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Introduction Date	8-13-2014
Enactment Number	14-1488
Enactment Date	8-13-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Deputy Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 13, 2014

Subject Amendment No. 4, Independent Consultant Agreement - Ninyo & Moore - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 4, Independent Consultant Agreement with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$12,000.00 increasing previous contract amount from \$196,386.00 to a not to exceed amount of \$208,386.00 and revising the end date from ~~December 31, 2013~~ through February 8, 2014 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board of Education voted to transfer the Career Tech Building and its remaining funds to the Simmons School campus. This contract is part of a process that will locate the building and play fields on the Simmons campus.

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 Consultant Agreement with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$12,000.00 increasing previous contract amount from \$196,386.00 to a not to exceed amount of \$208,386.00 and revising the end date from ~~December 31, 2013~~ ^{8/24/16} through February 8, 2014 to December 31, 2014. 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 including scope of work
- Certificate of Insurance



AMENDMENT NO. 4 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Ninyo and Moore. OUSD entered into an Agreement with CONTRACTOR for services on September 14, 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 scope of the project is due to issues associated with "Path of Travel" and the entry gate. Ninyo & Moore are required to extend their initial schedule. The work will include additional shop and field testing and inspection and procedural revisions approved by Division of State Architect (DSA).**

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 **Ten (10) months**, and the amended expiration date is **December 31, 2014**.

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 12,000.00 to original contract amount
 Decrease of \$_____ to original contract amount

and the new contract total is **Two hundred eight thousand, three hundred eighty-six dollars and no cents (\$208,386.00)**

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	6-27-2012	The scope of the project is to provide professional services for materials testing and special inspections services for the various improvements in the existing two-story classroom building and the new construction of the Career Tech Lab building.	\$30,000.00
2	4-24-2013	The scope of the project is to re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35 th Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninyo & Moore will provide these tests and extensive environmental impact sampling.	\$30,000.00
3	2-8-2014	The structural steel and welding inspections, geotechnical observation and testing for the artificial turf soccer field and fire access lane, and inspection services for the various renovations to existing buildings and onsite facilities. Also included: technical consultations and site visits for various unforeseen issues, as well as hazardous materials abatement.	\$37,840.00

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

David Kakushiba, President,
Board of Education

8-14-14
Date

Antwan Wilson, Superintendent
Secretary, Board of Education

8-14-14
Date

Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

CONTRACTOR

Contractor Signature

Print Name, Title

Terence K Wang

7-16-14
Date

TERENCE K WANG / GEN MGR

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File ID Number: 14-1625
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Rv:

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo and Moore

Billing Rate: Twelve thousand dollars and no cents (\$12,000.00)

1. Description of Services to be Provided

The scope of the project is due to issues associated with "Path of Travel" and the entry gate. Ninyo & Moore are required to extend their initial schedule. The work will include additional shop and field testing and inspection and procedural revisions approved by Division of State Architect (DSA).

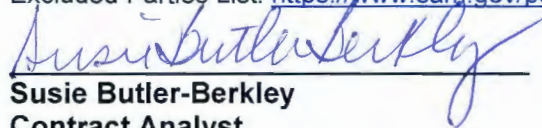
2. Specific Outcomes:

Create equitable opportunities for learning and provide accountability for quality.

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 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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2014

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Mandy Guo	CONTACT NAME: Mandy Guo	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
	E-MAIL ADDRESS:		
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1956 Webster Street, Suite 400 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Travelers Property Casualty Co	25674
	INSURER B:	American Automobile Ins. Co.	21849
	INSURER C:	Alterra Excess & Surplus Ins. C	33189
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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	X	X	6308986R247	10/03/2013	10/03/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$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 checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	8108986R247	10/03/2013	10/03/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	X	X	CUP8986R247	10/03/2013	10/03/2014	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81017915	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab & Contractor's Pollution Liab.			MAX7PL0001210	04/03/2014	10/03/2015	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

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

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.
REF: N&M#401805003. 2101 - 35th Avenue, Oakland, CA. Career Technical Science Building. Materials Testing and Special Inspection. 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

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as 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 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 the additional insured ap-

plies 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 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:

- 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:

COMMERCIAL GENERAL LIABILITY

- 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 under which you are required to include a 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: WZP81017915

Effective Date: 05/01/2014

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

July 8, 2014
Proposal No. P-82492B

EXHIBIT A

Mr. Al Anderson
Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, California 94601

Subject: Proposal for Geotechnical Observation and Testing, Materials Testing,
and Special Inspection Services
Career Technical Science Building and Modernization Project
Calvin Simmons Middle School
2101 35th Avenue, Oakland, California
OUSD Project # 07040

Dear Mr. Anderson:

As requested by the District, Ninyo & Moore has been providing geotechnical consulting, materials testing, and special inspection services during construction of the Career Technical Science Building and Campus Modernization Project at Calvin Simmons Middle School. As you know, the term of our contract had expired but there was remaining work that needed to be inspected. Our remaining work consists of reviewing inspection and testing reports and preparing final verified reports for submittal to the Division of the State Architect (DSA). By this letter, Ninyo & Moore requests an amendment to extend the term of our contract and to provide additional budget for the remaining work.

Our previous Proposal for Geotechnical Observation and Testing, Materials Testing, and Special Inspection Services dated October 17, 2013 included costs for 1) geotechnical observation, testing, and reporting; 2) cast-in-place concrete/reinforcing steel sampling, testing, and inspection; 3) structural steel welding; 4) reports, management, and administration; and 5) additional scope of services. Our total accumulated fee for consulting, testing, and inspection services is at approximately 103 percent of the authorized budget. The duration of our inspection and testing services depends on the contractor's operations and rate of progress.

We understand that the project work is now complete and our remaining work consists of review of inspection and testing reports, and preparation of DSA final verified reports for project close-out. We are providing costs to cover our overages for additional work performed and for our remaining work.

PROJECT UNDERSTANDING

The construction phases pertinent to this cost proposal are listed below.

- A. **Phase 1A – Career Technical Science Building:** A new 2-story Career Technical Science building, entry gateway, and site work.
- B. **Phase 1B – Building Modernization:** Includes a bathroom conversion, dividing walls in main corridor, and removal of classroom partitions and risers.
- C. **Phase 2A – Site Improvements:** Includes accessible paths of travel, asphalt paving, concrete paving, new site utilities, concrete flatwork and ramps, benches, artificial turf playing field, basketball courts, and a fire access lane.

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.

INSPECTION SERVICES:

- Geotechnical – observation, testing and reporting,
- Reinforcing bars – material ID, tag, sample,
- Cast-in-place concrete construction,
- Batch plant (on a periodic basis),
- Structural steel – field and/or shop fabrication, welding, and
- Management Oversight and Technical Support.

MATERIALS TESTING:

- Density testing of subgrade, asphalt concrete (AC), and aggregate base,
- Compressive strength tests of concrete,
- Reinforcing steel – bend and tensile tests,
- Concrete – slump and temperature tests, and
- Non-destructive testing ultrasonic/magnetic particle (NDT UT/MT).

ADDITIONAL SCOPE OF SERVICES:

- Technical consultations and a site visit by professional staff pertaining to the unanticipated underground utilities encountered in the parking area near the gymnasium and fire access lane,
- Hazardous material abatement oversight services for the Modernization phase of the project,

- Technical consultation and observation by professional staff during the placement of grout into existing underground utilities, and
- Technical consultations and a site visit by professional staff pertaining to the unsuitable sub-grade encountered during the overexcavation of the playing field.
- Geotechnical observation and compaction testing for the sewer replacement in the eastern corner of the campus.
- Additional site visits for inspection, testing, and sampling beyond our previous net budgeted fee.

ASSUMPTIONS

- Our services will be scheduled, and coordinated by the Oakland Unified School District representative.
- The contractor and subcontractors will maintain a 40-hour work week during normal day-time work hours; and that weekend and overtime work has been included in this cost proposal.
- Our services are subject to California prevailing wage law.
- Site visits made by professional staff, field inspectors and field technicians will be billed on a portal-to-portal basis, on a 2-hour minimum with 2-hour increments.
- As the Geotechnical Engineer-of-Record, Ninyo & Moore will perform soil and foundation-related construction monitoring for this project.
- Periodic batch plant inspection will be required during placement of concrete.

OVERVIEW OF TASKS

Task 1 – Geotechnical Observation – Testing and Reporting

- Remedial Grading, removals, fill placement, trench bottoms,
- Asphalt Concrete, sub-grade, aggregate base, density tests,
- Laboratory testing – Proctor density, and
- Provide reports of field and laboratory results.

Task 2 – Concrete/ Placement & Reinforcing Steel

- Material ID, tag, sample and perform bend and tensile testing of reinforcing steel,
- Collect and review tickets for each batch of concrete delivered,
- Sampling of concrete per project documents,
- Periodic batch plant inspections: consists of standard batch plant inspection and then following the first truck from the batch plant to the project site,
- Compressive strength testing of specimens of concrete,
- Pickup and delivery of samples to our laboratory for testing, and
- Review of mill test reports and certificates of compliance with project documents.

Task 3 – Structural Steel – Field welding

- Material ID and review manufacturer’s certificates and test reports for compliance,
- Testing of unidentified material with prior approval,
- Review of welder certifications,
- Review of welding procedures specifications,
- Special inspection during structural welding, and
- Non-destructive testing of welds (UT, MT as needed).

Task 4 – Management Oversight and Technical Support

- Attend regular construction meetings (if requested),
- Our registered Engineer will provide oversight,
- Review of submittals – welding documents and submittals,
- Provide technical support,
- Provide review of testing and inspection reports, and
- Preparation and issue of DSA Final Verified Reports.

ESTIMATED FEES

To provide budget covering our overages for additional work performed and for our remaining work, we request a contract modification to increase the budget from \$196,386 to **\$208,386** (an increase of \$12,000).

TASK	ESTIMATED FEES FOR GEOTECHNICAL AND MATERIALS TESTING AND INSPECTION SERVICES	ESTIMATED FEES
1.	Geotechnical Services	\$6,410
2.	Concrete Placement and Reinforcing Steel (Not Included)	\$0
3.	Structural Steel	\$1,820
4.	Management, Administration, Technical Support, Final Reports	\$3,770
	ESTIMATED FEES	\$12,000

AUTHORIZATION

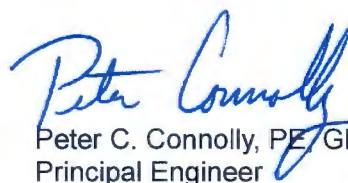
It is our understanding that this work will be completed under the current contract terms between the District and Ninyo & Moore. If this proposal meets with your approval please provide the appropriate written authorization at your earliest convenience.

We appreciate the opportunity to present this proposal and look forward to continuing to work with you on this project.

Respectfully Submitted,
NINYO & MOORE



Derek W. Magnuson, PG
Senior Staff Geologist



Peter C. Connolly, PE/GE
Principal Engineer

DWM/PCC/caa

Attachments: Schedule of Fees

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

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

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, &	\$ 260
AASHTO T-180 (Rock corrections add \$80)	
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
Cleaness 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.

AMENDMENT NO. 4 INDEPENDENT CONTRACT ROUTING FORM

Project Information

Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	205
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Basic Directions

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

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

Contractor Name	Ninyo & Moore	Agency's Contact	Derek Magnuson				
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	10-3-2014				
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 x <input checked="" type="checkbox"/> No				
OUSD Project #	12103						

Term

Date Work Will Begin	2-8-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2014
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$208,386.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 12,000.00
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	County School Facilities Fund	2059003821	6262	\$12,000.00

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	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	 Date Approved 7/21/14		
2.	General Counsel, Department of Facilities Planning and Management	Signature	 Date Approved 7.22.14		
3.	Associate Superintendent, Facilities Planning and Management	Signature	 Date Approved		
4.	Deputy Superintendent, Business Operations	Signature	 Date Approved 7/30/14		
5.	President, Board of Education	Signature	 Date Approved		


Board Office Use: Legislative File Info.	
File ID Number	14-0036
Committee	Facilities
Introduction Date	2-12-14
Enactment Number	14-0241
Enactment Date	2-12-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education 

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent VEH
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date 2-12-14

Subject Amendment No. 3, Independent Consultant Agreement - Ninyo & Moore - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$37,840.00 increasing previous contract amount from \$158,546.00 to a not to exceed amount of \$196,386.00 and revising the end date from August 24, 2011 through December 31, 2013 to February 8, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board of Education voted to transfer the Career Tech Building and its remaining funds to the Simmons School campus. This contract is part of a process that will locate the building and play fields on the Simmons campus.

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 with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$37,840.00 increasing previous contract amount from \$158,546.00 to a not to exceed amount of \$196,386.00 and revising the end date from August 24, 2011 through December 31, 2013 to February 8, 2014. 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 including scope of work
- Certificate of Insurance



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 24, 2011, 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 structural steel and welding inspections, geotechnical observation and testing for the artificial turf soccer field and fire access lane, and inspection services for the various renovations to existing buildings and onsite facilities. Also included: technical consultations and site visits for various unforeseen issues, as well as hazardous materials abatement.</u></p>		
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> .
<p>If term is changed: The contract term is extended by an additional <u>Two months</u>, and the amended expiration date is <u>February 8, 2014</u>.</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="padding-left: 40px;"> <input checked="" type="checkbox"/> Increase of \$<u>37,840.00</u> to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount </p> <p>and the new contract total is <u>One hundred ninety-six thousand, three hundred eighty-six dollars and no cents (\$196,386.00)</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.

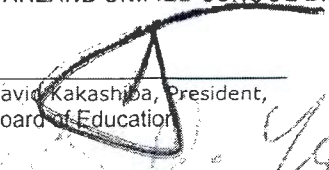
5. **Amendment History:**

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	6-27-2012	The scope of the project is to provide professional services for materials testing and special inspections services for the various improvements in the existing two-story classroom building and the new construction of the Career Tech Lab building.	\$30,000.00
2	4-24-2013	The scope of the project is to re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35 th Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninyo & Moore will provide these tests and extensive environmental impact sampling.	\$30,000.00

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.

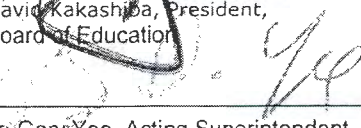
OAKLAND UNIFIED SCHOOL DISTRICT



 David Kakashiba, President,
 Board of Education

2/13/14

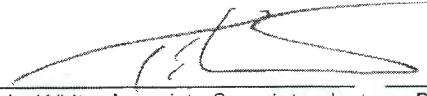
 Date



 Dr. Gary Yee, Acting Superintendent
 Secretary, Board of Education

2/13/14


 Date



 Timothy White, Associate Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR



 Contractor Signature

12/9/13

 Date

TERENCE WANG / GEN MGR

 Print Name, Title

File ID Number: 14-0036
 Introduction Date: 2-12-14
 Enactment Number: 14-02A1
 Enactment Date: 2-12-14
 By:

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Thirty-seven thousand, five hundred forty-six dollars and no cents (\$37,840.00)

1. Description of Services to be Provided

The structural steel and welding inspections, geotechnical observation and testing for the artificial turf soccer field and fire access lane, and inspection services for the various renovations to existing buildings and onsite facilities. Also included: technical consultations and site visits for various unforeseen issues, as well as hazardous materials abatement.

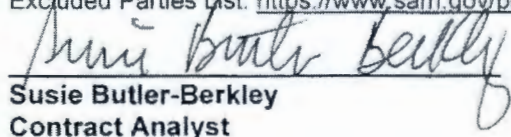
2. Specific Outcomes:

Create equitable opportunities for learning and provide accountability for quality.

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 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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


 Susie Butler-Berkley
 Contract Analyst

October 17, 2013
Proposal No. P-82492

Mr. Al Anderson
Project Manager
OUSD Facilities Planning and Management
955 High Street
Oakland, California 94601

EXHIBIT A

Subject: Proposal for Geotechnical Observation and Testing, Materials Testing,
and Special Inspection Services
Career Technical Science Building and Modernization Project
Calvin Simmons Middle School
2101 35th Avenue, Oakland, California
OUSD Project # 07040

Dear Mr. Anderson:

Ninyo & Moore is pleased to provide this proposal to perform Geotechnical Observation and Testing, Materials Testing, and Special Inspection Services for the Career Technical Science Building and Campus Modernization Project located on the Calvin Simmons Middle School campus at 2101 35th Street in Oakland, California. This proposal includes the following; structural steel and welding inspections, geotechnical observation and testing for the artificial turf soccer field and fire access lane, and inspection services for the various renovations to existing buildings and on-site facilities.

An additional scope of services was provided for the project including technical consultations and site visits by professional staff for the underground utilities encountered during rehabilitation of the parking area pavement near the gymnasium and the fire access lane; technical consultations and observation services during placement of grout into existing underground utilities; hazardous materials abatement oversight services; and technical consultations pertaining to the unsuitable subgrade encountered in the playing field area.

PROJECT UNDERSTANDING

The construction phases pertinent to this cost proposal are listed below.

- A. Phase 1A – Career Technical Science Building:** A new 2-story Career Technical Science building, entry gateway, and site work.

- B. Phase 1B – Building Modernization:** Includes a bathroom conversion, dividing walls in main corridor, and removal of classroom partitions and risers.
- C. Phase 2A – Site Improvements:** Includes accessible paths of travel, asphalt paving, concrete paving, new site utilities, concrete flatwork and ramps, benches, artificial turf playing field, basketball courts, and a fire access lane.

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.

INSPECTION SERVICES:

- Geotechnical – observation, testing and reporting,
- Reinforcing bars – material ID, tag, sample,
- Cast-in-place concrete construction,
- Batch plant (on a periodic basis),
- Structural steel – field and/or shop fabrication, welding, and
- Management Oversight and Technical Support.

MATERIALS TESTING:

- Density testing of subgrade, asphalt concrete (AC), and aggregate base,
- Compressive strength tests of concrete,
- Reinforcing steel – bend and tensile tests,
- Concrete – slump and temperature tests, and
- Non-destructive testing ultrasonic/magnetic particle (NDT UT/MT).

ADDITIONAL SCOPE OF SERVICES:

- Technical consultations and a site visit by professional staff pertaining to the unanticipated underground utilities encountered in the parking area near the gymnasium and fire access lane,
- Hazardous material abatement oversight services for the Modernization phase of the project,
- Technical consultation and observation by professional staff during the placement of grout into existing underground utilities, and
- Technical consultations and a site visit by professional staff pertaining to the unsuitable subgrade encountered during the overexcavation of the playing field.

ASSUMPTIONS

- Our services will be scheduled, and coordinated by the Oakland Unified School District representative.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours; and that weekend and overtime work has been included in this cost proposal.
- Our services are subject to California prevailing wage law.
- Site visits made by professional staff, field inspectors and field technicians will be billed on a portal-to-portal basis, on a 2-hour minimum with 2-hour increments.
- As the Geotechnical Engineer-of-Record, Ninyo & Moore will perform soil and foundation-related construction monitoring for this project.
- Periodic batch plant inspection will be required during placement of concrete.

OVERVIEW OF TASKS

Task 1 – Geotechnical Observation – Testing and Reporting

- Remedial Grading, removals, fill placement, trench bottoms,
- Asphalt Concrete, sub-grade, aggregate base, density tests,
- Laboratory testing – Proctor density, and
- Provide reports of field and laboratory results.

Task 2 – Concrete/ Placement & Reinforcing Steel

- Material ID, tag, sample and perform bend and tensile testing of reinforcing steel,
- Collect and review tickets for each batch of concrete delivered,
- Sampling of concrete per project documents,
- Periodic batch plant inspections: consists of standard batch plant inspection and then following the first truck from the batch plant to the project site,
- Compressive strength testing of specimens of concrete,
- Pickup and delivery of samples to our laboratory for testing, and
- Review of mill test reports and certificates of compliance with project documents.

Task 3 – Structural Steel – Field welding

- Material ID and review manufacturer's certificates and test reports for compliance,
- Testing of unidentified material with prior approval,
- Review of welder certifications,
- Review of welding procedures specifications,
- Special inspection during structural welding, and
- Non-destructive testing of welds (UT, MT as needed).

Task 4 – Management Oversight and Technical Support

- Attend regular construction meetings (if requested),
- Our registered Engineer will provide oversight,
- Review of submittals – welding documents and submittals,
- Provide technical support,
- Provide review of testing and inspection reports, and
- Preparation and issue of DSA Final Verified Reports.

Task 5 – Additional Scope of Services

- Provide technical consultation for underground utilities encountered during overexcavation,
- Provide hazardous materials abatement oversight for Modernization phase,
- Provide technical consultation and observation during the placement of grout into existing underground utilities, and
- Provide technical consultation for unsuitable subgrade conditions.

ESTIMATED FEES

Our services for geotechnical observation and testing, materials testing, and special inspections will be provided on a time-and-materials basis accrued in accordance with the attached Schedule of Fees. Our estimated fee for the scope described above, subject to the listed assumptions, is \$37,840 (Thirty Seven Thousand Eight Hundred Forty Dollars). A summary of our estimated fee is provided in the following table and a detailed breakdown is included in Appendix A.

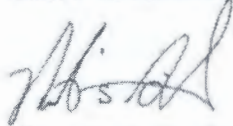
TASK	ESTIMATED FEES FOR GEOTECHNICAL AND MATERIALS TESTING AND INSPECTION SERVICES	ESTIMATED FEES
1.	Geotechnical Services	\$10,424
2.	Cast-in-Place Concrete	\$3,230
3.	Structural Steel	\$6,800
4.	Management, Administration, Technical Support, Final Reports	\$3,440
5.	Additional Scope of Services	\$13,946
	ESTIMATED FEES	\$37,840

AUTHORIZATION

It is our understanding that this work will be completed under the current contract terms between the District and Ninyo & Moore. If this proposal meets with your approval please provide the appropriate written authorization at your earliest convenience.

We appreciate the opportunity to present this proposal and look forward to continuing to work with you on this project. If you have any questions or require additional information, please contact us at (510) 343-3000.

Respectfully Submitted,
NINYO & MOORE



Nicholas S. Devlin
Project Engineer



Peter C. Connolly, PE, GE
Principal Engineer

NSD/PCC/caa

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

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

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

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
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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
Cleanliness 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.

APPENDIX A - ESTIMATED FEES FOR GEOTECHNICAL OBSERVATION AND TESTING, AND MATERIALS TESTING AND INSPECTION SERVICES						
P-82492: OAKLAND USD - Calvin Simmons Career Technical Science Building and Modernization						
	Site Visits	Hours Per Visit	Quantity (Hrs./ Tests)	Rate	Fee	Subtotal
TASK 1 - GEOTECHNICAL OBSERVATIONS, TESTING AND REPORTING						
Technician - earthwork: full day visits	8	8	64	\$85	\$5,440	
Technician - earthwork: 1/2 day visits	3	4	12	\$85	\$1,020	
Technician - AC, AB, & subgrade	2	8	16	\$85	\$1,380	
Nuclear Gage			92	\$12	\$1,104	
Sr. Staff Engineer	1	4	4	\$120	\$480	
Proctor density (ASTM D1557)			2	\$260	\$520	
Geotechnical Final Report per DSA			1	\$500	\$500	
ESTIMATED SUBTOTAL						\$10,424
TASK 2 - CAST-IN-PLACE CONCRETE/REINFORCING STEEL						
Casting of cylinders of compressive strength testing.						
Miscellaneous Concrete						
Technician (includes batch plant inspections)	2	4	8	\$85	\$680	
Sample pick-up after 24 hour cure period						
Technician	2	1	2	\$85	\$170	
Laboratory Tests - concrete and rebar						
Compression Tests, (5 Sets of 4)			20	\$30	\$600	
Bend and Tensile Testing of Steel Reinforcement			10	\$110	\$1,100	
Sample Steel Reinforcement						
Technician - material, ID, tag & sample, @ Fabricators	2	4	8	\$85	\$680	
ESTIMATED SUBTOTAL						\$3,230
TASK 3 - STRUCTURAL STEEL - welding						
Continuous inspection of shop fabrication, and field welding operations. (includes any UT/MT testing as needed). Site visits for welding of miscellaneous metals (stairs, gates, elevator rails, and ect.).						
Shop welding/NDT Level II						
AWS CWI	2	8	16	\$85	\$1,360	
Field Welding/NDT Level II						
AWS CWI	4	8	32	\$85	\$2,720	
Onsite - Miscellaneous field welding - stairs, and etc.						
AWS CWI	4	8	32	\$85	\$2,720	
ESTIMATED SUBTOTAL						\$6,800
TASK 4 - REPORTS, MANAGEMENT, AND ADMINISTRATION						
Project Manager - Project Management, Review of Submittals, Meetings			16	\$120	\$1,920	
Administration, Word Processing, Misc.			8	\$65	\$520	
Final Verified Reports (DSA 291, DSA 292, & DSA 293)			2	\$500	\$1,000	
ESTIMATED SUBTOTAL						\$3,440
TASK 5 - ADDITIONAL SCOPE OF SERVICES						
Technical Consultation for parking area and fire access lane						
Project Engineer			4	\$133	\$532	
Hazardous Materials Abatement Oversight						
Staff Engineer/Geologist			43	\$110	\$4,730	
Supervisory Technician			57	\$100	\$5,700	
Technical consultation for unsuitable subgrade						
Project Engineer			4	\$133	\$532	
Technical consultation and observation during grout placement						
Project Engineer			4	\$133	\$532	
Sr. Staff Engineer			16	\$120	\$1,920	
ESTIMATED SUBTOTAL						\$13,946
TOTAL ESTIMATED FEE FOR TESTING AND INSPECTION SERVICES						\$37,840

Board Office Use: Legislative File Info	
File ID Number	13-0695
Committee	Facilities
Introduction Date	4-24-2013
Enactment Number	13-0699
Enactment Date	4/24/13 AS



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Daring Students.

Memo

To Board of Education
From Tony Smith, Ph.D., Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date April 24, 2013
Subject Amendment No. 2, Independent Contractor Agreement for Professional Services - Ninyo & Moore - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 2, Independent Contractor Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$30,000.00 increasing previous contract amount from \$128,546.00 to a not to exceed amount of \$158,546.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Board of Education voted to transfer the Career Tech Building and its remaining funds to the Simmons School campus. This contract is part of a process that will located the buildings and play field on the Simmons campus.

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 Contractor Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not to exceed \$30,000.00 increasing previous contract amount from \$128,546.00 to a not to exceed amount of \$158,546.00. 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 including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**AMENDMENT NO. 2 TO INDEPENDENT
CONSULTANT CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Ninvo & Moore. OUSD entered into an Agreement with CONTRACTOR for services on June 27, 2012, and the parties agree to amend that Agreement as follows:

<p>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> <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 re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35th Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninvo & Moore will provide these tests and extensive environmental impact sampling.</u></p>
<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> <p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>
<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> <p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$30,000.00</u> to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <u>One hundred fifty-eight thousand, five hundred forty-six dollars and no cents (\$158,546.00)</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:**

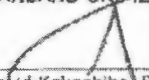
There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6-27-2012	The scope of the project is to provide professional services for materials testing and special inspections services for the various improvements in the existing two-story classroom building and the new construction of the Career Tech Lab building.	\$30,000.00

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


CONTRACTOR


David Kakashiba, President,
Board of Education

4/25/13
Date

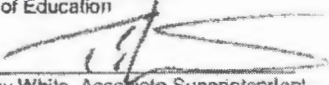

Contractor Signature

3-21-13
Date


Roger Rakeshaw, Jr., Secretary,
Board of Education

4/25/13
Date

TERENCE K WANG, GEN MGR
Print Name, Title


Timothy White, Associate Superintendent
Facilities, Planning and Management

4/24/13
Date

File ID Number: 13-0695
Introduction Date: 4/24/13
Enactment Number: 13-0699
Enactment Date: 4/24/13
By: [Signature]

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Thirty thousand dollars and no cents (\$30,000.00)

Description of Services to be Provided

1. Description of Services to be Provided

The scope of the project is to re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35th Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninyo & Moore will provide these tests and extensive environmental impact sampling.

2. Specific outcome:

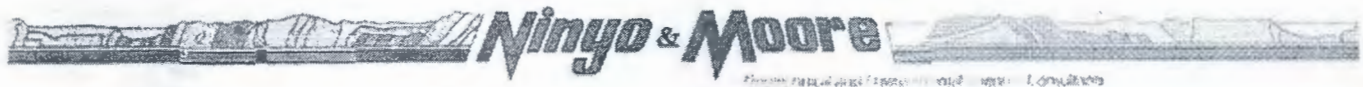
Develop social, emotional and physical health for a safe, healthy and supportive school.

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 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.epis.gov/epis/search.do.

Susie Butler-Berkey
 Susie Butler-Berkey
 Contract Analyst



March 4, 2013
Proposal No. P-82259

Mr. Al Anderson
Facilities Planning and Management Department
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: Revised Proposal for Limited Geotechnical Evaluation
Calvin Simmons School Sewer Realignment
2101 35th Avenue
Oakland, California

Reference: Ninyo & Moore, 2011, Geologic Hazards Assessment and Geotechnical Evaluation, Calvin Simmons Middle School, New Technical Career Science Building, 2101 35th Avenue, Oakland, California, Project No. 401805001, Dated November 1.

Dear Mr. Anderson:

In accordance with your request, Ninyo & Moore is pleased to submit this revised proposal to provide geotechnical and environmental consulting services for the Calvin Simmons School Sewer Realignment Project located at 2101 35th Avenue in Oakland, California. The revision includes the addition of analytical testing to our scope of work if indications of potential environmental impacts are observed during our subsurface exploration. Based on our conversations with you and review of plans prepared by Caliche Design Group (Caliche Design Group, 2012), the project consists of the realignment of existing sewer lines on the Calvin Simmons campus.

We understand that a new sewer line will be installed along the eastern property boundary of the campus and connected to the sewer main alignment along 35th Avenue. The proposed project will likely include the need for temporary shoring due to the close proximity of existing buildings and utilities to the new sewer alignments. Excavations of up to about 15 feet below the existing ground surface are anticipated for the project. Ninyo & Moore has prepared a geologic hazards assessment and geotechnical evaluation for the New Career Technical Science Building located on the southern portion of the Calvin Simmons School campus (Ninyo & Moore, 2011). Groundwater at the site was encountered at approximately 14½ to 27 feet below the existing ground surface during our subsurface exploration performed for the Career Technical Science Building. The site is not mapped within a Fault-Rupture Hazard Zone as defined by the

1956 Webster Street Suite 400 • Oakland, California 94612 • Phone (510) 343-3000 • Fax (510) 343-3001
San Diego Irvine Los Angeles Rancho Cucamonga • Oakland • San Francisco • San Jose Sacramento
Las Vegas Phoenix Tucson • Prescott Valley • Denver • El Paso Houston

Alquist-Priolo Special Earthquake Fault Zoning Act. Hazard maps indicate that the site is in a liquefaction hazard zone and in an area considered to be susceptible to liquefaction and related hazards.

The scope of our proposed geotechnical consulting services will consist of a subsurface evaluation to provide temporary shoring design parameters and recommendations for design and construction of the proposed sewer alignments.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

Geotechnical

- Perform a site reconnaissance to observe the general site conditions and to mark the proposed locations for subsurface exploration.
- Coordinate with Underground Service Alert to locate the underground utilities in the vicinity of the proposed exploratory borings. Perform a private utility survey to supplement the surveys performed by the utility owners.
- Obtain a boring permit from the Alameda County Public Works Agency (ACPWA).
- Perform a subsurface exploration consisting of two (2) exploratory borings. The borings will be advanced to a depth of about 25 feet below the existing ground surface. The actual depth of exploration will be influenced by the subsurface conditions encountered and the presence of fill material. The borings will be drilled using a limited-access portable drill rig. A representative of Ninyo & Moore will log the subsurface conditions exposed in the borings, and collect bulk and relatively undisturbed samples for laboratory testing. The borings will be backfilled with Portland cement grout in compliance with the ACPWA drilling permit, and pavement will be patched. The soil cuttings will be disposed of on-site and/or in a landfill after completion of our subsurface exploration.
- Perform laboratory tests on selected soil samples to evaluate soil moisture and dry density, grain size distribution, Atterberg limits, and unconfined compressive strength, as appropriate.
- Compile and analyze the field and laboratory data and the results to evaluate the following:
 - Subsurface conditions encountered at the site including stratigraphy and depth to groundwater.
 - Earthwork and compaction requirements including underground utility installation and suitability of the on-site soil for subgrade and use as fill material.
 - Lateral earth pressures for temporary shoring design and jacking reaction.

Ninyo & Moore

- Preparation of a limited geotechnical evaluation report presenting our findings, conclusions, and recommendations for design and construction of the proposed sewer line project.

Environmental Task 1

If impacts from metals or petroleum hydrocarbons are suspected in the geotechnical soil borings, we propose the follow scope of services.

- Collect up to one soil sample from each boring at the depth where potential impacts were observed and analyze for total petroleum hydrocarbons as diesel (TPHd), as gasoline (TPHg), and as motor oil (TPHmo) using EPA Method 8015M, Title 22 Metals using EPA Method 6010B, and volatile organic compounds (VOCs) using EPA Method 8260B. Soil cuttings from the geotechnical borings may be contained in a 55-gallon drum for storage and off-site disposal.

Environmental Task 2

If significant impacts from metals or petroleum hydrocarbons are detected in shallow soil AND the District would like to further evaluate the extent of impacts, we propose the follow scope of services.

- Perform a subsurface exploration consisting of four shallow borings using hand auger equipment. The depth of the hand excavations will be up to 5 feet below the existing grade. Up to two soil samples from each boring would be collected and analyzed for the constituents detected at elevated concentrations in Task 1 described above.

Environmental Task 3

If significant impacts from metals or petroleum hydrocarbons are detected in deeper soil AND the District would like to further evaluate the extent of the impacts, we propose the follow scope of services.

- Perform a subsurface exploration consisting of four borings advanced using a truck-mounted drill rig. The depth of the exploratory borings would be up to 20 feet below the existing grade. Up to two soil samples from each boring and one groundwater sample from the boring exhibiting the most significant impacts would be collected and analyzed for the constituents detected at elevated concentrations in Task 1 described above.

ASSUMPTIONS

The following assumptions have been made in preparing our scope of services:

- An ACPWA boring permit will be obtained by Ninyo & Moore. Inspection and application fees will be about \$305.

Ninyo & Moore

- Right-of-entry will be provided at no cost to Ninyo & Moore and our subsurface exploration will be performed during typical weekday work hours. Weekend or night work will not be necessary.
- Our firm will contact Underground Service Alert prior to performing our subsurface evaluation. However, OUSD will provide our firm with any additional information regarding the presence of utilities within the project area. Ninyo & Moore will not be responsible for utilities encountered during drilling that have not been marked out or shown on the plans.
- We assume that we will be able to complete our exploratory borings in 1 day. Unforeseen field conditions that impact the execution of the scope of work described above will be brought to the client's attention. Associated costs will be discussed with the client.
- If hazardous materials are encountered or suspected, the Environmental Task 1 scope of work described above will be performed to evaluate waste characterization, appropriate health and safety measures which may be required during sewer trenching, and disposal of the drum of soil cuttings. Additional solubility analysis may be required for waste characterization of soil if elevated concentrations of metals are detected. Up to two solubility analyses are included in our proposed costs.
- Environmental Tasks 2 and 3, described above, will be performed at the request of the District.

SCHEDULE

Ninyo & Moore is prepared to begin our services upon receipt of written authorization. Our field exploration will be completed approximately 2 weeks after receipt of the notice-to-proceed, assuming that there are no delays due to rig availability, permit processing, or inclement weather. We anticipate that our laboratory testing will be completed about 2 weeks after the exploratory borings and our revised geotechnical report will be issued about 4 weeks after completion of laboratory testing (approximately 8 weeks after receipt of the notice-to-proceed).

FEE

We propose to perform the Geotechnical scope of services described above, subject to the listed assumptions, for a lump-sum fee of **\$9,500 (Nine Thousand Five Hundred Dollars)**. This fee includes subcontractor and permit fees but does not include costs associated with additional post-report consultations, or attendance at meetings. These services can be provided upon request.

If indications of environmental impacts are observed in the soil encountered during our geotechnical exploratory borings, we propose to perform the Environmental Task 1 scope of services,

2101 35th Avenue
Oakland, California

March 4, 2013
Proposal No. P-82259

described above, subject to the listed assumptions, for an estimated fee of **\$1,500 (One Thousand Five Hundred Dollars)**.

If significant environmental impacts are detected in shallow soil encountered in our exploratory borings, we propose to perform the Environmental Task 2 scope of services, described above, subject to the listed assumptions, for an estimated fee of **\$5,000 (Five Thousand Dollars)**.

If significant environmental impacts are detected in deeper soil encountered in our geotechnical exploratory borings, we propose to perform the Environmental Task 3 scope of services, described above, subject to the listed assumptions, for an estimated fee of **\$14,000 (Fourteen Thousand Dollars)**.

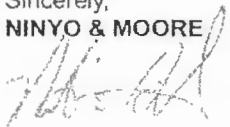
The combined total estimated fee for the Geotechnical and Environmental (Tasks 1, 2, and 3) scopes described above is **\$30,000 (Thirty Thousand Dollars)**.

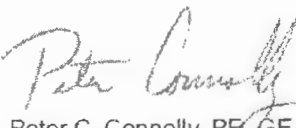
If the scope of services and proposed fee contained in this proposal are acceptable, please forward the appropriate written authorization at your earliest convenience.

An integral part of our project involvement is review of construction plans after design and before start of construction, and observation and testing during construction. The scope and budget of these follow-on services will be provided after review of the contractor's construction schedule.

We appreciate the opportunity to submit this proposal, and look forward to working with you on this project.

Sincerely,
NINYO & MOORE


Nicholas S. Devlin, PE
Project Engineer


Peter C. Connolly, PE, GE
Principal Engineer

NSD/PCC/CRA/csj

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

DESCRIPTIONS (Continued from Page 1)

primary per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

POLICY NUMBER: 630696R247

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:

Board Office Use: Legislative File Info.	
File ID Number	12-1797
Committee	Facilities
Introduction Date	6-27-2012
Enactment Number	12-1839
Enactment Date	6/27/12



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 June 27, 2012

Subject Amendment No. 1, Independent Consultant Agreement - Ninyo & Moore- Calvin Simmons Improvements and Career Tech Lab Project

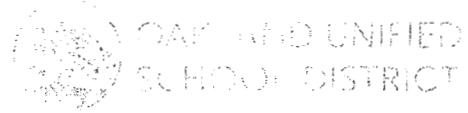
Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Ninyo & Moore for Material Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab in an amount not-to exceed \$89,146.00 increasing previous contract amount from \$39,400.00 to a not to exceed amount of \$128,546.00 and revising the end date from August 24, 2011 through December 31, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Material testing and special inspection services are required by Division of State Architect.

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. 1, Independent Consultant Agreement with Ninyo & Moore for Material Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab in an amount not to exceed \$89,146.00 increasing previous contract amount from \$39,400.00 to a not to exceed amount of \$128,546.00 and revising the end date from August 24, 2011 through December 31, 2011 to December 31, 2013. 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

Board Office Use: Legislative File Info.	
File ID Number	12-1797
Committee	Facilities
Introduction Date	6-27-2012
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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 27, 2012

Subject Amendment No. 1, Independent Consultant Agreement - Ninyo & Moore- Calvin Simmons Improvements and Career Tech Lab Project

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Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



AMENDMENT NO. 1 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 September 14, 2011, 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 professional services for materials testing and special inspection services for the various improvements in the existing two story classroom building and the new construction of the Career Tech Lab building.</u></p>		
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> .
<p>If term is changed: The contract term is extended by an additional Two (2) years, and the amended expiration date is December 31, 2013.</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="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$89,146.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <u>One hundred twenty-eight thousand, five hundred forty-six dollars (\$128,546.00)</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)
			\$

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 6/28/12
 Jody London, President, Board of Education Date

Edgar Rakeslaw, Jr. 6/28/12
 Edgar Rakeslaw, Jr., Secretary Date
 Board of Education

Timothy White 6/27/12
 Timothy White, Associate Superintendent Date
 Facilities, Planning and Management

CONTRACTOR

Terence K Wang 6/11/12
 Contractor Signature GE 2050 Date

Terence K Wang, General Manager
 Print Name, Title

File ID Number: 12-1797
 Introduction Date: 6/27/12
 Enactment Number: 12-1838
 Enactment Date: 6/27/12
 By: _____

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Eighty-nine thousand, one hundred forty-six dollars and no cents (\$89,146.00)

Description of Services to be Provided

1. **Description of Services to be Provided**
The scope of the project is to provide professional services for materials testing and special inspection services for the various improvements in the existing two story classroom building and the new construction of the Career Tech Lab building.

2. **Specific Outcomes:**
The schools will

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 type="checkbox"/> Safe, healthy and supportive schools
<input type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Engage and serve community district



April 23, 2012
Proposal No. P-81764B

Mr. Al Anderson
Project Manager
CALSED Facilities Planning and Management
375 High Street
Oakland, California 94612

Subject: Proposal for Materials Testing and Special Inspection Services
Career Technical Science Building Project
Calvin Simmons Middle School
2101 35th Avenue, Oakland, California
OUSD Project # 07040

Dear Mr. Anderson:

Ninyo & Moore is pleased to provide this revised proposal to perform Geotechnical Observation, Materials Testing and Special Inspection Services for the Career Technical Science Building Project to be located on the Campus of Calvin Simmons Middle School at 2101 35th Street in Oakland, California. The revisions include the following: structural steel and welding inspections, geotechnical observation and testing for the artificial turf soccer field and fire lane access, and inspection services for the various renovations to existing buildings and on site facilities. This proposal provides cost estimates and scope of services based on our review of the approved project plans and specifications, the Specifications, California Building Code, Title 24, and our previous experience performing services on similar projects.

PROJECT UNDERSTANDING AND PROPOSED CONSTRUCTION

Based on our review of available project documents including Calvin Simmons School Modernization Preliminary Cost Estimate – Revision 6 prepared by LCA Architects and dated February 22, 2011, our understanding that the overall development will consist of multi-phased construction. The construction phases pertinent to this cost proposal include Phases 1A and 1B and have been defined below:

- a. **Phase 1A - Career Technical Science Building:** Construct a new, 2-story Career Technical Science Building with a 15,000 sq. ft. site work.
- b. **Phase 1B - Building Modernization:** Includes a bathroom conversion, dividing walls in existing rooms, and electrical and plumbing repairs and more.



2101 35th Avenue
Oakland, California

April 23, 2012
Proposal No. P-81764B

C Phase 2A – Site Improvements: Includes accessible paths of travel, asphalt paving, concrete paving, new site utilities, cast in place site work of flatwork, ramps, benches, artificial turf soccer field, basketball courts, running track, and fire lane access.

The building will be located adjacent to 35th Avenue in an existing paved parking area in the southern portion of the campus. It is our understanding that the proposed building will be of steel frame construction with concrete patio areas. The artificial turf soccer field will be located west of the proposed building within an existing paved playground. An entry gate will be constructed east of the proposed building near the intersection of 35th Avenue and Galindo Street.

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:

SCOPE OF INSPECTIONS SERVICES INCLUDES:

- Geotechnical - observation, testing and reporting.
- Reinforcing bars – material ID, tag, sample
- Cast-in-place concrete construction
- Batch plant in a concrete plant
- Structural steel – field and shop fabrication, welding
- Metal decks, welded studs
- High strength bolting, and
- Other – Management Oversight and Technical Support

SCOPE OF MATERIALS TO BE TESTED INCLUDES:

- Compaction curves
- Density testing – approval, concrete, subgrade & aggregate base
- Gradation and fineness limits
- Evaporation tests
- Compressive strength tests – concrete
- Reinforcing steel – tensile tests
- Concrete – slump, temperature and air tests
- Compressive strength tests – concrete

Page 1 of 10

2121 25th Avenue
Oakland, California

April 23, 2012
Proposal No. P-81/848

- High strength bolts - field and laboratory testing of bolts, nuts, and washers,
- Load testing of post-installed anchors/dowels, and
- Non-destructive testing ultrasonic/magnetic particle (NDT/UT/MT)

ASSUMPTIONS

- Our services will be scheduled and coordinated by the Oakland Unified School District representative
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours, and that weekend and overtime work has been included in this cost proposal
- 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 and Moore's technicians and inspectors need to be members of the union
- Site visits made by professional staff, field inspectors, and field technicians will be billed on a per-visit-per-day basis, on a 2-hour minimum with 2-hour increments
- As the Geotechnical Engineer-of-Record, Ninyo & Moore will perform soil and foundation-related construction monitoring for this project
- DSA Project Inspector will typically perform inspection services related to
 - Placement of reinforcing steel and embedded elements
 - Placement of concrete
 - Load nailing patterns, and
 - Installation of post-tensioned anchors
- Ninyo & Moore will provide load testing of cast-in-place anchors as needed
- Cast-in-place wood forms (CLF) are not a part of this project and are not included in this estimate
- Aerial Litchplatz inspection will be required during placement of concrete
- In addition to the available schedule, for estimating purposes, we have assumed that a local steel fabricator will be chosen to provide the structural steel elements for this project. We have based our estimate for shop working inspection services on this assumption and our past experience with similar types of projects
- We have based our estimate for estimating purposes, we have based our estimate for field and laboratory testing on our past experience with similar types of projects
- Any required Formwork was included and is not included in this estimate but can be added if needed

Ninyo & Moore

OVERVIEW OF VARIOUS TASKS

Geotechnical Observation – Testing and Reporting

- Remedial grading, removals, fill placement, trench bottoms
- Asphalt/Concrete, subgrade, aggregate base, density tests
- Laboratory tests – compaction curves, gradations, proctors, Atterberg limits, Freeze stability, and sieve analysis, and
- Provide reports of field and laboratory results

Concrete Construction – Concrete Placement & Reinforcing Steel

- Material ID, tag, sample and perform bond and tensile testing of reinforcing steel
- Collect and review tickets for each batch of concrete delivered
- Sampling of concrete per project documents
- Mix design review
- Periodic batch plant inspections, consists of standard batch plant inspection and then following the first truck from the batch plant to the project site
- Compressive strength testing of specimens of concrete/grout
- Pickup and delivery of samples to our laboratory for testing.
- Review of all test reports and certificates of compliance with project documents, and
- *Special inspection of the placement of reinforcing steel prior to the placement of concrete (number of bars, size, spacing, clearance, grade, splices, cleanliness and location as per project structural drawings for reinforcing bars, ties, stirrups, bar supports)

Typically this inspection is performed by the Project Inspector, but can be provided if required.

Steel Construction – Structural Steel – Field welding & HS Bolting

- Material ID and review manufacturing certificates and test reports for compliance
- Testing of identified materials with project approval
- Review of welder certifications
- Review of welder procedures/certifications
- Review of project field and structural drawings
- Conductive tests per ASTM A708 as needed, and
- Inspect and test if/when per project specifications (as needed)

2101 35th Avenue
Oakland, California

April 23, 2012
Proposal No. P-81704B

Load Testing of Post-Installed Anchors/Dowels – Epoxy/expansion

- *Special inspection of post-installed anchors/dowels,
- *Inspect drilled holes for embedment depth, cleanliness and size,
- *Verify product type used, and
- Perform load testing

*We have assumed these inspections will be performed by the Project Inspector

Other: Management Oversight and Technical Support

- Attend pre-construction & regular construction meetings (if requested),
- Our registered Engineer will provide oversight,
- Review of submittals – concrete mixes designs, welding documents, and submittals,
- Provide technical support,
- Provide review of testing and inspection reports, and
- Preparation and issue of DSA Final Verified Reports.

PROPOSED ESTIMATED COST

See Appendix "A" for breakdown

TASK	ESTIMATED FEES FOR GEOTECHNICAL AND MATERIALS TESTING AND INSPECTION SERVICES	ESTIMATED FEES
1	Geotechnical Services	\$20,700
2	Cast-in Place Concrete	\$17,930
3	Structural Steel and Welding – field & bolting	\$40,120
4	Load Testing Post Installed Anchors/Dowels	\$4,080
5	Management Oversight Admin. Support, Issue Final Reports	\$6,226
	ESTIMATED FEES	\$89,146

ESTIMATED FEE

We propose to provide materials testing services on a time-and-materials basis at no expense without prior approval basis. Our estimated fee for the scope of services described herein is approximately \$89,146 (Eighty Nine Thousand One Hundred Forty Six Dollars) for the base

2101 35th Avenue
Oakland, California

April 23, 2012
Proposal No. P-81764B

scope of services. A detailed breakdown of our estimated fee is presented in the attached Appendix "A"

This is a time-and-materials, not-to-exceed estimate, not a lump-sum. We will provide services on an as-called basis and will require 24 hours notice for scheduling inspection and testing visits. Construction services are billed portal-to-portal from our Oakland office. Due to recent and anticipated changes to prevailing wage requirements, the Technician rate indicated below may need to be increased based on escalation in accordance with prevailing wage requirements. If required escalations in Technician rate will be discussed with you prior to taking effect. Rates shown are inclusive of non-specialized equipment needed to complete the work.

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) 943-1000.

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

Ninyo & Moore

Nancy A. Davis
District Engineer

NINYO & MOORE

Attachment: Appendix "A" - Breakdown of Estimated Fee
Schedule of Fees

Contact: (510) 943-1000 (see email)

Joseph K. Ward, P.E.
Principal Engineer

**APPENDIX "A" ESTIMATED FEES FOR CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES
P-91754B: OAKLAND USD -Garner Technical Science Building**

	Site Visits	Hours Per Visit	Quantity (Hrs./ Tests)	Rate	Fee	Subtotal
ANCHORS/DOWELS						
Testing of the post installed anchors and dowels						
Installation of anchors, dowels typically performed by Project Inspector Technician	0	0	0	\$85	\$0	
Load Testing (as required)	6		6	\$665	\$4,080	
ESTIMATED SUBTOTAL						\$4,080
REPORTS, MANAGEMENT, AND ADMIN						
Project Manager - Project Management, Review of Submittals, Meetings			20	\$120	\$2,400	
Administrative - Word Processing Misc			4		\$1,625	
Final Verified Reports (DSA 291, DSA 292 & DSA 293)			2	\$500	\$1,000	
ESTIMATED SUBTOTAL						\$5,025
TOTAL ESTIMATED FEE FOR TESTING AND INSPECTION SERVICES						\$89,146

2101 35th Avenue
Oakland, California

April 23, 2012
Proposal No. P-817648

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	\$ 95
Field/Laboratory Technician	\$ 95
Concrete/Asphalt Batch Plant Inspector	\$ 95
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, etc. (if proofing))	\$ 95
Technical Instructor-CAU Operator	\$ 90
Information Specialist	\$ 90
Data Processing, Technical Editing, or Reproduction	\$ 65

OTHER CHARGES

Concrete Curing Equipment (includes driver/technician)	\$ 145 /hr
RIP/RD Usage	\$ 120 /day
Anchor load test equipment (includes technician)	\$ 95 /hr
Hand Auger Equipment	\$ 55 /day
Inclinometer Usage	\$ 30 /hr
Soil Emission Kits	\$ 30 /kit
Level D Personal Protective Equipment (see person/pro/day)	\$ 25 /pd
Rebar Locator (Inclinometer)	\$ 22 /hr
Nuclear Density Gauge Usage	\$ 12 /hr
Field Vehicle Usage	\$ 0 /hr
Travel Project Expenses	Cost plus 10%
Laboratory testing, geophysical equipment, etc. (not shown) as provided per request	

NOTES (Field Services)

For field and laboratory technicians and field inspectors, regular rates are charged during normal weekday construction hours. Overtime rates apply when the regular rates are exceeded for work performed outside normal construction hours and on Saturday. Rates of twice the regular rates are charged for all work in excess of 10 hours in one day or on Sunday and holidays. Lead time for any requests for 24-hour field technician and special inspection rates are based on a 24-hour minimum with 2-3 week increments. Field personnel are charged partial to full.

INVOICES

Invoices will be submitted monthly and are due 15 days after the end of the month. Payment for invoices is due within 30 days.

TERMS AND CONDITIONS

These terms and conditions apply to all work performed under this proposal. All work is subject to the terms and conditions of the contract.

Department of Facilities Planning & Management

Request for Signature

To: Tadashi Nakadegawa

Timothy E. White

From: Saya Nhim

Date: April 25, 2012

Project Name: Calvin Simmons Improvements & CTECH Lab

Project Number: #07110

Type of Document:
Agreement Request – Ninyo and Moore Amendment #3

Reason for Request:
To provide materials testing and special inspection services

Project Manager Recommendation:
Please sign.

Client # 700

NINTOMOOR!

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE REVISED
05/01/12

INSURER

Dhaley, 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

- Travelers Property Casualty Co of Am
- American Automobile Ins. Co.
- Allera Excess & Surplus Insurance C

INSURED

Ninyo & Moore Chemical &
Environmental Sciences Consultant
1956 Webster Street, Suite 400
Oakland, CA 94612

COVERAGES

TYPE	DESCRIPTION	START DATE	END DATE	COVERAGES	LIMITS
A	GENERAL LIABILITY	10/03/11	10/03/12	<input type="checkbox"/> Bodily Injury <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> CCP <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Advertising/Promotional <input type="checkbox"/> Pollution	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
A	EXCESS LIABILITY	10/03/11	10/03/12	<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Contractual <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Advertising/Promotional <input type="checkbox"/> Pollution	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000
A	EXCESS LIABILITY	10/03/11	10/03/12	<input type="checkbox"/> Bodily Injury <input type="checkbox"/> Contractual <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Advertising/Promotional <input type="checkbox"/> Pollution	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	05/01/12	05/01/13	<input checked="" type="checkbox"/> Workers Compensation <input checked="" type="checkbox"/> Employers Liability	\$1,000,000 \$1,000,000
C	Other Professional & Contractors Pollution Liability	10/03/11	10/03/12	<input type="checkbox"/> Other Professional <input type="checkbox"/> Contractors <input type="checkbox"/> Pollution Liability	\$5,000,000 per Claim \$1,000,000 Annual Aggregate

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

EXCLUDED RISKS

Other Ten Day Delay for Non-Payment of Premium
This certificate is not valid unless the premium is paid in full by the insured on or before the date of the start of the policy period. If the premium is not paid in full by the insured on or before the date of the start of the policy period, the coverage provided by this certificate shall be void and of no effect.



AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	Calvin Simmons 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	Nick Devlin
OUSD Vendor ID #	L091800	Title	Project Manager
Street Address	1956 Webster Street, Suite 400	City	Oakland
Telephone	510-633-5640	State	CA
		Zip	94612
		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 #	07140		

Term			
Date Work Will Begin	8-24-2011	Date Work Will End By	12-31-2013
		(not more than 5 years from start date)	

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$128,546.00
Pay Rate Per Hour (if hourly)	\$	If Amendment, Changed Amount	\$ 89,146.00
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
9299, 9399, 9499, 9599, 9699	Measure B	2059901820	6252	\$89,146.00

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	510-679-8389	Fax 510-679-3673
1.	Capital Program Contract & Accounting Manager		Signature	Date Approved	6-12-12
2.	General Counsel, Department of Facilities Planning and Management		Signature	Date Approved	6-14-12
3.	Associate Superintendent, Facilities Planning and Management		Signature	Date Approved	
4.	President, Board of Education		Signature	Date Approved	

Board Office Uses: Legislative File Info.	
File ID Number	11-2198
Committee	Facilities
Introduction Date	9/7/2011
Enactment Number	11-1-104
Enactment Date	9-14-11



Memo

To: Board of Education

From: Eric J. Smith, Ed.D., Superintendent
 Terrell Rafter, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date: 10/10/2011

Subject: Professional Services Facilities Contract- 2011-2012
 Construction Improvements Project

Action Requested: The Board of Education of a Professional Services Facilities Contract for 2011-2012 for 2011-2012 Services components District of Capital Improvements Project in an amount not to exceed \$9,400,000. The term of this Agreement shall commence on 9/1/2011 and shall conclude no later than 8/31/2012.

Background: The Board of Education of Oakland Unified School District is seeking for the construction of a new building at the site of the former Oakland High School.

Local Business Participation Percentage: 0%

Strategic Alignment: The Board of Education of Oakland Unified School District is seeking for the construction of a new building at the site of the former Oakland High School. The project is aligned with the district's strategic plan.

The Board of Education of Oakland Unified School District is seeking for the construction of a new building at the site of the former Oakland High School. The project is aligned with the district's strategic plan. The project is a capital improvement project and is expected to be completed by the end of the fiscal year 2012. The project is a high priority for the district and is expected to have a significant impact on the district's operations. The project is a high priority for the district and is expected to have a significant impact on the district's operations.



OAKLAND UNIFIED
SCHOOL DISTRICT

Empowering Schools Through Smart Investments

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 care for 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

Approved by the Board of Education of a Professional Services Facilities Contract with Minyo & Moore for Geotech Services on behalf of the District at Calvin Simmons Improvements Project, in an amount not to exceed \$39,400.00. The term of this Agreement shall commence on 8/24/2011 and shall conclude no later than 12/31/11.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

6170

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of August 12, 2011, between the Oakland Unified School District ("District") and Nancy & Michael Consultant ("together, "Parties").

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit A attached hereto and incorporated herein by this reference ("Service" or "Work")—as stated on 8/10/11.
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 of services and schedule to provide services shall be in accordance with the schedule related to the Consultant's Proposal, Attachment "A."
3. **Submission 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 policy(ies) and the endorsement(s) of insurance required as indicated below:

- General Agreement
- Worker's Compensation Certificate, if necessary
- Criminal Background Investigation Certificate, if necessary
- Insurance Certificates and Endorsements
- W-9 Form

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" in the proposal for these services, but in no event shall total fees, costs, and expenses exceed \$22,500, 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 provided by Attachment "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be deemed an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered District employees, agents, or joint contractors of the District, and are not entitled to benefits or any kind of status normally afforded to employees of the District and/or to wages, benefits, compensation, or overtime pay. Consultant shall be an independent contractor for purposes of all federal, state, and local laws, regulations, and ordinances, including but not limited to, unemployment benefits and workers' compensation. Consultant shall be responsible for all taxes.

Materials. Consultant shall furnish at his/her own expense all labor, material, equipment, supplies and other items necessary to complete the term of the Work 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 standards of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogues, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with the 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 on 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 sue 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 entries of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audits may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audits during Consultant's normal business hours, unless Consultant or otherwise consents.

12. **Termination**

- 12.1 **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and its relationship with Consultant only for services satisfactorily rendered to the date of termination. Written notice to the District shall be sufficient to terminate the Agreement and Consultant's consent. Notice shall be deemed given if delivered by the Consultant or its agent that 30 days after the date of mailing of the notice to the District, if the District does not advise the Consultant pursuant to the Agreement that it objects to the termination. Consultant shall be responsible for the completion of all work completed to the date of termination and shall deliver such work to the District.
- 12.2 **Without Cause by Consultant.** Consultant may, upon written notice (50 days notice) with or without cause, terminate this Agreement for cause. Termination by Consultant shall only be effective if the notice is received by the District at least 30 days prior to the date of termination.

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.

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

- 1.1.1. material violation of this Agreement by the Consultant; or
- 1.1.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 1.1.3. 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 shall be given three (3) calendar days after that time the condition or violation shall exist. If 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 procure the required services from another Consultant. If the expense, loss, and costs to the District exceeds the cost of providing services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, loss, and/or costs to the District upon demand of the District's notice of these expense, loss, and/or costs. The foregoing provisions are in addition to and not in limitation of any other remedies available to the District.

1.1.4. Upon termination, Consultant shall provide to District all documents produced in connection with the performance of the Consultant pursuant to this Agreement, whether or not such documents are held in confidence.

- 2. **Indemnification.** The Consultant shall indemnify and hold harmless the District, the State of Oklahoma, and its employees, representatives, officers, contractors, agents, assigns, trustees, and successors from and against all claims, damages, costs, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the District, the State of Oklahoma, or its employees, representatives, officers, contractors, agents, assigns, trustees, and successors, in connection with the performance of the Consultant's obligations under this Agreement, whether or not such claims, damages, costs, and expenses are caused in whole or in part by the negligence or active or passive negligence of the Consultant, its employees, representatives, officers, assigns, trustees, and successors, or by the negligence or active or passive negligence of the District, the State of Oklahoma, or its employees, representatives, officers, contractors, agents, assigns, trustees, and successors.

14. Insurance

14.1 The Consultant shall procure and maintain at all times a period as any portion of the Services the following insurance:

14.1.1 **General Liability.** Commercial liability insurance of \$1,000,000 combined single limit per occurrence to cover liability for property damage in the form of Commercial General Liability, Commercial Liability, Commercial General Liability or other form with a general aggregate limit in each, either the general aggregate limit shall not be less than the project location or the general aggregate limit shall not be less than the project location limit.

14.1.2 **Automobile Liability Insurance.** Automobile Liability Insurance, Decatur Insurance, that shall protect the Consultant and persons from all claims of bodily injury, property damage, personal injury and medical payments arising from any portion of the Services of the Consultant.

14.1.3 **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees, the Consultant shall maintain an Agreement and to the extent required by the applicable jurisdiction of laws. Consultant shall keep in full force and effect a Workers' Compensation policy that policy shall provide employer liability coverage with a maximum liability of One Million Dollars per employee per occurrence and per aggregate limit. Consultant shall provide an endorsement indicating the contractor's right of subrogation against the District and its respective agents, contractors, subcontractors, agents, representatives, consultants, and other parties.

14.1.4 **Other Insurance.** Consultant shall maintain liability and automobile liability policies for its employees, contractors and subcontractors in the following amounts: (1) liability insurance for general liability, consultant's, contractor's, subcontractor's, and professional liability, with a combined aggregate limit of ten million dollars; (2) automobile liability insurance for all vehicles owned, leased, hired, or borrowed by the Consultant, its employees, contractors, subcontractors, and agents, with a combined aggregate limit of one million dollars; (3) instruments of service and contracts, with a combined aggregate limit of one million dollars; (4) any other insurance required by the District or approved by the District; and (5) any other insurance required by the District or approved by the District.

14.1.5 **Professional Liability Insurance.** Consultant shall maintain a professional liability insurance policy with a combined aggregate limit of ten million dollars per occurrence and per aggregate limit. Consultant shall provide an endorsement indicating the contractor's right of subrogation against the District and its respective agents, contractors, subcontractors, agents, representatives, consultants, and other parties.

14.1.6 **Professional Liability Insurance.** Consultant shall apply the same requirements to its subcontractors as it applies to its own employees, contractors, and subcontractors.

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 body 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 law, ordinance, rule 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 all professional 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 this contract there be no discrimination against any employee engaged in the work because of race, ethnicity, national origin, religious creed, physical disability, marital and non-marital status, sexual orientation, gender, or age and therefore the Consultant shall comply with all applicable federal and California laws and regulations, but not limited to the California Fair Employment and Housing Act, Government Code Section 12900, and the California Fair Employment Act, Government Code Section 12900.

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 children and the

Independent Contract Agreement For Special Services

provision of service 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, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors 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.

Handwritten mark

21. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.

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 subcontractors and each of their performance;

21.2. Announced and unannounced, observation of Consultant, Consultant's employee(s), or subcontractor(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, no person 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 profit 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 agents, personnel, employees, and/or subcontractor(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 received and received if given in writing and either personally delivered or sent by registered mail, return receipt requested by certified mail, postage prepaid, return receipt requested, or by overnight delivery service, or electronic transmission and listed in Exhibit A.

District

Timothy L. White
Assistant Superintendent
Facilities Planning and
Management
955 High Street
Oakland, CA 94612

Consultant

Carm Azabek
Carwo & Moore
1350 Webster Street, Ste. 800
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 Records and Exhibits.** The Record 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: _____, 20____

Date: 5/15 2011

By: _____

By: [Signature]

Print Name: _____

Print Name: Kristopher M. Larson, PG

Its: _____

Its: KML

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]
Gary Yee, President, Board of Education

Date: 9/16/11

By: [Signature]
Edgar Rakestraw, Jr., Board Secretary

Date: 9/16/11

By: [Signature]
Timothy E. White, Assistant Superintendent
Facilities Planning and Management

Date: _____

File ID Number: 11-2198
Introduction Date: 9-7-11
Enactment Number: 11-1763
Enactment Date: 9-17-11
By: AZ

Information regarding Consultant:

Consultant: Ninno & Moore

33-0269828

License No.: 697063

Employer Identification and/or Social Security Number

Address: 1956 Webster St, #100
Dakeland, Ca 94611

Telephone: 510-633-5640

Facsimile: 510-633-5646

E-Mail: KLarson@ninnoandmoore.com

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.

Type of Business Entity:

- Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: Ca
 Limited Liability Company
 Other: _____

Attachment A

Scope of Services

1. The scope of the project is to provide environmental sampling activities for the new Career Tech Science Lab Building located at the Calvin Simmons Campus. Soil samples will be collected at 6 boring locations for environmental testing to evaluate potential contamination in shallow soil. Based on the results, further soil sampling may be needed.
2. The Life Academy Career Tech Lab Building will be relocated to Calvin Simmons campus. In order to appropriately design the foundation, the architect will need to know the composite. Ninyo and Moore will provide this report. Vendor to provide geotech evaluation on the soil.

Client#: 704

0000000001

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE REVISED
04/28/11

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 455-3090 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
1958 Webster Street, Suite 400
Oakland, CA 94612

INSURER
Travelers Property Casualty Co of Am
American Automobile Ins. Co.
Lexington Ins. Co.
INSURER
INSURER

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. APPLICABLE LIMITS & COVERAGES HAVE BEEN INDICATED BY THIS CERTIFICATE.

FORM NO.	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS <input checked="" type="checkbox"/> OCP SELF-INSURED RETENTION (SIR) <input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000	01009167247	10/03/10	10/03/11	BODILY INJURY \$1,000,000 PROPERTY DAMAGE \$200,000 MEDICAL EXPENSE \$10,000 ADVERTISING \$1,000,000 PRODUCTS \$2,000,000 CONTRACTORS \$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	01009167247	10/03/10	10/03/11	BODILY INJURY \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UNINSURED MOTORIST \$ UNINSURED MOTORIST (Per accident) \$
A	COMING LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ ATTENTION \$	01009167247	10/03/10	10/03/11	BODILY INJURY \$1,000,000 PROPERTY DAMAGE \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	W2000007444	05/01/11	05/01/12	BODILY INJURY \$1,000,000 DEATH BENEFIT \$1,000,000 MEDICAL BENEFIT \$1,000,000
C	OTHER PROFESSIONAL <input checked="" type="checkbox"/> Contractor's <input type="checkbox"/> Pollution Liab.	01009167247	10/03/10	10/03/11	\$5,000,000 per Claim \$5,000,000 Anni Aggr.

DESCRIPTION OF OPERATIONS, ACTIVITIES AND SERVICES COVERED BY THIS GENERAL LIABILITY POLICY:

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

NEP Project # 401495032 - City of Oakland, As Needed Environmental Consulting Services.

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Oakland - Dept of
Contracting & Purchasing
Contract Adm. Division
250 Frank H. Ogawa Plaza, Ste 3341
Oakland, CA 94612

CANCELLATION

IF YOU WANT TO CANCEL THIS POLICY, YOU MUST WRITE TO THE INSURER AT LEAST 30 DAYS BEFORE THE EXPIRATION DATE OF THIS POLICY. THE INSURER WILL RETURN YOUR PREMIUM AND CANCEL THIS POLICY. IF YOU WANT TO RENEW THIS POLICY, YOU MUST WRITE TO THE INSURER AT LEAST 30 DAYS BEFORE THE EXPIRATION DATE OF THIS POLICY.

INSURER

INSURER

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED:
The City of Oakland, its Councilmembers, directors, officers, agents and employees.

COMMERCIAL GENERAL LIABILITY insurance is primary and non-contributory per policy form wording.

Severability of interests apply per policy form wording.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This endorsement is not to be completed only when this endorsement is issued subsequent to preparation of the policy.

The endorsement number of this policy is 027-0993-164

Issued on August 15, 1988 at San Francisco, CA 94105

By: [Signature] August 15, 1988 Co

Premium of only \$0.00

We have agreed to waive our right to recover 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).

Yet, we will not be held liable for recovery of damages regarding the remuneration of your employees who are engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers compensation premium otherwise due on this policy.

Schedule

Person or Organization	Job Description
[Faded text]	RSF - Project # 401495XXX - City of Oakland, As Needed Environmental Consulting Services.

[Signature]

THE UNIVERSITY OF

CHICAGO

LIBRARY

PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Performance and Career Tech Lab	Site	Calvin Simmons Middle School

Key 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	Nimo & Moore	Agency's Contact	Carm Atabek
ORCA Vendor ID #	V000012	Title	Project Manager
Street Address	1956 Webster Street, Suite 400	City	Oakland State CA Zip 94612
Telephone	510-633-5640	Policy Expires	10-3-11
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 #	07140		

Term			
Date Work Will Begin	8-24-2011	Date Work Will End By	12-31-2011
Indicate if for 3 years from start date.			

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$39,400.00
Pay Rate Per Hour	\$	If Amendment, Changed Amount	\$
Other	Maximum Number		

Budget Information				
If you are planning to make a contract using LEP funds, please contact the State and Federal Office before completing registration.				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2009001020	0170	\$39,400.00
				\$

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	510-633-7801	Fax	510-639-3573
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	8-15-11		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	8/15/11		
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			



OAKLAND UNIFIED
SCHOOL DISTRICT

Com: unity Scho ls, Thriving Students

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name	Calvin Simmons Improvements and Career Tech	Site	Calvin Simmons MS
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Basic Directions

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

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

Contractor Information

Contractor Name	Ninyo & Moore	Agency's Contact	Nick Devlin
OUSD Vendor ID #	V058012	Title	Project Manager
Street Address	1956 Webster Street, Suite 400	City	Oakland
Telephone	510-633-5640	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Policy Expires	10-3-2013
OUSD Project #	07140	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term

Date Work Will Begin	8-24-11	Date Work Will End By	12-31-2013
		(not more than 5 years from start date)	

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ 156,546.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 30,000.00
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	County School Facilities	2059003821	6252	\$30,000.00

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	3-26-13
2.	General Counsel, Department of Facilities Planning and Management		Signature		Date Approved	3-29-13
3.	Associate Superintendent, Facilities Planning and Management		Signature		Date Approved	
4.	President, Board of Education		Signature		Date Approved	

Client#: 704

NINYOMOOR1

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 10/02/2013
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.	
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1956 Webster Street, Suite 400 Oakland, CA 94612	INSURERS AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co INSURER B: American Automobile Ins. Co. INSURER C: Alterra Excess & Surplus Ins. 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	6308986R247	10/03/13	10/03/14	EACH OCCURRENCE \$1,000,000
	<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				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/DP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	8108986R247	10/03/13	10/03/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY	CUP8986R247	10/03/13	10/03/14	EACH OCCURRENCE \$9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$9,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81009371	05/01/13	05/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
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.

CERTIFICATE HOLDER **** Sample Certificate ****	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL DISPATCH MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY DISPATCH DISPATCH AUTHORIZED REPRESENTATIVE
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AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	205
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	10-3-2014				
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 #	07140						

Term			
Date Work Will Begin	8-24-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	2-8-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$196,386.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 37,840.00
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	2059003821	6252	\$37,840.00

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>					
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	12/17/13		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	1-7-14		
3.	Associate Superintendent, Facilities Planning and Management				
	Signature	Date Approved			
4.	Deputy Superintendent				
5.	President, Board of Education				
	Signature	Date Approved			