | | | |
| | Site Visits | Hours Per Visit | Quantity (Hrs./ Tests) | Rate | Fee | Subtotal |
| GEOTECHNICAL TESTING SERVICES | | | | | | |
| Geotechnical services for imported fill compaction foundation subgrade observation, field density testing AC/AB testing and preparation of Geotechnical Verified reports | | | | | | |
| Field Services | | | | | | |
| Sr. Staff Engineer/Geologist | 6 | 4 | 24 | \$120 | \$2,880 | |
| Technician - full day visits | 12 | 8 | 96 | \$79 | \$7,584 | |
| Technician - 1/2 days Visits | 16 | 4 | 64 | \$79 | \$5,056 | |
| Nuclear Gauge | | | 184 | \$12 | \$2,208 | |
| Laboratory Services | | | | | | |
| Compaction Curve (ASTM D1557) | | | 3 | \$260 | \$780 | |
| Sieve Analysis (ASTM C-422) | | | 3 | \$110 | \$330 | |
| Hveem | | | | \$195 | \$0 | |
| R-Value | | | | \$425 | \$0 | |
| Review of Submittals, Data Compilation, Report Preparation, Project Coordination | | | | | | |
| Principal Engineer | | | 10 | \$155 | \$1,550 | |
| Sr. Staff Engineer/Geologist | | | 30 | \$120 | \$3,600 | |
| ESTIMATED SUBTOTAL | | | | | | \$23,988 |
| CAST-IN-PLACE CONCRETE/REINFORCING STEEL | | | | | | |
| We will sample concrete and reinforcing steel for laboratory testing per DSA-103. In addition, we will perform periodic batch plant inspection, we anticipate the batch plant will provide proper certification for automatic batching and current weighmasters certificate. Concrete cylinders will be cast for compressive strength testing at the frequency of 5 cylinders for each 50 cubic yards placed per mix, per day. Per Specs 033000-16, two test cylinders shall be tested at 7-days and two shall be tested at 28-days. One cylinder will be "held" for potential future testing. All samples will be transported to our laboratory for testing. As is typical with DSA projects, we anticipate the IOR will observe the placement of formwork, reinforcing steel, concrete and anchor bolts. | | | | | | |
| Reinforcing Steel | | | | | | |
| Technician - Material ID, Tag and Sample | 10 | 4 | 40 | \$79 | \$3,160 | |
| Structural Concrete | | | | | | |
| Technician - Periodic Batch Plant/Casting Concrete | 20 | 4 | 80 | \$79 | \$6,320 | |
| Miscellaneous Concrete | | | | | | |
| Technician - Periodic Batch Plant/Casting Concrete | 10 | 4 | 40 | \$79 | \$3,160 | |
| Sample Pick-Ups | | | | | | |
| Technician (when unable to coordinate with other activities) | 20 | 2 | 40 | \$79 | \$3,160 | |
| Laboratory Services | | | | | | |
| Concrete Compression Tests (56 Sets of 5) | | | 280 | \$30 | \$8,400 | |
| Reinforcing Steel - Tensile and Bend Testing (20 Sets of 2) | | | 40 | \$110 | \$4,400 | |
| ESTIMATED SUBTOTAL | | | | | | \$28,600 |
| STRUCTURAL STEEL | | | | | | |
| We will provide periodic and/or continuous welding inspection during shop and field operations, including material ID and review of the WPS. Per DSA-103 we will also perform periodic inspection of cold formed steel and stairs/rails. Continuous inspection will be provided for Tension testing of the x-brace rods at the clearstory. We anticipate a local fabrication facility will be utilized within a 1 hour radius from the project site. Overtime, Doubletime, Weekend, Holiday Off Hours and/or Shift Work requiring our services is not anticipated. | | | | | | |
| Structural/Miscellaneous Steel - Shop Welding | | | | | | |
| Technician - Welding Inspection | 30 | 8 | 240 | \$79 | \$18,960 | |
| Technician - Ultrasonic Testing | 10 | 4 | 40 | \$95 | \$3,800 | |
| Structural/Miscellaneous Steel - Field Welding/Bolting | | | | | | |
| Technician - Welding/Bolting Inspection | 40 | 8 | 320 | \$79 | \$25,280 | |
| Technician - Ultrasonic Testing | 10 | 4 | 40 | \$95 | \$3,800 | |
| High Strength Bolts Lab Testing (Set of 3 = 1 sample) | | | | | | |
| Hardness/Rockwell Test - Proof Load (nut, washer, bolt) | | | 3 | \$80 | \$240 | |
| Conformance Test - Wedge (nut, washer, bolt) | | | 3 | \$205 | \$615 | |
| ESTIMATED SUBTOTAL | | | | | | \$52,695 |
| ANCHORS/DOWELS | | | | | | |
| We will perform load testing of the post installed anchors and dowels at intervals specified in the project drawings. | | | | | | |
| Load Testing | | | | | | |
| Technician - Load Testing | 14 | 4 | 56 | \$79 | \$4,424 | |
| ESTIMATED SUBTOTAL | | | | | | \$4,424 |
| REPORTS, MANAGEMENT, AND ADMIN | | | | | | |
| Project Manager - Project Management, Review of Submittals, Meetings, etc. | | | 40 | \$120 | \$4,800 | |
| Administration, Word Processing, Misc. | | | 10 | \$44 | \$440 | |
| DSA Final Verified Reports by Responsible Engineer (DSA-291 & 292) | | | 5 | \$350 | \$2,100 | |
| ESTIMATED SUBTOTAL | | | | | | \$7,340 |
| TOTAL ESTIMATED FEE FOR PHASE 2 PROJECT | | | | | | \$117,047 |
| ESTIMATED BUDGET REMAINING FROM PHASE 1 PROJECT | | | | | | \$4,928.35 |
| AMENDMENT REQUIRED FOR PHASE 2 PROJECT | | | | | | \$112,118.65 |

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

| | |
|--|--------|
| Principal Engineer/Geologist/Environmental Scientist | \$ 155 |
| Senior Engineer/Geologist/Environmental Scientist..... | \$ 150 |
| Senior Project Engineer/Geologist/Environmental Scientist | \$ 140 |
| Project Engineer/Geologist/Environmental Scientist..... | \$ 133 |
| Senior Staff Engineer/Geologist/Environmental Scientist | \$ 120 |
| Staff Engineer/Geologist/Environmental Scientist..... | \$ 110 |
| GIS Analyst..... | \$ 105 |
| Field Operations Manager | \$ 105 |
| Supervisory Technician | \$ 97 |
| Nondestructive Examination Technician, UT, MT, LP | \$ 95 |
| Senior Field/Laboratory Technician/Inspector..... | \$ 79 |
| Field/Laboratory Technician | \$ 79 |
| Concrete/Asphalt Batch Plant Inspector..... | \$ 79 |
| Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing) | \$ 79 |
| Technical Illustrator/CAD Operator..... | \$ 80 |
| Information Specialist..... | \$ 80 |
| Data Processing, Technical Editing, or Reproduction..... | \$ 65 |

OTHER CHARGES

| | |
|--|----------------|
| Expert Witness Testimony..... | \$ 400 /hr |
| Concrete Coring Equipment (includes one technician) | \$ 145 /hr |
| PID/FID Usage..... | \$ 120 /day |
| Anchor load test equipment (includes technician) | \$ 89 /hr |
| Hand Auger Equipment | \$ 55 /day |
| Inclinometer Usage | \$ 32 /hr |
| Vapor Emission Kits..... | \$ 30 /kit |
| Level D Personal Protective Equipment (per person per day) | \$ 25 /p/d |
| Rebar Locator (Pachometer) | \$ 22 /hr |
| Nuclear Density Gauge Usage..... | \$ 12 /hr |
| Field Vehicle Usage..... | \$ 10 /hr |
| Direct Project Expenses..... | Cost plus 15 % |
| Laboratory testing, geophysical equipment, and other special equipment provided upon request | |

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

| <u>Soils</u> | | <u>Concrete</u> | |
|--|---------|--|----------|
| Atterberg Limits, D 4318, CT 204 | \$ 180 | Cement Analysis Chemical and Physical, C 109 | \$ 1,650 |
| California Bearing Ratio (CBR), D 1883 | \$ 440 | Compression Tests, 6x12 Cylinder, C 39 | \$ 30 |
| Chloride and Sulfate Content, CT 417 & CT 422 | \$ 135 | Concrete Mix Design Review, Job Spec | \$ 140 |
| Consolidation, D 2435, CT 219 | \$ 275 | Concrete Mix Design per Trial Batch, 6 cylinder, ACI | \$ 750 |
| Consolidation - Time Rate, D 2435, CT 219 | \$ 70 | Concrete Cores, Compression (excludes sampling), C 42 | \$ 55 |
| Direct Shear - Remolded, D 3080 | \$ 290 | Drying Shrinkage, C 157 | \$ 250 |
| Direct Shear - Undisturbed, D 3080 | \$ 250 | Flexural Test, C 78 | \$ 100 |
| Durability Index, CT 229 | \$ 150 | Flexural Test, C 293 | \$ 55 |
| Expansion Index, D 4829, UBC 18-2 | \$ 240 | Flexural Test, CT 523 | \$ 100 |
| Expansion Potential (Method A), D 4546 | \$ 180 | Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI | \$ 250 |
| Expansive Pressure (Method C), D 4546 | \$ 180 | Jobsite Testing Laboratory | Quote |
| Geofabric Tensile and Elongation Test, D 4632 | \$ 165 | Lightweight Concrete Fill, Compression, C 495 | \$ 55 |
| Hydraulic Conductivity, D 5084 | \$ 300 | Petrographic Analysis, C 856 | \$ 1,100 |
| Hydrometer Analysis, D 422, CT 203 | \$ 190 | Splitting Tensile Strength, C 496 | \$ 80 |
| Moisture, Ash, & Organic Matter of Peat/Organic Soils | \$ 110 | <u>Reinforcing and Structural Steel</u> | |
| Moisture Only, D 2216, CT 226 | \$ 30 | Fireproofing Density Test, UBC 7-6 | \$ 70 |
| Moisture and Density, D 2937 | \$ 50 | Hardness Test, Rockwell, A-370 | \$ 80 |
| Permeability, CH, D 2434, CT 220 | \$ 290 | High Strength Bolt, Nut & Washer Conformance, set, A-32 | \$ 205 |
| pH and Resistivity, CT 643 | \$ 160 | Mechanically Spliced Reinforcing Tensile Test, ACI | \$ 95 |
| Proctor Density D 1557, D 698, CT 216 & AASHTO T-180 (Rock corrections add \$80) | \$ 260 | Pre-Stress Strand (7 wire), A 416 | \$ 140 |
| R-value, D 2844, CT 301 | \$ 425 | Chemical Analysis, A-36, A-615 | \$ 120 |
| Sand Equivalent, D 2419, CT 217 | \$ 110 | Reinforcing Tensile or Bend up to No 11, A 615 & A 705 | |
| Sieve Analysis, D 422, CT 202 | \$ 110 | No. 8 Rebar | \$ 55 |
| Sieve Analysis, 200 Wash, D 1140, CT 202 | \$ 90 | No. 11 Rebar | \$ 75 |
| Specific Gravity, D 854 | \$ 200 | No. 18 Rebar | \$ 150 |
| Taxial Shear, C.D. D 4767, T 297 | \$ 390 | Structural Steel Tensile Test Up to 200,000 lbs (machining extra), A 370 | \$ 105 |
| Taxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. | \$ 330 | Welded Reinforcing Tensile Test: Up to No 11 bars, ACI | \$ 80 |
| Taxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. | \$ 190 | Tensile Test for Fiberwrap (ASTM D-3039) | \$ 675 |
| Taxial Shear, U.U, D 2850 | \$ 140 | <u>Asphalt Concrete</u> | |
| Unconfined Compression, D 2166, T 208 | \$ 100 | Asphalt Mix Design, Caltrans | \$ 2,200 |
| Wax Density, D 1188 | \$ 90 | Asphalt Mix Design Review, Job Spec | \$ 150 |
| <u>Roofing</u> | | Extraction, % Asphalt, including Gradation, D 2172, CT 310 | \$ 215 |
| Built-up Roofing, cut-out samples, D 2829 | \$ 165 | Film Stripping, CT 302 | \$ 100 |
| Roofing Materials Analysis, D 2829 | \$ 500 | Hveem Stability and Unit Weight CTM or ASTM, CT 366 | \$ 195 |
| Roofing Tile Absorption, (set of 5), UBC 15-5 | \$ 190 | Marshall Stability, Flow and Unit Weight, T-245 | \$ 215 |
| Roofing Tile Strength Test, (set of 5), UBC 15-5 | \$ 190 | Maximum Theoretical Unit Weight, D 2041 | \$ 120 |
| <u>Masonry</u> | | Swell, CT 305 | \$ 165 |
| Brick Absorption, 24-hour submersion, C 67 | \$ 45 | Unit Weight sample or core, D 2726, CT 308 | \$ 90 |
| Brick Absorption, 5-hour boiling, C 67 | \$ 55 | <u>Aggregates</u> | |
| Brick Absorption, 7-day, C 67 | \$ 60 | Absorption, Coarse, C 127 | \$ 35 |
| Brick Compression Test, C 67 | \$ 45 | Absorption, Fine, C 128 | \$ 35 |
| Brick Efflorescence, C 67 | \$ 45 | Clay Lumps and Friable Particles, C 142 | \$ 100 |
| Brick Modulus of Rupture, C 67 | \$ 40 | Cleaness Value, CT 227 | \$ 160 |
| Brick Moisture as received, C 67 | \$ 35 | Crushed Particles, CT 205 | \$ 140 |
| Brick Saturation Coefficient, C 67 | \$ 50 | Durability, Coarse, CT 229 | \$ 165 |
| Concrete Block Compression Test, 8x8x16, C 140 | \$ 60 | Durability, Fine, CT 229 | \$ 165 |
| Concrete Block Conformance Package, C 90 | \$ 1100 | Los Angeles Abrasion, C 131 or C 535 | \$ 180 |
| Concrete Block Linear Shrinkage, C 426 | \$ 120 | Mortar making properties of fine aggregate, C 87 | \$ 275 |
| Concrete Block Unit Weight and Absorption, C 140 | \$ 55 | Organic Impurities, C 40 | \$ 55 |
| Cores, Compression or Shear Bond, CA Code | \$ 85 | Potential Reactivity of Aggregate (Chemical Method), C 289 | \$ 390 |
| Masonry Grout, 3x3x6 prism compression, UBC 21-18 | \$ 30 | Sand Equivalent, CT 217 | \$ 90 |
| Masonry Mortar, 2x4 cylinder compression, UBC 21-16 | \$ 30 | Sieve Analysis, Coarse Aggregate C 136 | \$ 125 |
| Masonry Prism, half size, compression, UBC 21-17 | \$ 180 | Sieve Analysis, Fine Aggregate (including wash), C 136 | \$ 125 |
| | | Sodium Sulfate Soundness (per size fraction), C 88 | \$ 160 |
| | | Specific Gravity, Coarse, C 127 | \$ 75 |
| | | Specific Gravity, Fine, C 128 | \$ 110 |

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Oakland Unified School District
Department of Facilities Planning & Management

Request for Signature

To: Tadashi Nakadegawa

Timothy White

From: Eric Scheuermann

Date: 3/12/12

Project Name: Havenscourt New Classroom and Cafeteria
Bldg.

Project Number: 07030

Type of Document: Amendment #2

Reason for Request: This amendment is for the New
Classroom and Cafeteria project.

Project Manager Recommendation: Please sign

Client#: 704

NINYOMOOR1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/05/12

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 Christine Silan

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.

INSURERS AFFORDING COVERAGE

INSURED
Ninyo & Moore Geotechnical & Environmental Sciences Consultants
1956 Webster Street, Suite 400
Oakland, CA 94612

INSURER A: **Travelers Property Casualty Co of Am**
INSURER B: **American Automobile Ins. Co.**
INSURER C: **Alterra Excess & Surplus Insurance C**
INSURER D:
INSURER E:

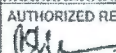
COVERAGES

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.

| NSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------|---|---------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> | 6308986R247 | 10/03/11 | 10/03/12 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 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 | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | 8108986R247 | 10/03/11 | 10/03/12 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | CUP8986R247 | 10/03/11 | 10/03/12 | EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP80993464 | 05/01/11 | 05/01/12 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER Professional & Contractor's Pollution Liab. | MAX7PL0000243 | 10/03/11 | 10/03/12 | \$5,000,000 per Claim \$5,000,000 Annl Aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: Havenscourt Cafe & Classroom Bldg./401934001.
 (See Attached Descriptions)

| | | |
|---|--|---|
| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
| Oakland Unified School District Attn: Susie Butler Berkley 955 High Street Oakland, CA 94601 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOT MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. _____ AUTHORIZED REPRESENTATIVE  |

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Insurance is primary per policy form.

Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WZP80993464

Issued to: Ninyo & Moore Geotechnical &

By: American Automobile Ins. Co.

Premium (if any) TBD

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

| Person or Organization | Job Description |
|---|--|
| Oakland Unified School District Attn: Susie Butler Berkley 955 High Street Oakland, CA 94601 | REF: Havenscourt Cafe & Classroom Bldg./401934001. Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives. |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED - WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured.

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage or "personal injury" and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insured provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance" This

endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.

- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other

COMMERICAL GENERAL LIABILITY

insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is add to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement with the person or organization shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



AMENDMENT TO INDEPENDMENT CONSULTANT AGREEMENT ROUTING FORM

| Project Information | | | |
|--|---|------|---------------------------|
| Project Name | Havenscourt New Cafeteria & Classroom | Site | Havenscourt 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 | Ninyo & Moore | Agency's Contact | Ruchil Shah | | | | |
| OUSD Vendor ID # | V058012 | Title | Project Manager | | | | |
| Street Address | 1956 Webster Street, Suite 400 | City | Oakland | State | CA | Zip | 94612 |
| Telephone | 510-633-5640 | Policy Expires | 10-3-2012 | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 07030 | | | | | | |

| Term | | | |
|----------------------|-----------|---|------------|
| Date Work Will Begin | 8-12-2010 | Date Work Will End By <small>(not more than 5 years from start date)</small> | 12-31-2012 |

| Compensation | | | |
|-------------------------------|----|------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$130,583.65 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$112,118.65 |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|---|----------------|------------|-------------|--------------|
| <i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i> | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 9299, 9399, 9499 | Measure B | 2079901812 | 6252 | \$112,118.65 |

| Approval and Routing (in order of approval steps) | | | | | | |
|--|---|--------------|---------------|--------------|-----|--------------|
| <small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small> | | | | | | |
| 1. | Division Head | Charles Love | Phone | 510-879-8389 | Fax | 510-879-3673 |
| | Capital Program Contract & Accounting Manager | | | | | |
| | Signature | | Date Approved | 4-9-12 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | | |
| | Signature | | Date Approved | 7.11.12 | | |
| | Associate Superintendent, Facilities Planning and Management | | | | | |
| 3. | President, Board of Education | | | | | |
| | Signature | | Date Approved | | | |
| 4. | | | | | | |
| | Signature | | Date Approved | | | |

| Board Office Use: Legislative File Info: | |
|--|------------|
| File ID Number | 11-1417 |
| Committee | Facilities |
| Introduction Date | 06-14-2011 |
| Enactment Number | 11-1259 |
| Enactment Date | 6-22-11 |



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 22, 2011

Subject Amendment No. 1 - Ninyo & Moore - Havenscourt New Classroom Project

Action Requested Approval by Board of Education of Amendment No. 1 with Ninyo & Moore for Additional compliance and testing services on behalf of the District for the Havenscourt New Classroom Project, increasing the contract by a not to exceed amount of \$13,410.00, increasing previous contract amount from \$5,055.00 to a not to exceed amount of \$18,465.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background DSA Requires independent T&I to ensure compliance with in-house review and CBC requirements.

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



OAKLAND UNIFIED
SCHOOL DISTRICT

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 Ninyo & Moore for Additional compliance and testing services on behalf of the District for the Havenscourt New Classroom Project, increasing the contract by a not to exceed amount of \$13,410.00, increasing previous contract amount from \$5,055.00 to a not to exceed amount of \$18,465.00. 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 A/C

Attachments

- Professional Services Contract including scope of work

Key Code:

2079901812-6252



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Ninyo & Moore. OUSD entered into an Agreement with CONTRACTOR for services on June 23, 2011, and the parties agree to amend that Agreement as follows:

| | | | |
|---|--------------------------|--|---|
| 1. | Services: | <input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> . | <input type="checkbox"/> The scope of work has <u>changed</u> . |
| 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> | | | |
| The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide material testing and inspection services for the Havenscourt Interim Dining Project Phase (2).</u> | | | |
| 2. | Terms (duration): | <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input type="checkbox"/> The term of the contract has <u>changed</u> . |
| If term is changed: | | | |
| 3. | Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| If the compensation is changed: The contract price is amended by | | | |
| <input checked="" type="checkbox"/> Increase of \$13,410.00 to original contract amount | | | |
| <input type="checkbox"/> Decrease of \$ _____ to original contract amount | | | |
| and the new contract total is <u>Eighteen thousand, nine hundred and ten dollars (\$18,465.00)</u> | | | |

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

5. **Amendment History:**

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

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|------------|--|-------------------------------|
| 1 | 06-22-2011 | The scope of the projects is to provide material testing and inspection services for the Havenscourt Interim Dining Project (Phase 2). | \$13,410.00 |

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: 6/23/11

Edgar Rakestraw, Jr., Secretary Board of Education Date: 6/23/11

Timothy White, Assistant Superintendent Facilities, Planning and Management Date: _____

CONTRACTOR

Contractor Signature Date: 5/26/11

Terence K Wang, General Manager
 Print Name, Title

MAY 26 P 2:32
 94601 CA 94601
 STREET

Legislative File

File ID Number: 11-1417

Introduction: 6-14-11

Enactment Number: 11-1259

Enactment Date: 6-22-11

PLANNING
 MANAGEMENT
 DEPARTMENT

P.O. No. _____

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: Ninyo & Moore

Billing Rate: Thirteen Thousand Four Hundred and Ten Dollars (\$13,410.00)

Description of Services to be Provided

Ninyo & Moore will provide a maximum of 38 hours of services at a rate of (see Appendix "A" P-81724) per hour for a total not to exceed total amended amount of \$13,410.00, including all labor and materials.

- 1. Goals or Objectives**
DSA Requires independent T&I to ensure compliance with in-house review and CBC requirements.
 - 2. Description of Services to be Provided**
The services are to provide material testing and inspection services for the Havenscourt Interim Dining Project, phase 3.
 - 3. Deliverables**
Please refer to the attached proposal No. P-81724 for a breakdown and explanation of services.
-

May 16, 2011
Proposal No. P-81724

Mr. Eric Scheuermann – Project Manager
OUSD Facilities Planning and Management
955 High St.
Oakland, California 94601

DRAFT

Subject: Respond to request for proposal to provide:
Materials Testing and Special Inspection Services,
Interim Dining & Site Utilities Project at Havenscourt Middle School
1390 66th Avenue, Oakland, CA. 94621
OUSD Project # 07030-2

Dear Mr. Scheuermann:

Ninyo & Moore is pleased to submit this for proposal to provide materials testing and special inspection services for Havenscourt Middle School Interim Dining project listed above. This proposal provides cost estimates based on our review of the project plans, as stipulated in the California Building Code, Title 24, and our previous experience with similar projects of this nature.

The purpose of our services will be to provide you with field and laboratory data and information in order to assess compliance with the project plans and specifications. Included in this proposal is a discussion of our understanding of the project, the scope of services we can provide, and associated fees.

PROJECT UNDERSTANDING AND PROPOSED CONSTRUCTION

It is our understanding that this project will consist of selected site demolition, the installation of 4 portable buildings, approximately 1200 feet of new underground utilities lines, associated trenching, backfilling, and compaction. In addition to installing new asphalt concrete pavement, concrete cast in place, chain link fencing, gates, sanitary sewer systems, plumbing, fire protection and alarm and data communication lines.

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The proposed portable buildings are expected to include a:

1. Relocatable Kitchen Truck (8'x20')
2. Relocatable Restroom (12'x32')
3. Relocatable Serving Unit (24'x40')
4. Relocatable Dining Unit (40'x48')

SCOPE OF SERVICES

We understand the Project Inspector will coordinate our services on an as-needed basis. Based on our review of the project documents and our experience with similar projects, we anticipate our scope of services to include:

- Managing the project, including review and distribution of test data and daily field inspection reports.
- Performing field observation and in-place density testing on a full-time basis during utility trench backfilling operations.
- Performing field observation and in-place density testing during placement of aggregate base, and asphalt concrete.
- Laboratory testing of the materials used for fill, backfill, and pavement section, that may include Proctor density and optimum moisture content and Hveem stability and unit weight. Tests in addition to these may be performed, as appropriate.
- Reviewing concrete mix designs and welding procedures submitted by the contractor for compliance with the project documents.
- Sampling and labeling of construction materials such as reinforcing steel and high strength bolts.
- Performing visual inspection by our AWS/CWI-credentialed special inspector of structural steel site assembly and field welding.

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- Batch plant inspection during production of structural concrete including checking mix design, monitoring batch weights, and communications with on-site personnel.
- Sampling of fresh concrete by our ACI-credentialed field technician, including measuring and recording slump, temperature, and batch times. One set of four cylinders will be cast for every 50 cubic yards of concrete placed or fraction thereof, per day.
- Pull and/or load testing by our technician of post-installed anchors.
- Laboratory testing of reinforcing steel and compressive strength of concrete.
- Preparing daily reports and test data sheets.
- Preparing Division of the State Architect (DSA) Final Verified Reports.

ASSUMPTIONS

- Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services and fee estimate:
- The contractor and subcontractors will maintain a 40-hour workweek during normal daytime work hours; and that weekend and overtime work has not been included in this cost proposal.
- The Project Inspector will inspect reinforcing steel, concrete placement, and installation of epoxy dowels and wedge anchors.
- We assume our services are subject to California prevailing wage law.
- Site visits made by professional staff and our field technicians will be billed on a portal-to-portal basis, with a 1-hour minimum.

ESTIMATED FEE

We propose to provide materials testing services on time-and-materials. Our estimated fee for the scope of services described herein is approximately \$11,175 (Eleven Thousand One Hundred Seventy Five Dollars) for the base scope of services. A detailed breakdown of our estimated fee is presented in the attached Appendix "A".

AUTHORIZATION

It is our understanding that this work will be completed under the contract terms between the District and Ninyo & Moore. If this proposal meets with your approval please provide a copy of the contract for our review and signature.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or require additional information, please contact us at (510) 633-5640.

Our goal at every point is to complete the assignment on-time, within budget, and to the satisfaction of our clients.

Respectfully Submitted,
NINYO & MOORE

DRAFT

Dan Inferrera
Construction Services Supervisor/Project Manager

Terence K. Wang, P.E., G.E.
Principal Engineer

DWI/TKW/csj

Attachment: Appendix "A" – Breakdown of Estimated Fee

Distribution: (1) Addressee (via e-mail)

DRAFT

APPENDIX "A" P-81724

ESTIMATED FEES FOR GEOTECHNICAL, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES
OAKLAND USD - HAVENSCOURT INTERIM DINING PROJECT

| | Site Visits | Hours Per Visit | Quantity (Hrs./Tests) | Rate | Fee | Subtotal |
|---|-------------|-----------------|-----------------------|-------|---------|----------|
| GEOTECHNICAL TESTING SERVICES | | | | | | |
| Geotechnical services Imported fill, recompaction, field density testing, AC/AB testing, | | | | | | |
| Field Services | | | | | | |
| Technician - full day visits | 2 | 8 | 16 | \$79 | \$1,264 | |
| Technician - 1/2 days Visits | 4 | 4 | 16 | \$79 | \$1,264 | |
| Laboratory Services | | | | | | |
| Compaction Curve (ASTM D1557) | | | 3 | \$260 | \$780 | |
| Sieve Analysis (ASTM C-422) | | | 1 | \$110 | \$110 | |
| Hveam | | | 1 | \$195 | \$195 | |
| Geotechnical Final Report per DSA | | | 1 | \$350 | \$350 | |
| ESTIMATED SUBTOTAL | | | | | | \$3,963 |
| CAST-IN-PLACE CONCRETE/REINFORCING STEEL | | | | | | |
| FIELD TESTING | | | | | | |
| Casting of cylinders of compressive strength testing. | | | | | | |
| Technician - 1/2 days Visits | 2 | 4 | 8 | \$79 | \$632 | |
| Miscellaneous Concrete | | | | | | |
| Technician | 1 | 4 | 4 | \$79 | \$316 | |
| Placement of Reinforcing Steel - typically performed by Project Inspector | | | | | | |
| Technician (Not included in this estimate.) | 0 | 0 | 0 | \$79 | \$0 | |
| Sample pick-up after 24 hour cure period | | | | | | |
| Technician (when unable to coordinate with other activities) | 3 | 2 | 6 | \$79 | \$474 | |
| LABORATORY TESTING | | | | | | |
| Compression Tests, (3 Sets of 4) | | | 12 | \$30 | \$360 | |
| Bend and Tensile Testing of Steel Reinforcement | | | 6 | \$110 | \$660 | |
| Sample Steel Reinforcement | | | | | | |
| Technician - material, ID, Tag and sample, @ Fabricators | 1 | 5 | 5 | \$79 | \$395 | |
| ESTIMATED SUBTOTAL | | | | | | \$2,837 |
| STRUCTURAL STEEL - welding & high - strength bolting | | | | | | |
| Continuous inspection during structural welding field & shop. | | | | | | |
| Shop welding | | | | | | |
| Technician | 1 | 8 | 8 | \$79 | \$632 | |
| Field Welding/NDT Level II | | | | | | |
| Technician | 2 | 8 | 16 | \$79 | \$1,264 | |
| Miscellaneous welding - stairs, and etc. | | | | | | |
| Technician | 1 | 4 | 4 | \$79 | \$316 | |
| ESTIMATED SUBTOTAL | | | | | | \$2,212 |
| ANCHORS/DOWELS | | | | | | |
| Inspection of the installation and load testing of the post installed anchors and dowels. | | | | | | |
| Installation of anchors, dowels - typically performed by Project Inspector | | | | | | |
| Technician | 0 | 0 | 0 | \$79 | \$0 | |
| Load Testing (as required) | | | | | | |
| Technician | 4 | 4 | 16 | \$79 | \$1,264 | |
| ESTIMATED SUBTOTAL | | | | | | \$1,264 |
| REPORTS, MANAGEMENT, AND ADMIN | | | | | | |
| Project Manager - Project Management, Review of Submittals, Meetings | | | 3 | \$139 | \$417 | |
| Administration, Word Processing, Misc. | | | 3 | \$44 | \$132 | |
| Lab. Final Verified Report by Responsible Engineer | | | 1 | \$350 | \$350 | |
| ESTIMATED SUBTOTAL | | | | | | \$899 |
| TOTAL ESTIMATED FEE FOR TESTING AND INSPECTION SERVICES | | | | | | \$11,175 |

20% Contingency 2,235
\$13,410

SCHEDULE OF FEES – Prevailing Wage Projects

HOURLY CHARGES FOR PERSONNEL

| | |
|---|--------|
| Principal Engineer/Geologist/Environmental Scientist..... | \$ 155 |
| Senior Engineer/Geologist/Environmental Scientist..... | \$ 150 |
| Senior Project Engineer/Geologist/Environmental Scientist..... | \$ 139 |
| Project Engineer/Geologist/Environmental Scientist..... | \$ 133 |
| Senior Staff Engineer/Geologists/Environmental Scientist..... | \$ 120 |
| Staff Engineer/Geologist/Environmental Scientist..... | \$ 110 |
| GIS Analyst..... | \$ 105 |
| Field Operations Manager..... | \$ 105 |
| Supervisory Technician..... | \$ 97 |
| Nondestructive Examination Technician, UT, MT, LP..... | \$ 95 |
| Senior Field/Laboratory Technician/Inspector..... | \$ 79 |
| Field/Laboratory Technician..... | \$ 79 |
| Concrete/Asphalt Batch Plant Inspector..... | \$ 79 |
| Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing)..... | \$ 79 |
| Technical Illustrator/CAD Operator..... | \$ 80 |
| Information Specialist..... | \$ 80 |
| Data Processing, Technical Editing, or Reproduction..... | \$ 44 |

OTHER CHARGES

| | |
|---|---------------|
| Expert Witness Testimony..... | \$ 400 /hr |
| Concrete Coring Equipment (includes one technician)..... | \$ 145 /hr |
| PID/FID Usage..... | \$ 120 /day |
| Anchor load test equipment (includes technician)..... | \$ 89 /hr |
| Hand Auger Equipment..... | \$ 55 /day |
| Inclinometer Usage..... | \$ 32 /hr |
| Vapor Emission Kits..... | \$ 30 /kit |
| Level D Personal Protective Equipment (per person per day)..... | \$ 25 /p/d |
| Rebar Locator (Pachometer)..... | \$ 22 /hr |
| Nuclear Density Gauge Usage..... | \$ 12 /hr |
| Field Vehicle Usage..... | \$ 10 /hr |
| Direct Project Expenses..... | Cost plus 15% |
| Laboratory testing, geophysical equipment, and other special equipment provided upon request. | |

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

| | |
|--|------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 10-1834 |
| Committee | Facilities |
| Introduction Date | 8-3-2010 |
| Enactment Number | 10-1415 |
| Enactment Date | 8-11-10 |

(6)

Memo

To Board of Education

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

Board Meeting Date August 11, 2010

Subject Professional Services Contract - Ninyo & Moore - Havenscourt New Classroom & Cafeteria Building Project

Action Requested Approval by the Board of Education for a Professional Services Agreement with Ninyo & Moore to provide material testing and inspection services for the Havenscourt Phase 1 Temporary Classroom Project on behalf of the District, at Havenscourt, in an amount not-to-exceed \$5,055.00. The term of this Agreement shall commence on August 12 and shall conclude no later than June 30, 2011.

Background Division of State Architect requires independent testing and inspection to ensure compliance with in-house review and California Building Code (CBC) requirements.

Local Business Participation Percentage 100.00% (Sole Source)

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 for a Professional Services Agreement with Ninyo & Moore to provide material testing and inspection services for the Havenscourt Phase 1 Temporary Classroom Project on behalf of the District, at Havenscourt, in an amount not-to-exceed \$5,055.00. The term of this Agreement shall commence on August 12 and shall conclude no later than June 30, 2011.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2079901812-6265



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and Ninyo & Moore (Contractor). 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 **August 12, 2010.** The work shall be completed no later than **June 30, 2011.**
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Five thousand and fifty-five dollars and no cents (\$5,055.00).** 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: Dan Inferrera
 Title: Project Manager
 Address: 1956 Webster Street, Ste. 400
19 St. Oakland, CA 94612
 Phone: (510) 633-5640

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 coverage:
 - 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

J. D. Yip 8/12/10
 President, Board of Education Date
 Superintendent

[Signature] 8/12/10
Secretary, Date
Board of Education

[Signature] _____ Date
Assistant Superintendent, _____
Department of Facilities Planning and Management

Terence K Wang 6-9-10
Contractor Signature Date
TERENCE K WANG, GEN MGR
Print Name, Title

LEGISLATIVE FILE

File ID No. 10-1824
Introduction Date 8-3-10
Enactment No. 10-1419
Enactment Date 8-11-10

29

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Ninyo & Moore

Billing Rate: Five thousand and fifty-five dollars and no cents (\$5,055.00).

Description of Services to be Provided

The scope of the project is to provide material testing and inspection services for the Havenscourt Phase 1 Temporary Classroom Project.

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

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Insurance is primary per policy form.

Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|---|
| Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601 | REF: Havenscourt Phase I Temporary Classroom Project. Material Testing and Inspection Services. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

Directors, Officers, Employees, Agents, and Representatives.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WZP80982095

Issued to: Ninyo & Moore Geotechnical &

By: American Automobile Ins. Co.

Premium (if any) TBD

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

| Person or Organization | Job Description |
|---|--|
| Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601 | REF: Havenscourt Phase I Temporary Classroom Project. Material Testing and Inspection Services. Waiver of Subrogation applies in favour of:- Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives. |



Notice: This page includes two separate forms.

Directions:

| CONTRACTOR Type | Directions |
|-------------------------------|--|
| Contractors with employees | <ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Attach proof of general liability and workers' compensation insurance |
| Contractors with no employees | <ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below. |

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Check only one of the boxes below.

| | |
|---|--|
| <input checked="" type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract. | <input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California. |
|---|--|

CONTRACTOR Name: NINYO & MOORE

Contractor Signature: Terence K Wang Date: 6-9-10

Print Name and Title: TERENCE K WANG, GEN MGR

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

1. Contract is for less than \$15,000
2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name: _____

Contractor Signature: _____ Date: _____

Client#: 704

NINYOMOOR1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/08/10

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 Christine Silan

INSURED
Ninyo & Moore Geotechnical &
Environmental Sciences Consultants
1956 Webster Street, Suite 400
Oakland, CA 94612

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.

INSURERS AFFORDING COVERAGE

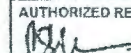
INSURER A: American Automobile Ins. Co.
INSURER B: Fireman's Fund Insurance Co.
INSURER C: Lexington Ins. Co.
INSURER D:
INSURER E:

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 LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> RR Cont CG2417 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | MZG80911156 | 10/03/09 | 10/03/10 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 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 | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | MZG80911156 | 10/03/09 | 10/03/10 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| B | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | CGX71476790 | 10/03/09 | 10/03/10 | EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WZP80982095 | 05/01/10 | 05/01/11 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | OTHER Professional & Contractor's Pollution Liab. | 013001489 | 10/03/09 | 10/03/10 | \$5,000,000 per Claim \$5,000,000 annl Aggr. |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.
 REF: Havenscourt Phase I Temporary Classroom Project. Material Testing and Inspection Services.
 (See Attached Descriptions)

| | | |
|---|--|--|
| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
| Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE REQUIRED TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. |
| | | AUTHORIZED REPRESENTATIVE  |



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name **Havenscourt New Classroom & Caf. Bldg.** Site **Havenscourt**

Basic Directions

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

Attachment Checklist Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
 Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

| | | | |
|--------------------|---|-----------------------------|---|
| Contractor Name | Ninyo & Moore | Agency's Contact | Dan Infrerra |
| OUSD Vendor ID # | V058012 | Title | Project Manager |
| Street Address | 1956 Webster Street, Ste. 400 | City | Oakland State CA Zip 94612 |
| Telephone | (510) 633-5640 | Policy Expires | 10-3-2010 |
| 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 # | 07030 | | |

Term

| | | | |
|----------------------|-----------------|---|---------------|
| Date Work Will Begin | August 12, 2010 | Date Work Will End By <small>(not more than 5 years from start date)</small> | June 30, 2011 |
|----------------------|-----------------|---|---------------|

Compensation

| | | | |
|-------------------------------|----|------------------------------|-------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$ 5,055.00 |
| 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 | 20799011812 | 6265 | \$ 5,055.00 |

Approval and Routing (In order of approval steps)

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

| | | | | | | |
|----|---|--------------|-----------|---------------|---------|--------------|
| | Division Head | Charles Love | Phone | 510-879-8389 | Fax | 510-879-3673 |
| 1. | Capital Program Contract & Accounting Manager | | Signature | Date Approved | 6-16-10 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | Signature | Date Approved | 7.20.10 | |
| 3. | Assistant Superintendent, Facilities Planning and Management | | Signature | Date Approved | | |
| 4. | President, Board of Education | | Signature | Date Approved | | |