Board Office Use: Legislative File Info.	
File ID Number	12-0779
Committee	Facilities
Introduction Date	3-28-2012
Enactment Number	12-1006
Enactment Date	3-29-12 dd

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	March 28, 2012
Subject	Independent Consultant Agreement - Ninyo & Moore-Laurel CDC Building Replacement Project

Action Requested

Approval by the Board of Education of an Independent Consultant Agreement with Ninyo & Moore for Geotechnical Services on behalf of the District at Laurel CDC Building Replacement Project, in an amount not-to exceed $79,726.00. The term of this Agreement shall commence on May 1, 2012 and shall conclude no later than December 31, 2013.

Background

The existing Laurel Child Developmet Center building is in very poor condition and beyond repair. It is more cost effective to demolish the existing building and construct a new building. The Division of State Architect (DSA) mandates special inspection services for material testing, observation and inspection during construction to verify compliance with building codes.

Local Business Participation Percentage

100.00%

Strategic Alignment

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for

all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement with Ninyo & Moore for Geotechnical Services on behalf of the District at Laurel CDC Building Replacement Project, in an amount not-to exceed $79,726.00. The term of this Agreement shall commence on May 1, 2012 and shall conclude no later than December 31, 2013.

Fiscal Impact

General Obligation Bond-Measure B

Attachments

- Independent Consultant Agreement including scope of work

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement for Services ("Agreement") is made as of **March 7, 2012**, between the Oakland Unified School District ("District") and **Ninyo & Moore** ("Consultant") (together, "Parties") for the Laurel CDC Building Replacement Project.

1. **Services**. The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work")—Proposal dated January 20, 2012.

2. **Term**. Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A":

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

   _____ Signed Agreement
   _____ Workers' Compensation Certificate, if necessary
   _____ Criminal Background Investigation Certification, if necessary
   _____ Insurance Certificates and Endorsements
   _____ W-9 Form
   _____ _____

4. **Compensation**. District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed **$79,726.00**, without the express approval of the Board.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as proved in Attachment "A."

6. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

7. **Materials**. Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

Agreement.

8. **Standard of Care**. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

9. **Originality of Services**. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent**. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination**.

    12.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

    12.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date

of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification:** CONSULTANT agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:

13.1. 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. CONSULTANT 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, Consultant, or subConsultant furnishing work, services, or materials to CONSULTANT in connection with the performance of this Agreement. This provision survives termination of this Agreement ;

13.2. CONSULTANT 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 CONSULTANT or any person employed or agent engaged by CONSULTANT.

13.3. CONSULTANT shall place in its sub contracting / sub-consulting agreements and cause its sub-Consultants / sub-CONSULTANTs 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.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance**. Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance**. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars ($1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any

insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

15. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws**. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability,

medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

20. **Fingerprinting of Employees**. It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subConsultants, agents, and employees or agents of subConsultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent Consultants of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. **District's Evaluation of Consultant and Consultant's Employees and/or SubConsultants**. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

    21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subConsultants and each of their performance.

    21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subConsultant(s).

22. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subConsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed

to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District
Timothy E. White
Assistant Superintendent
Facilities, Planning and Management
955 High Street
Oakland, CA 94601
510-535-7079

Consultant
Jade Solis
Ninyo & Moore
1956 Webster Street
Suite 400
Oakland, CA 94612

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

25. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

26. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

Date: March 12, 2012

By: _____

Print Name: Terence Wang

Its: General Manager

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____ **Date:** 3/29/12
Jody London, President, Board of Education

By: _____ **Date:** 3/29/12
Edgar Rakestraw, Jr., Board Secretary

By: _____ **Date:** _____
Timothy E. White, Associate Superintendent
Facilities Planning and Management

By: _____ **Date:** 3.14.12
Cate Boskoff, Facilities Legal Counsel

File ID Number: 12-0779
Introduction Date: 3-28-12
Enactment Number: 12-1006
Enactment Date: 3-29-12
By: LD

Information regarding Consultant:

Consultant: Ninyo & Moore

License No.: A97063

Address: 1956 Webster Street, Suite 400
Oakland, California 94612

Telephone: 510-633-5640

Facsimile: 510-633-5646

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__x__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

33-0269828 :
Employer Identification and/or Social Security Number

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

Attachment A

Scope of Services

The scope includes geotechnical observation, material testing, observation and special inspection services for the new Laurel Child Development Center. The scope is also based on the Division of State Architect (DSA) approved plans and specifications and the California Building code (CBC) Title 24.

January 20, 2012
Proposal No. P-81911

Ms. Mary Ledezma, Project Manager
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: Proposal for Geotechnical Observation,
Materials Testing and Special Inspection Services
Laurel Child Development Center Replacement
3825 California Street, Oakland, California
OUSD Project No.: 07027; DSA Application No.:01-111597; File No.:1-29

Dear Ms. Ledezma:

In accordance with your request, Ninyo & Moore is pleased to provide this revised proposal to perform Geotechnical Observation, Materials Testing & Special Inspection Services for the Laurel Child Development Center (CDC) Replacement project located at 3825 California Street 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.

Some distinct advantages in retaining Ninyo & Moore for this project are:

- We offer straightforward billing. There are **no 4- or 8-hour minimums**. Only a 2-hour minimum show-up charge, the remaining hours will be billed at 1-hour increments. One labor billing rate will be utilized for all onsite services.
- Provide email copies of all daily field reports and summary of any non-conforming or open items to all parties provided by you or your representative.
- Our laboratory is within close proximity to the project.

PROJECT UNDERSTANDING

From review of the available project documents, we understand that the Laurel CDC Replacement project consists of constructing one new single story building roughly 11,500 square feet in size that includes classrooms with storage areas, small kitchen and toilet facilities. The building

will have slab-on-grade foundations with footings, grade beams, structural steel and wood framing, plywood sheathing and glu lam beams.

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 asphalt concrete pavement, 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, aggregate base placement, and Hot Mix Asphalt (HMA) placement.
  - Laboratory testing of construction materials sampled in the field, including soils, aggregates and HMA. Our anticipated tests include modified Proctor density and optimum moisture content, and HMA Hveem stability and unit weight.
  - 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;
- Periodic batch plant inspection;
- Structural masonry – periodic inspection for reinforcing steel, units and dowels, including verification of mortar and grout proportions. Continuous inspection of grouting operations, preparation of prisms, anchors, embeds and grout space. In addition, we will obtain prepro-

duction/production prisms and core the new walls to obtain specimens for laboratory testing per DSA-103;

- Structural steel welding – shop and field operations;
- Structural steel ultrasonic testing – field operations;
- High strength bolting – field testing;
- Glu-lam beam fabrication;
- 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;
- Expansion Index;
- Asphalt HMA Hveem stability and unit weight;
- Asphalt extraction;
- Compressive strength testing of concrete, masonry preproduction/production prisms and masonry cores;
- Reinforcing steel – tensile and bend tests;
- High strength bolts – harness, 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 workweek 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, with a 2-hour minimum.

- The DSA Project Inspector will perform inspection services including:
  - Field inspection of structural wood construction;
  - Placement of reinforcing steel, formwork and embedded elements;
  - Placement of concrete;
  - Installation inspection 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; however, this was not noted on the DSA-103 sheet. Our proposal includes this service.

- Site concrete and masonry retaining walls were noted in the DSA-103 and Section 02831 of the Project Specifications. We observed concrete walls for the handicap ramp, which may be considered site walls. No other site walls were observed on the available drawings.

- 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	$22,985
2.	Structural Concrete	$17,176
3.	Glu-Lam Beam Fabrication	$632
4.	Structural Masonry	$12,268
5.	Structural Steel and Welding/Bolting/UT – shop and field	$19,345
6.	Load Testing Post-Installed Anchors/Dowels	$3,160
7.	Management, Admin Support, Prepare and issue Final Report	$4,160
	Estimated Fees	**$79,726**

ESTIMATE OF FEES

Our proposed estimate of fees for geotechnical observation, construction materials testing and special inspection services associated with this project, based on the scope of services as described above, is **$79,726 (Seventy Nine Thousand Seven Hundred Twenty Six 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.

This is a time-and-materials estimate, not a lump-sum. 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

Jade Solis
Project Manager

Terence K. Wang PE, GE
Principal Engineer

JKS/cab

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

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

APPENDIX A - REVISED BREAKDOWN OF ESTIMATED FEES
GEOTECHNICAL OBSERVATION, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES
LAUREL CHILD DEVELOPMENT CENTER REPLACEMENT
OUSD PROJECT NO.: 07027

	Site Visits	Hours Per Visit	Quantity (Hrs./ Tests)	Rate	Fee	Subtotal
GEOTECHNICAL OBSERVATION AND TESTING SERVICES						
Field Services						
Staff Engineer/Geologist	2	4	8	$110	$880	
Technician - full day visits	21	8	168	$79	$13,272	
Technician - 1/2 days Visits	6	4	24	$79	$1,896	
Nuclear Density Gauge Usage			200	$12	$2,400	
Laboratory Services						
Proctor Density (ASTM D1557, D698, CT216, T180)			3	$260	$780	
Proctor Density with Rock Correction (ASTM D1557, D698)			2	$340	$680	
Extraction, Percent Asphalt, includes Gradation, D2172, CT310			2	$215	$430	
Hveem Stability and Unit Weight (CT 366)			1	$195	$195	
Expansion Index (ASTM D4829)			3	$240	$720	
Review of Submittals, Data Compilation, Report Preparation, DSA Form Preparation, Project Co-ordination						
Project Engineer / Geologist			4	$133	$532	
Sr. Staff Engineer/Geologist			10	$120	$1,200	
ESTIMATED SUBTOTAL						**$22,985**
CONCRETE						
Concrete testing frequency is based on 4 cyls/50 cyds. Services include periodic batch plant inspection - we will follow the first truck to the site. All quantities are estimates, only.						
Footings/Grade Beams						
Periodic Batch Plant/Concrete Sampling Technician	5	8	40	$79	$3,160	
Slabs-on-Grade						
Periodic Batch Plant/Concrete Sampling Technician	2	8	16	$79	$1,264	
Stem Walls/Column Covers/Pedestals						
Periodic Batch Plant/Concrete Sampling Technician	4	8	32	$79	$2,528	
Stairs/Ramps/Curbs/Pads/TE/Misc						
Periodic Batch Plant/Concrete Sampling Technician	5	4	20	$79	$1,580	
Laboratory Testing						
Compression Tests (28 Sets of 4)			112	$30	$3,360	
Reinforcing Steel Tensile and Bend Tests (15 Sets of 2)			15	$110	$1,650	
Rebar Sampling						
Technician - Material ID,Tag, Sample & Pick-Up	4	4	16	$79	$1,264	
Sample Pick-Ups						
Technician	15	2	30	$79	$2,370	
ESTIMATED SUBTOTAL						**$17,176**
GLULAM BEAM FABRICATION						
The fabricator has not yet been selected. A local facility is anticipated, and our services are based on M-F, normal business hours. All quantities are estimates, only						
Glu Lam Beam/Wood Technician - Shop (Local Facility)	1	8	8	$79	$632	
ESTIMATED SUBTOTAL						**$632**
MASONRY						
Periodic inspection of CDC and Trash Enclosure wall block/rebar, continuous inspection of grout/anchors/embeds, plus sampling preproduction/production prisms for lab testing. We will also ID, sample, tag and test the rebar including core drilling the new walls to obtain core specimens for lab testing per DSA-103. All quantities are estimates, only.						
Structural Walls						
DSA Masonry Inspector - Observation & Sampling	5	8	40	$79	$3,160	
Two Man Coring Crew - Core New CDC Walls per DSA-103	1	8	8	$224	$1,792	
Rebar Sampling						
Technician - Material ID,Tag, Sample & Pick-Up	1	4	4	$79	$316	
Lab Testing						
Block Conformance Tests (2 Sets of 3)	2	3	6	$175	$1,050	
PreProd. & Prod. Prism Compression Tests (5 Sets of 3)	5	3	15	$180	$2,700	
Cores - Comp. & Shear (2 Sets of 4, Ea. Test Type per DSA-10	4	4	16	$85	$1,360	
Reinforcing Steel Tensile and Bend Tests (5 Sets of 2)			10	$110	$1,100	
Sample Pick-Ups						
Technician	5	2	10	$79	$790	
ESTIMATED SUBTOTAL						**$12,268**

APPENDIX A - REVISED BREAKDOWN OF ESTIMATED FEES
GEOTECHNICAL OBSERVATION, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES
LAUREL CHILD DEVELOPMENT CENTER REPLACEMENT
OUSD PROJECT NO.: 07027

	Site Visits	Hours Per Visit	Quantity (Hrs./ Tests)	Rate	Fee	Subtotal
STRUCTURAL STEEL						
Structural/misc. steel subs are not yet selected. Local facilities are anticipated, our services are based M-F, normal business hours. All quantities are estimates, only						
Steel Welding Technician - Shop (Local Facility)	25	6	150	$79	$11,850	
Steel Welding/Bolting Technician - Field	15	4	60	$79	$4,740	
Steel Ultrasonic Testing Technician - Field	5	4	20	$95	$1,900	
Laboratory Testing (Set of 3 = 1 sample)						
HSB Rockwell Test – P.L. (nut, washer, bolt)			3	$80	$240	
HSB Conform.Test – Hard./Wedge (nut, washer, bolt)			3	$205	$615	
ESTIMATED SUBTOTAL						$19,345
ANCHORS/DOWELS						
Perform Proof Load/Pull Testing at frequencies & values noted on plans.						
Anchor/Dowel Testing Technician	10	4	40	$79	$3,160	
ESTIMATED SUBTOTAL						$3,160
MANAGEMENT, REPORTING AND ADMINISTRATION						
Project Manager/Sr. Staff Engineer - Project Management, Submittal Review, Meetings, etc.			20	$120	$2,400	
Administration - Word Processing, Misc.			4	$65	$260	
DSA Final Verified Reports (291, 292 & 293) by Responsible Engineer			3	$500	$1,500	
ESTIMATED SUBTOTAL						$4,160
TOTAL ESTIMATED FEE FOR GEOTECHNICAL AND MATERIALS TESTING/SPECIAL INSPECTION SERVICES						**$79,726**

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

Soils

Atterberg Limits, D 4318, CT 204	$	180
California Bearing Ratio (CBR), D 1883	$	440
Chloride and Sulfate Content, CT 417 & CT 422	$	135
Consolidation, D 2435, CT 219	$	275
Consolidation – Time Rate, D 2435, CT 219	$	70
Direct Shear – Remolded, D 3080	$	290
Direct Shear – Undisturbed, D 3080	$	250
Durability Index, CT 229	$	150
Expansion Index, D 4829, UBC 18-2	$	240
Expansion Potential (Method A), D 4546	$	180
Expansive Pressure (Method C), D 4546	$	180
Geofabric Tensile and Elongation Test, D 4632	$	165
Hydraulic Conductivity, D 5084	$	300
Hydrometer Analysis, D 422, CT 203	$	190
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$	110
Moisture Only, D 2216, CT 226	$	30
Moisture and Density, D 2937	$	50
Permeability, CH, D 2434, CT 220	$	290
pH and Resistivity, CT 643	$	160
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add $80)	$	260
R-value, D 2844, CT 301	$	425
Sand Equivalent, D 2419, CT 217	$	110
Sieve Analysis, D 422, CT 202	$	110
Sieve Analysis, 200 Wash, D 1140, CT 202	$	90
Specific Gravity, D 854	$	200
Triaxial Shear, C.D, D 4767, T 297	$	390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	$	330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	$	190
Triaxial Shear, U.U., D 2850	$	140
Unconfined Compression, D 2166, T 208	$	100
Wax Density, D 1188	$	90

Roofing

Built-up Roofing, cut-out samples, D 2829	$	165
Roofing Materials Analysis, D 2829	$	500
Roofing Tile Absorption, (set of 5), UBC 15-5	$	190
Roofing Tile Strength Test, (set of 5), UBC 15-5	$	190

Masonry

Brick Absorption, 24-hour submersion, C 67	$	45
Brick Absorption, 5-hour boiling, C 67	$	55
Brick Absorption, 7-day, C 67	$	60
Brick Compression Test, C 67	$	45
Brick Efflorescence, C 67	$	45
Brick Modulus of Rupture, C 67	$	40
Brick Moisture as received, C 67	$	35
Brick Saturation Coefficient, C 67	$	50
Concrete Block Compression Test, 8x8x16, C 140	$	60
Concrete Block Conformance Package, C 90	$	1100
Concrete Block Linear Shrinkage, C 426	$	120
Concrete Block Unit Weight and Absorption, C 140	$	55
Cores, Compression or Shear Bond, CA Code	$	85
Masonry Grout, 3x3x6 prism compression, UBC 21-18	$	30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	$	30
Masonry Prism, half size, compression, UBC 21-17	$	180

Concrete

Cement Analysis Chemical and Physical, C 109	$	1,650
Compression Tests, 6x12 Cylinder, C 39	$	30
Concrete Mix Design Review, Job Spec	$	140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$	750
Concrete Cores, Compression (excludes sampling), C 42	$	55
Drying Shrinkage, C 157	$	250
Flexural Test, C 78	$	100
Flexural Test, C 293	$	55
Flexural Test, CT 523	$	100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$	250
Jobsite Testing Laboratory		Quote
Lightweight Concrete Fill, Compression, C 495	$	55
Petrographic Analysis, C 856	$	1,100
Splitting Tensile Strength, C 496	$	80

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6	$	70
Hardness Test, Rockwell, A-370	$	80
High Strength Bolt, Nut & Washer Conformance, set, A-32	$	205
Mechanically Spliced Reinforcing Tensile Test, ACI	$	95
Pre-Stress Strand (7 wire), A 416	$	140
Chemical Analysis, A-36, A-615	$	120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706		
No. 8 Rebar	$	55
No. 11 Rebar	$	75
No. 18 Rebar	$	150
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	$	105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$	80
Tensile Test for Fiberwrap (ASTM D-3039)	$	675

Asphalt Concrete

Asphalt Mix Design, Caltrans	$	2,200
Asphalt Mix Design Review, Job Spec	$	150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	$	215
Film Stripping, CT 302	$	100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	$	195
Marshall Stability, Flow and Unit Weight, T-245	$	215
Maximum Theoretical Unit Weight, D 2041	$	120
Swell, CT 305	$	165
Unit Weight sample or core, D 2726, CT 308	$	90

Aggregates

Absorption, Coarse, C 127	$	35
Absorption, Fine, C 128	$	35
Clay Lumps and Friable Particles, C 142	$	100
Cleanness Value, CT 227	$	160
Crushed Particles, CT 205	$	140
Durability, Coarse, CT 229	$	165
Durability, Fine, CT 229	$	165
Los Angeles Abrasion, C 131 or C 535	$	180
Mortar making properties of fine aggregate, C 87	$	275
Organic Impurities, C 40	$	55
Potential Reactivity of Aggregate (Chemical Method), C 289	$	390
Sand Equivalent, CT 217	$	90
Sieve Analysis, Coarse Aggregate, C 136	$	125
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 INSURANCE

DATE (MM/DD/YY) 03/08/12

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual X OCP GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	6308986R247	10/03/11	10/03/12	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	8108986R247	10/03/11	10/03/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	EXCESS LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CUP8986R247	10/03/11	10/03/12	EACH OCCURRENCE AGGREGATE	$9,000,000 $9,000,000 $ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80993464	05/01/11	05/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $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: N&M#401900001. Project #07027. Laurel Child Development Center. Geo.
(See Attached Descriptions)

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Oakland Unified School District
Attn: Timothy White
955 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Obsv.,
Materials Testing & Special Insp. Svcs.

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: Timothy White 955 High Street Oakland, CA 94601	REF: N&M#401900001. Project #07027. Laurel Child Development Center. Geo. Obsv., Materials Testing & Special Insp. Svcs. Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

WC 04 03 06
(Ed. 4-84)

Countersigned by _____
Authorized Representative

POLICY NUMBER: 6308986R247

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 3/8/2012

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

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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.

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INDEPENDENT CONSULTANT AGREEMENT
ROUTING FORM

Project Information			
Project Name	Laurel CDC Building Replacement	**Site**	Laurel CDC Building Replacement

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	Jade Solis				
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? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	07027						

Term

Date Work Will Begin	5-1-2012	Date Work Will End By (not more than 5 years from start date)	12-31-2013

Compensation

Total Contract Amount	$	Total Contract Not To Exceed	$79,726.00
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 #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	8209901831	6252	$79,726.00

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**	510-535-7081	Fax 510-535-7082
1.	**Capital Program Contract & Accounting Manager**				
	Signature		Date Approved	3-12-12	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature		Date Approved	3.12.12	
	Associate Superintendent, Facilities Planning and Management				
3.	Signature		Date Approved		
	President, Board of Education				
4.	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT