

Board Office Use: Legislative File Info.	
File ID Number	19-1770
Introduction Date	10-10-2019
Enactment Number	19-1430
Enactment Date	10/10/19 If



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent  
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date October 10, 2019

Subject Award of Contract for Consulting Services for the Cole Administration Center Project to Ninyo and Moore

**Action Requested** Approval by the Board of Education of Resolution No. 1920-0029, Award of Contract for Consulting Services on behalf of the District to **Ninyo & Moore**, Oakland, California, for the **Cole Administration Center Project** in the amount of **\$30,000.00, which includes a contingency fee of \$9,671.50**, as the selected contractor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said bidder with work scheduled to commence on **October 11, 2019**, and scheduled to last **December 31, 2022** pursuant to the contract. Contractor was selected without competitive bidding because environmental services. This vender was selected based on demonstrated competence and professional qualifications through an RFP process and competitive bidding was not required. (Government Code §4526)

**Discussion** Vendor to provide environmental consulting services in accordance with the EPA (Environmental Protection Agency). Prepare environmental documents, with historical and regulatory background information to evaluate the presence of unknown or suspected contamination for Phase I & II.

**LBP** (Local Business Participation Percentage) 00.00%

**Recommendation** Approval by the Board of Education of Resolution No. 1920-0029, Award of Contract for Consulting Services on behalf of the District to **Ninyo & Moore**, Oakland, California, for the **Cole Administration Center Project** in the amount of **\$30,000.00, which includes a contingency fee of \$9,671.50**, as the selected contractor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said contractor with work scheduled to commence on **October 11, 2019**, and scheduled to last until **December 31, 2022** pursuant to the contract.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Agreement
- Consultant Fee Schedule
- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office With Every**  
**Agenda Contract.**

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities Planning & Management

**Vendor Name:** Ninyo & Moore

**Project Name:** Cole Administration Center                      **Project No.:** 19119

**Contract Term:** Intended Start: 10-11-2019                      Intended End: 12-31-2022

Amended End: \_\_\_\_\_

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$30,000.00

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they meet the requirements of the**

**Local Business Policy?**     Yes (No if Unchecked)

**How was this contractor or vendor selected?**

Through an RFP Process

**Summarize the services or supplies this contractor or vendor will be providing.**

Vendor will provide Environmental Site Assessment Consulting services. Phase I - Prepare, review and order environmental documents, in accordance with the EPA (Environmental Protection Agency). Documents includes those with historical and regulatory background information to evaluate the presence of unknown or suspected contamination. Phase II – Site assessment – preparation of health and safety plan, application for drilling permit and private utility clearance.

**Was this contract competitively bid?**        Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

Vendor has done work for the District before. Based on their past experience of expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

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**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1920-0029**

**AWARD OF GENERAL SERVICES AGREEMENT - ENVIRONMENTAL SERVICES  
THE COLE ADMINISTRATION CENTER PROJECT  
[Non-Bid Award]**

**WHEREAS**, the District has selected **Ninyo & Moore** (“Contractor”) for the **Cole Administration Center Project**, no. **19119**, consisting of providing Environmental Site Assessment Consulting services for Phase I & II includes preparation in accordance with the EPA (Environmental Protection Agency) environmental documents, with historical and regulatory background information to evaluate the unknown or suspected contamination. (“Project”); and,

**WHEREAS**, no competitive bidding was used for the contract for the Project (“Contract”) because environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526); and,

**WHEREAS**, the selected contractor has met the goals for local business participation, as required by the District’s policy for such participation; and,

**WHEREAS**, the Contract has been approved as to form by General Counsel.

**NOW, THEREFORE, BE IT RESOLVED**, that the Contract signed by Contractor in the amount of **THIRTY THOUSAND DOLLARS NO/100 (\$30,000.00)** shall be and is hereby accepted and awarded by the Board of Education; and,

**BE IT FURTHER RESOLVED**, that the President and Secretary of the Board be hereby authorized to sign the Contract on behalf of the District.

Passed by the following vote:

PREFERENTIAL AYES: Student Directors Mica Smith–Dahl and Denilson Garibo

PREFERENTIAL NOES: None



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students

YEA: Gary Yee, Roseann Torres, Shanthi Gonzales, James Harris, Vice President Jody London,  
and President Aimee Eng

NOES: None

ABSENT: Jumoke Hinton Hodge

ABSTAINED: None

RECUSED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on **October 10, 2019**.

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Kyla Johnson-Trammell, Secretary,  
Board of Education

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **October 11, 2019** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Ninyo & Moore** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): is an environmental consulting, geotechnical engineering, engineering geology, materials testing and special inspection services to clients in the governmental (federal, state, and local), commercial, and private sectors. Our firm was incorporated in the State of California as an “S” Corporation on March 3, 1987. Ninyo & Moore pledges to complete each and every project assignment in a high-quality manner with special attention given to quality assurance, timeliness, and cost. Specific strengths of Ninyo & Moore, which we believe make us exceptionally well qualified to undertake the requested on-call services, include: Ninyo & Moore has successfully completed hundreds of environmental, geotechnical and soils & materials testing projects for many agencies and local municipalities. Experienced professionals include environmental scientists, registered geotechnical and civil engineers, geologists, hydrogeologists, engineering geologists, Geophysicists, and specialists in fields such as regulatory compliance and interpretation, hazardous materials/ waste management, health and safety, and remedial action planning. *[See attached Proposal]*
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **October 11, 2019** and shall terminate upon completion of the Services, but no later than **December 31, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s

insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the attached Fee Schedule (See attached), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **THIRTY THOUSAND DOLLARS NO/100 (\$30,000.00) (This Fee includes a contingency of \$9,671.50)**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$ 1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any



portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

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\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees

that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- Roof project certification (if required; see Public Contract Code §3006).
- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

\*\*\*\*\*

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Aimee Eng 10/11/19

Aimee Eng, Date  
President, Board of Education

Kyla Johnson-Trammell 10/11/19

Kyla Johnson-Trammell, Date  
Superintendent, Board of Education

Timothy White 9/13/19  
Date  
Deputy Chief, Facilities Planning & Management

Approved As to Form: [Signature] 9/3/19  
Date  
OUSD Facilities Legal Counsel

**CONTRACTOR:**

Ninyo & Moore

By: [Signature]

Name: Kris Larson, P.G., QSD

Title: Principal Geologist



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 510-465-3090		<b>FAX (A/C, No):</b> 510-452-2193
	<b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com		
<b>INSURED</b> Ninyo & Moore Geotechnical & Environmental Sciences Consultants 2020 Challenger Drive, Suite 103 Alameda CA 94501	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Travelers Property Casualty Co of Ameri		25674
	<b>INSURER B:</b> American Automobile Ins. Co.		21849
	<b>INSURER C:</b> Evanston Insurance Company		35378
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 772809940                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6308986R247	10/3/2018	10/3/2019	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8108986R247	10/3/2018	10/3/2019	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 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	CUP9J428527	10/3/2018	10/3/2019	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 9,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0089731901	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab & Contractor's Pollution Liab.	Y		MKLV7PL0003340	10/3/2018	4/3/2020	Per Claim Annual Aggregate	\$5,000,000 \$5,000,000

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

Re: Oakland Unified School District (OUSD) Cole Administration Center  
 Oakland Unified School District, its Board of Trustees, officers, agents, and employees are named as Additional Insured as respects General & Auto Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsements.

**CERTIFICATE HOLDER****CANCELLATION 30 Day NOC/10 Day for NonPay of Prem**

Oakland Unified School District Attn: Juanita Hunter 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## 2.6. Professional Fees

**Table 1 - Breakdown of Estimated Fee for Phase I ESA**
**RAW and O&M Plan**

Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 155.00 /hour	\$ 310.00
Senior Engineer/Geologist/Environmental Scientist	hour	@	\$ 150.00 /hour	\$ -
Project Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 133.00 /hour	\$ 532.00
Senior Staff Engineer/Geologist/Environmental Scientist	28 hours	@	\$ 120.00 /hour	\$ 3,360.00
Technical Illustrator/CAD Operator	2 hours	@	\$ 80.00 /hour	\$ 160.00
Data Processing, Technical Editing, or Reproduction	2 hours	@	\$ 65.00 /hour	\$ 130.00
<b>Subtotal</b>				<b>\$ 4,492.00</b>

**TOTAL PHASE I ESA ESTIMATED FEE**
**\$ 4,492.00**
**Table 2 - Breakdown of Estimated Fee for Phase II ESA**
**Subsurface Evaluation**

Principal Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 155.00 /hour	\$ 620.00
Senior Project Engineer/Geologist/Environmental Scientist	hour	@	\$ 140.00 /hour	\$ -
Project Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 133.00 /hour	\$ 532.00
Senior Staff Engineer/Geologist/Environmental Scientist	16 hours	@	\$ 120.00 /hour	\$ 1,920.00
Drilling Subcontractor	1 days	@	\$ 2,500.00 /day	\$ 2,875.00
Utility Surveyor Subcontractor	2 hours	@	\$ 300.00 /hour	\$ 600.00
Permits	1 ea	@	\$ 300.00 /ea	\$ 345.00
IDW	1 ea	@	\$ 250.00 /ea	\$ 287.50
<b>Subtotal</b>				<b>\$ 7,179.50</b>

**Field Consumables**

PID/FID Usage	2 days	@	\$ 150.00 /day	\$ 300.00
Level D Personal Protective Equipment (person/date [p/d])	2 days	@	\$ 25.00 /day	\$ 50.00
Field Vehicle Usage	2 days	@	\$ 50.00 /day	\$ 100.00
<b>Subtotal</b>				<b>\$ 450.00</b>

**Environmental Laboratory Analysis**

OPCs using EPA Method 8081A	8 tests	@	\$ 80.00 /test	\$ 1,056.00
Title 22 Metals using EPA Method 6010	8 tests	@	\$ 130.00 /test	\$ 1,196.00
TPHg/VOCs using EPA Method 8260B	12 tests	@	\$ 120.00 /test	\$ 1,656.00
TPHd/mo using EPA Method 8015	12 tests	@	\$ 55.00 /test	\$ 759.00
PCBs using EPA Method 8082	8 tests	@	\$ 70.00 /test	\$ 644.00
SVOCs using EPA Method 8270 SIM	8 tests	@	\$ 190.00 /test	\$ 1,748.00
<b>Subtotal</b>				<b>\$ 7,059.00</b>

**Data Compilation and Analysis**

Senior Staff Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 120.00 /hour	\$ 960.00
<b>Subtotal</b>				<b>\$ 960.00</b>

**Phase II ESA Report**

Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 155.00 /hour	\$ 310.00
Senior Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 150.00 /hour	\$ 1,200.00
Senior Staff Engineer/Geologist/Environmental Scientist	24 hours	@	\$ 120.00 /hour	\$ 2,880.00
Technical Illustrator/CAD Operator	2 hours	@	\$ 80.00 /hour	\$ 160.00
Data Processing, Technical Editing, or Reproduction	2 hours	@	\$ 65.00 /hour	\$ 130.00
<b>Subtotal</b>				<b>\$ 4,680.00</b>

**TOTAL PHASE II ESA ESTIMATED FEE**
**\$ 20,328.50**

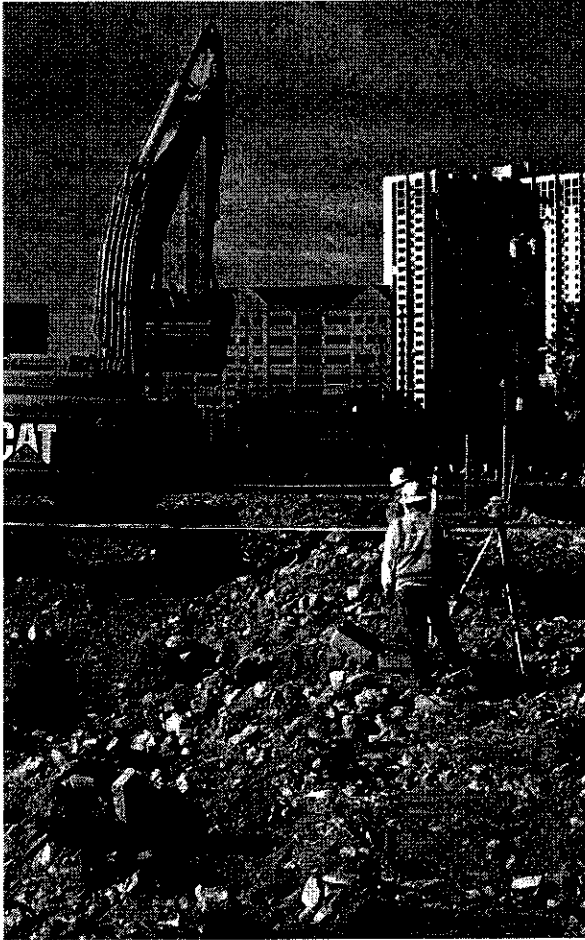


# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

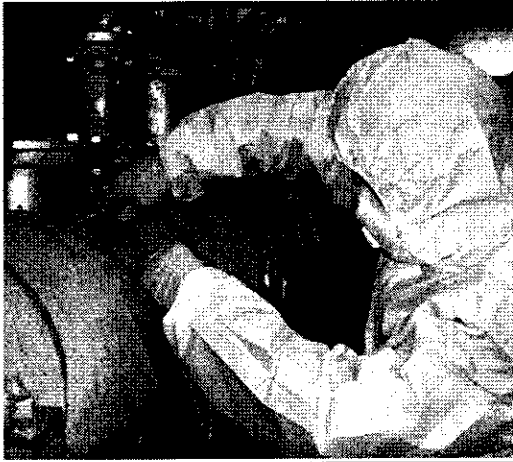
**Teach | Grow | Inspire**

Oakland Unified School District  
Mr. Tadashi Nakadegawa, Acting Executive Director  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601



Proposal for

## Environmental Site Assessment Consulting Services for Central Administrative Center



July 12, 2019  
Proposal No. P09OAK-00856

**Ninyo & Moore**

Geotechnical & Environmental Sciences Consultants

## 2.1. Letter of Interest



Geotechnical & Environmental Sciences Consultants

July 12, 2019  
Proposal No. P09OAK-00856

Oakland Unified School District  
Mr. Tadashi Nakadegawa, Acting Executive Director  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601

**Subject: Proposal for Environmental Site Assessment Consulting Services for Central Administrative Center**

Dear Mr. Nakadegawa:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants is pleased to submit our qualifications and proposal for Environmental Site Assessment Consulting Services for Central Administrative Center to the Oakland Unified School District (District). This is in response to the District's Request for Qualifications and Proposals (RFQ/P) issued June 19, 2019.

Established in 1986, Ninyo & Moore, a **Minority-owned Business Enterprise (MBE)**, is one of the largest firms in the western United States specializing in **Environmental Engineering, Geotechnical Engineering, and Materials Testing and Inspection Services**. Our staff has successfully completed hundreds of projects for municipal and governmental agencies throughout Northern California. Company-wide, we have a staff of 488 professionals located within our 18 offices throughout the Western United States. In the San Francisco Bay Area, we have offices in Alameda, Oakland, San Francisco, and San Jose, and also have support from our West Sacramento office. **Our specialty is K-12 and community colleges**, having successfully completed hundreds of educational facility projects throughout the Bay Area.

Our team will be led by our proposed **Project Manager, Mr. Peter Sims, PG**, who has 13 years of experience in the environmental field and is responsible for writing reports and conducting associated fieldwork for a variety of environmental projects, including Soil and Groundwater Management Plans, Phase I and Phase II Environmental Site Assessments, groundwater remediation, and soil remediation. **Mr. Kristopher Larson**, our proposed **Principal-In-Charge**, is an authorized representative of Ninyo & Moore with the authority to negotiate on behalf of the firm, and is able to commit the company to the terms of the contract that would ensue as a result of this submittal. **The District's primary contact person for this contract will be Mr. Larson and his contact information is provided below:**

**Ninyo & Moore Geotechnical and Environmental Sciences Consultants | Mr. Kristopher Larson, PG, QSP/QSD**  
**3240 Peralta Street, Unit #3, Oakland, California 94608**  
**Tel: 510.343.3000, Ext. 15212 | Fax: 510.343.3001 | Email: klarson@ninyoandmoore.com**

Ninyo & Moore received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. Ninyo & Moore has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Ninyo & Moore has no objections to the use of the Agreement.

Ninyo & Moore certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

We appreciate this opportunity to submit our qualifications and we look forward to the opportunity of working with the District, if selected. We are available to answer any questions during your evaluation period.

Sincerely,  
**NINYO & MOORE**

Peter D. Sims, PG  
Project Geologist / Project Manager

Kristopher M. Larson, PG, QSP/QSD  
Principal Geologist / Principal-In-Charge

PDS/KML/jso

Distribution: Addressee – one (1) unbound original, five (5) bound copies and a PDF version on a flash drive



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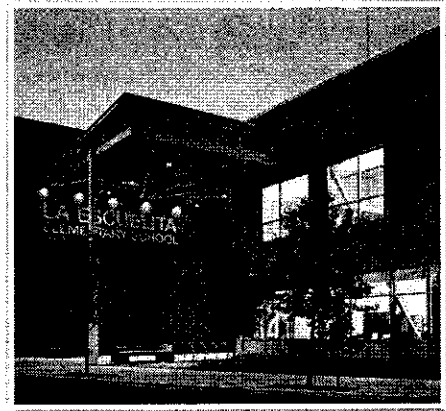
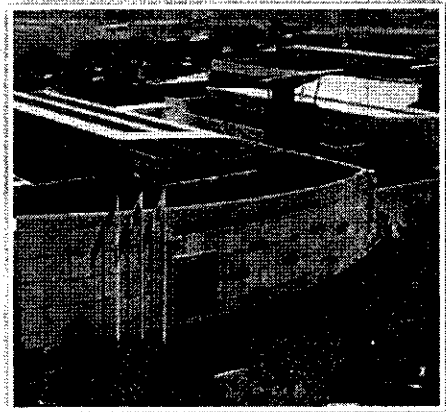
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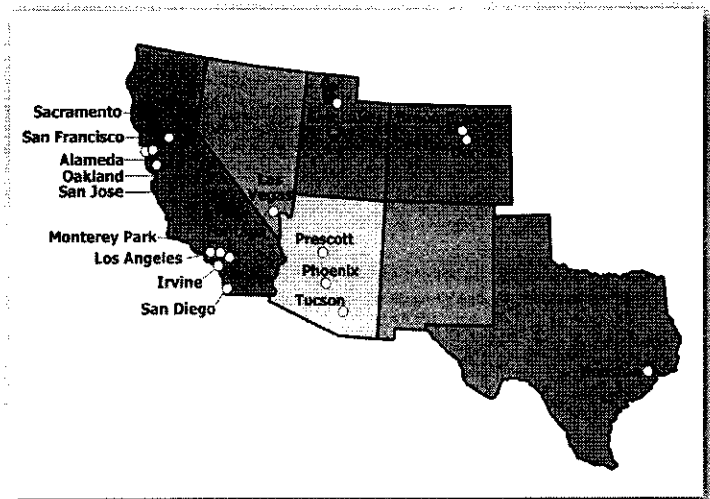
## 2.3. Executive Summary

**Established in 1986, Ninyo & Moore, a minority-owned business enterprise (MBE)**, is a environmental consulting, geotechnical engineering, engineering geology, materials testing and special inspection services to clients in the governmental (federal, state, and local), commercial, and private sectors. Our firm was incorporated in the State of California as an "S" Corporation on March 3, 1987. Ninyo & Moore pledges to complete each and every project assignment in a high-quality manner with special attention given to quality assurance, timeliness, and cost. Specific strengths of Ninyo & Moore, which we believe make us exceptionally well qualified to undertake the requested on-call services, include:

☑ **EXPERIENCE:** Ninyo & Moore has successfully completed hundreds of environmental, geotechnical and soils & materials testing projects for many agencies and local municipalities. Some of these clients include:

- |  |  |
|--|--|
| ☑ <b>Oakland Unified School District</b>             | ☑ <b>San Mateo/Foster City School District</b>       |
| ☑ <b>Berkeley Unified School District</b>            | ☑ <b>San Rafael City Schools</b>                     |
| ☑ <b>Emery Unified School District</b>               | ☑ <b>San Jose Unified School District</b>            |
| ☑ <b>San Francisco Unified School District</b>       | ☑ <b>West Contra Costa Unified School District</b>   |
| ☑ <b>South San Francisco Unified School District</b> | ☑ <b>Chabot-Las Positas Community College</b>        |
| ☑ <b>San Leandro Unified School District</b>         | ☑ <b>City College of San Francisco</b>               |
| ☑ <b>Fremont Unified School District</b>             | ☑ <b>Marin Community College District</b>            |
| ☑ <b>East Side Union High School District</b>        | ☑ <b>Ohlone Community College District</b>           |
| ☑ <b>Palo Alto Unified School District</b>           | ☑ <b>San Jose Evergreen Community College</b>        |
| ☑ <b>Redwood City School District</b>                | ☑ <b>San Mateo County Community College District</b> |

☑ **LOCATIONS:** Ninyo & Moore has 18 locations throughout the western United States including: Alameda, Oakland, San Jose, San Francisco, West Sacramento, San Diego, Irvine, Fontana, Los Angeles, and Monterey Park, **California**; Las Vegas, **Nevada**; Phoenix, Tucson, and Prescott, **Arizona**; Denver and Broomfield, **Colorado**; Houston, **Texas**; and Salt Lake City, **Utah**.



☑ **PERSONNEL:** The quality of Ninyo & Moore's personnel base is widely recognized. Our staff of 488 experienced professionals include environmental scientists, registered geotechnical and civil engineers, geologists, hydrogeologists, engineering geologists, geophysicists, and specialists in fields such as regulatory compliance and interpretation, hazardous materials/waste management, health and safety, and remedial action planning. Ninyo & Moore's personnel are licensed in their specific disciplines and are fully committed to providing the necessary resources for successful completion of projects. Our environmental, geotechnical, and materials testing staff bring a wealth of experience and diversity to any project. We have Registered Engineers (PE, GE), Professional Geologists (PG, RG, CEG, CPG), Certified Asbestos Consultants (CAC), Site Surveillance Technicians (SST), Registered Hydrogeologists (HG), Certified Lead Inspectors/Assessors and Project Monitors (LIA/PM), Certified Hazardous Materials Managers (CHMM), Certified Environmental Managers (CEM), Industrial Hygienists (IH), and personnel with other applicable registrations, licenses, and certifications. Many of our professionals hold advanced degrees, and are active in accredited professional organizations. Ninyo & Moore's large base of professionals enables us to be responsive to client needs and to successfully complete project tasks on time.

- ☑ **QUALITY:** Ninyo & Moore's services are rendered in strict compliance to the firm's rigorous Quality Assurance/Quality Control program, which goes beyond the expectations of the industry. Ninyo & Moore's quality assurance program is designed to be flexible while ensuring that the data is of sufficient and appropriate quality to fulfill project requirements.
- ☑ **LICENSE AND INSURANCE:** Ninyo & Moore carries professional liability insurance with coverage limits of five million dollars and general liability insurance with coverage limits of two million dollars.
- ☑ **HEALTH AND SAFETY:** It is the policy of Ninyo & Moore to provide a safe and healthful work environment for all of its employees through the prevention of occupational injuries and illnesses. In keeping with this policy, Ninyo & Moore maintains a Corporate Health and Safety Program (HSP) and Management System which is integrated into every facet of project operation.

## APPROACH

Our team approach to completing the field work, lab work, and design tasks associated with this RFQ/P include the following:

### Phase I Environmental Site Assessment

Our approach to conducting a Phase I ESA begins first with a review by Ninyo & Moore's Project Manager (PM) of the project requirements. Based on the project requirements, the PM will assign the project to the appropriate staff. The Phase I ESA will be prepared in accordance with the United States Environmental Protection Agency's (US EPA) All Appropriate Inquiries (AAI) Final Rule and ASTM E 1527-13. Tasks associated with the preparation of a Phase I ESA will include ordering and reviewing environmental documents, including those with historical and regulatory background information to evaluate the presence of known or suspected contamination. Ninyo & Moore uses standardized approaches to address common types of environmental concerns such as UST, waste/product handling and storage units, pesticide use, lead-based paint, polychlorinated biphenyls (PCB) associated with transformers and other electrical equipment, etc. In addition to reviewing regulatory and historical documents, our scope of services will include reviewing environmental lien search and activity use limitations reports, and environmental database reports, which will list the site and adjoining properties on agency databases if they stored or used hazardous materials or were responsible for any leaks and spills of hazardous materials. We will also perform a site reconnaissance to visually identify source areas of possible contaminated surficial soil or surface water and hazardous building materials. During our site reconnaissance photographs of the site and surrounding properties will be taken and included in an appendix to the Phase I ESA report. A list of potential contaminants, including hazardous materials, and their sources will also be evaluated during our site reconnaissance. Our inspection of those contaminants/hazardous materials that are volatile will assist us in evaluating the potential for impacts to indoor air quality from both above- and below-ground sources. We will interview key stakeholders regarding the site's present and past environmental status, including those familiar with the property (property owners, regulatory and District personnel), and request any environmental reports or information available. Finally, we will prepare the Phase I ESA report, which will include an Executive Summary, conclusions and recommendations regarding potential site recognized environmental conditions (REC), figures and appendices with historical and regulatory information, much of which has been summarized in the Phase I ESA Report.

### Phase II Environmental Site Assessment

If our Phase I ESA indicates that REC are present, it is possible that a draft and final Phase II ESA will be required.

Our Phase II ESA scope of services will include: preparation of a health and safety plan; application for a drilling permit with Alameda County Public Work Agency (ACPWA); private utility clearance and Underground Service Alert (USA) notification; subsurface exploration via four borings; collection of eight soil samples and four groundwater samples

following standard environmental sample handling and management procedures; analytical laboratory testing by a California-certified analytical laboratory for Title 22 Metals, total petroleum hydrocarbons, volatile organic compounds, organochlorine pesticides, and semi-volatile organic compounds; disposal of investigation derived waste (IDW); and preparation of a Phase II ESA Report documenting the findings and conclusions of the sampling activities. The Phase II ESA Report will provide recommendations for further action, if needed, based on the findings and conclusions.

The scope of the Phase II ESA is based on our preliminary review of the site conditions from publicly available records. Groundwater is shallow at the site, approximately 3 to 5 feet below ground surface. There are two closed Leaking Underground Storage Tank (LUST) cases adjacent to the facility, one to the north and one to the south, that could be a source of petroleum hydrocarbon and/or volatile organic compound impacts. There is potential lead in soil from degrading lead paint that may have been used on site buildings. Arsenic and organochlorine pesticides may be present in soil due to the potential use of pesticides. The potential for semi-volatile organic compounds is due to the long use of the site vicinity as an industrial area. We determined the number and location of our proposed borings based on the site development plan and the above potential impacts.

If the findings of the Phase II ESA recommend additional action based on the report findings, a Supplemental Site Investigation (SSI) or preparation of and implementation of a Removal Action Workplan (RAW) may be necessary. Ninyo & Moore recommends that any work beyond the Phase I and Phase II ESA should be performed under the oversight of the appropriate regulatory agency.

Regarding addressing the Division of State Architects (DSA) requirements, we understand that the DSA provides design and construction oversight for K-12 schools and community colleges, and develops and maintains accessibility standards and codes utilized in public and private buildings throughout the State of California. The DSA provides guidance to school districts and design professionals in the selection of an existing non-conforming building to be rehabilitated into public school use. The mission of DSA is to ensure quality, cost effective and timely planning, design and construction of facilities for client agencies, and to perform regulatory and other related services as requested. The DSA also has special programs for abatement of hazardous materials such as asbestos. Ninyo & Moore has worked within the parameters of the DSA guidelines on all of our K-12 projects, and we have the project personnel that have the required licenses in the state of California for the scope of services under this contract. In addition, Ninyo & Moore has a State of California Class A Contractors License #67063, with Hazardous Waste certification.

## 2.4. Firm Information

### FIRM INFORMATION

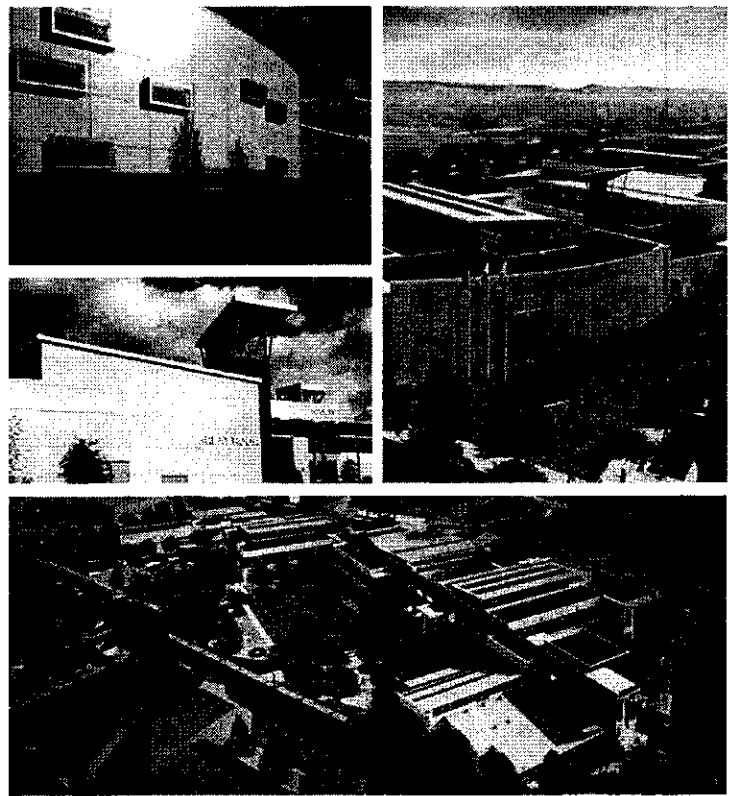
<p><b>2.4.1.</b> <b>Brief History</b></p>	<p>Established in 1986, Ninyo &amp; Moore has been <b>in business for 33 years</b> providing Environmental Engineering, Geotechnical Engineering, and Materials Testing and Inspection Services.</p> <p style="text-align: center;"><b>Ninyo &amp; Moore Geotechnical &amp; Environmental Sciences Consultants</b> 3240 Peralta Street, Unit #3, Oakland, California 94608 Phone: 510.343.3000   Fax: 510.343.3001   Owner: Mr. Avram Ninyo, PE</p>
<p><b>2.4.2.</b> <b>Philosophy</b></p>	<p>Our philosophy is to assist the District and work collaboratively with the project team members to achieve the successful project completion. Starting with the initial contact with the District, our <b>Project Manager, Mr. Peter Sims</b>, will determine the objective and timing of the project. The next step will be to develop a project approach. A preliminary review of in-house proprietary and published information (i.e., aerial photographs, geologic and topographic maps, reports, etc.) will be performed to acquire a general understanding of the site conditions and limitations. The information collected at this stage will be used to formulate a technical approach to the project. If the approach and associated cost deviates from that presented in this proposal, then a revised project proposal will be submitted to the District for their review and comment.</p> <p>Immediately following the receipt of the notice-to-proceed, the project will be entered into our accounting database. Weekly financial progress reports will be provided electronically to Mr. Sims in order that they may track the financial progress of the project. Weekly in-house project meetings will be held to assess the needs of the project and adherence to the project schedule. In addition to these meetings, the District will be provided with project updates, as the project progresses, and will be informed of any environmental findings immediately.</p>
<p><b>2.4.3.</b> <b>Firm's Ability to Meet Schedules, Schedule Management Procedures and Agency Approval Delays</b></p>	<p>We understand the importance of meeting project deadlines for school openings and commencement of classes. Ninyo &amp; Moore has established effective management control systems and has integrated them into our daily operations for efficient project administration. Our project manager and technical staff are trained to respond quickly and efficiently to task orders and project situations as they arise in order to meet project deadlines. Having completed many K-12 projects within strict time constraints, Ninyo &amp; Moore has developed flexible management systems, which allow the project manager to draw on experienced technical and administrative personnel throughout the company. This allows the use of a vast personnel base at reduced cost to the project and has resulted in efficient budget control and adherence to project schedules. Contract needs are met by assigning appropriate management, technical staff, and equipment as needed to meet specific project requirements.</p> <p>Ninyo &amp; Moore personnel are also experienced and prepared for those projects that are considered emergencies. We generally request 24-hour notice for field services, but have provided our clients with representatives on-site with as little as 4-hour notice on past projects. In addition, we can provide recommendations when requested during construction, in the event that unanticipated conditions are encountered. To further meet these project schedules, personnel are available for weekend and/or around-the-clock efforts. Ninyo &amp; Moore's project manager is available throughout the duration of all project assignments. Twenty-four-hours-a-day, seven-days-a-week, point-of-contact telephone/cell numbers are provided to the District's designated project manager/representative(s). Client requests are addressed immediately and emergency response is continuously provided throughout the duration of the project, as needed.</p> <p>Our key personnel are able to provide services for a project, even if our work load at the time is full. We can dispatch our office staff, including our Project Manager and Principal-In-Charge, who are both qualified to provide services if our work load is full at any point in time.</p>
<p><b>2.4.4.</b> <b>Project Examples</b></p>	<p>Ninyo &amp; Moore's experience with educational projects throughout California has solidified our working knowledge of, and familiarity with, DSA and CGS requirements. Our success is attributed to our thoroughness in completing submittals and by working closely with DSA personnel. The following pages summarize similar school projects ongoing or completed within the past three (3) years.</p>

<b>2.4.4.1. Name of project and client</b>	<b>DOWNTOWN EDUCATIONAL COMPLEX SITE REDEVELOPMENT ENVIRONMENTAL SITE ASSESSMENTS OAKLAND UNIFIED SCHOOL DISTRICT</b>
<b>2.4.4.2. Scope of projects, description of services</b>	<i>Please see below</i>
<b>2.4.4.3. Contact person, telephone number &amp; email</b>	Mr. Al Anderson   510.535.7045   al.anderson@ousd.org
<b>2.4.4.4. Firm's person in charge of each project</b>	Mr. Kristopher Larson
<b>2.4.4.5. Construction dollar value of each project</b>	\$35,426,000
<b>2.4.4.6. Litigation arising from the project, if any</b>	None

**Project Description:** Ninyo & Moore conducted a Phase I Environmental Site Assessment (ESA), Railroad Safety Study, Pipeline Risk Assessments, Preliminary Endangerment Assessment (PEA), Supplemental Site Investigation (SSI) phases I and II, and Removal Action Workplan (RAW) phases I and II which included designing and monitoring a Soil Gas Mitigation System (SGMS) for two buildings for the Oakland Unified School District (OUSD) Downtown Education Complex. The approximate 5.5-acre site was historically occupied by residential and industrial properties and was later developed as a trade school. The site is currently occupied by the Downtown Education Complex, which contains several different schools ranging from child development centers (CDC) to a high school and several OUSD administrative service departments. The OUSD was redeveloping the site with four new school facilities.

In the southern area of the site, Ninyo & Moore performed soil vapor monitoring using previously installed soil vapor probes to evaluate potential changes in subsurface conditions over time. Following assessment activities, Ninyo & Moore prepared a RAW (phase II) proposing impacted soil removal and soil gas mitigation and designed a SGMS to be incorporated into the construction of Buildings C and D to protect the buildings from vapor intrusion to indoor air from subsurface VOC in soil gas. The SGMS included sub-slab vapor barriers, sub-slab ventilation systems, and vapor sampling ports built into the vertical vent risers in the buildings. Ninyo & Moore performed quality inspections of the SGMS installation during building construction including visual inspection, coupon thickness testing, and smoke testing of the vapor barriers. The RAW included an Operations and Maintenance (O&M) Plan for the SGMS including development of Standard Operating Procedures (SOPs) for future soil gas assessment and SGMS expansion or upgrade. Ninyo & Moore assisted with public participation activities associated with the RAW which was subsequently approved by DTSC.

Following completion of the RAW implementation, Ninyo & Moore installed soil vapor probes surrounding the southernmost site building for monitoring subsurface vapor conditions. Quarterly monitoring of soil vapor and sub-slab vapor conditions at the buildings with soil gas mitigation systems was performed. Data from the quarterly monitoring was evaluated in human health risk assessments to evaluate the effectiveness of the soil gas mitigation systems. Quarterly monitoring data was also used to evaluate trends in soil gas concentrations. The evaluations were presented in quarterly Vapor Monitoring Reports. Based on the findings of the Quarterly monitoring, the monitoring frequency was reduced to semi-annually and semi-annual monitoring is ongoing.



<b>2.4.4.1. Name of project and client</b>	<b>FREMONT HIGH SCHOOL, MULTIPLE ENVIRONMENTAL ASSESSMENT SERVICES OAKLAND UNIFIED SCHOOL DISTRICT</b>
<b>2.4.4.2. Scope of projects, description of services</b>	<i>Please see below</i>
<b>2.4.4.3. Contact person, telephone number &amp; email</b>	Mr. Huy Hoang   510.666.5153   huy.hoang@ousd.org
<b>2.4.4.4. Firm's person in charge of each project</b>	Mr. Kristopher Larson
<b>2.4.4.5. Construction dollar value of each project</b>	Unknown
<b>2.4.4.6. Litigation arising from the project, if any</b>	None

**Project Description:** Ninyo & Moore conducted a Preliminary Endangerment Assessment (PEA) and Removal Action Workplan (RAW) which included designing and inspecting the installation of a Soil Gas Mitigation System (SGMS) for the Oakland Unified School District (OUSD) Fremont High School. The approximate 8.5-acre site was historically occupied by residential properties and school buildings. The site is currently occupied by Fremont High School. The OUSD was redeveloping the site with a new classroom building, renovation of an existing classroom building, demolition of an existing gym and construction of a new gym. The redevelopment of the site is being performed with the oversight of the California Department of Toxic Substances Control (DTSC).

Ninyo & Moore performed soil, groundwater and soil gas monitoring using previously installed soil vapor probes as well as new installed soil vapor probes to evaluate potential subsurface impacts from previous site uses. Laboratory analytical data were evaluated in a screening level risk assessment to determine the need for mitigation measures to protect future site occupants.

Following assessment activities, Ninyo & Moore prepared a RAW proposing soil gas mitigation and designed a SGMS to be incorporated into the construction of the new classroom building to protect the buildings occupants from vapor intrusion to indoor air from subsurface VOCs in soil gas. The SGMS included sub-slab vapor barriers, sub-slab ventilation systems, and vapor sampling ports sandwiched between the vapor barrier and the building slab. Ninyo & Moore performed quality inspections of the SGMS installation during building construction including visual inspection, coupon thickness testing, and smoke testing of the vapor barrier. The RAW included an Operations and Maintenance (O&M) Plan for the SGMS which describes quarterly monitoring of the vapor sampling ports which will be evaluated for trends and in human health risk assessments. The RAW is currently under review by DTSC.

<b>2.4.4.1. Name of project and client</b>	<b>MISSION BAY SOUTH BLOCK 14, PHASE I ESA, PHASE II ESA, UTILITY SURVEY SAN FRANCISCO UNIFIED SCHOOL DISTRICT</b>
<b>2.4.4.2. Scope of projects, description of services</b>	<i>Please see below</i>
<b>2.4.4.3. Contact person, telephone number &amp; email</b>	Mr. Ron Soper   415.241.6152, Ext. 1561   soper@sfusd.edu
<b>2.4.4.4. Firm's person in charge of each project</b>	Mr. Kristopher Larson
<b>2.4.4.5. Construction dollar value of each project</b>	\$70,000,000+/-
<b>2.4.4.6. Litigation arising from the project, if any</b>	None

**Project Description:** In 2018, Ninyo & Moore conducted a Phase I Environmental Site Assessment (ESA), Phase II ESA, and Utility Survey for the San Francisco Unified School District (SFUSD) Mission Bay South Block 14 redevelopment project. The site was historically occupied by residential and commercial properties and by 2009 the site was graded and developed as a parking lot which is the current site use. The SFUSD is currently considering plans for redeveloping the site with new school facilities.

The Phase I ESA performed by Ninyo & Moore identified recognized environmental concerns (REC) at the site relating to the location of the site on Mission Bay fill material which was placed in the early 1900s. In addition, an abandoned sewer line was identified running across a portion of the site had the potential to act as a conduit for the transport of contaminants. Contaminants of potential concern (COPC) were identified as petroleum hydrocarbons, methane, heavy metals, polycyclic aromatic hydrocarbons, and volatile organic compounds.

The Phase II ESA performed by Ninyo & Moore included advancing borings to collect soil and grab groundwater samples as well as the installation of temporary soil gas wells for the collection of soil gas samples. Samples were analyzed for the COPC identified in the Phase I ESA. Sample results were compared to the Mission Bay Risk Management Plan Site Specific Target Levels (SSTL) and the Regional Water Quality Control Board Environmental Screening Levels (ESL). COPC impacts to site soil, groundwater, and soil gas were identified that exceeded the SSTL and/or ESL. Ninyo & Moore concluded that additional investigation and mitigation of the COPC impacts would be needed under regulatory agency oversight in order to continue with plans for redeveloping the site.

The Utility Survey was performed by Ninyo & Moore in order to identify potential conduits for COPC to travel in the subsurface. Ninyo & Moore performed a background review of underground utility records. In addition, a geophysical survey of the site was performed in order to identify subsurface features and utilities.

<b>2.4.4.1. Name of project and client</b>	<b>ON-CALL ENVIRONMENTAL SERVICES CONTRACT SAN JOSE STATE UNIVERSITY</b>
<b>2.4.4.2. Scope of projects, description of services</b>	<i>Please see below</i>
<b>2.4.4.3. Contact person, telephone number &amp; email</b>	Mr. Ashraf Fouad   408.924.1959   ashraf.fouad@sjsu.edu
<b>2.4.4.4. Firm's person in charge of each project</b>	Mr. Kristopher Larson
<b>2.4.4.5. Construction dollar value of each project</b>	Varies
<b>2.4.4.6. Litigation arising from the project, if any</b>	None

**Project Description:** Beginning in November 2018, Ninyo & Moore has been retained by the San Jose State University (SJSU) to provide Phase II Environmental Site Assessment (ESA) for soil characterization at their football stadium, track, volleyball courts and proposed student housing locations at the SJSU campus in San Jose. The purpose of these projects has been to pre-characterize soil in these areas prior to the start of site redevelopment activities. The projects have helped SJSU determine where excess soil may be transported and disposed of following the end of the improvement project.

Ninyo & Moore's pre-field scope of work for Phase II ESA included review of available maps and reports pertaining to the site; attending pre-construction meetings; site walks and marking for Underground Service Alert; private utility location, and preparing site-specific health and safety plans.

The Phase II ESA consisted of collecting multiple soil samples in areas of planned construction for the improvement activities. Tabulated sample results of impacted soil, field readings, boring location rationale, and sampling rationales have been included in the Phase II ESA. The track and stadium projects have also had Hazardous Building Materials Surveys (HBMS) conducted at each site.

<b>2.4.4.1. Name of project and client</b>	<b>CLEVELAND CHARTER HIGH SCHOOL, PHASE I ESA LOS ANGELES UNIFIED SCHOOL DISTRICT</b>
<b>2.4.4.2. Scope of projects, description of services</b>	<i>Please see below</i>
<b>2.4.4.3. Contact person, telephone number &amp; email</b>	Mr. Patrick Schanen   213.241.1000, ext. 3356   pat.schanen@lausd.net
<b>2.4.4.4. Firm's person in charge of each project</b>	Mr. Prasad Thimmappa
<b>2.4.4.5. Construction dollar value of each project</b>	Unknown
<b>2.4.4.6. Litigation arising from the project, if any</b>	None

**Project Description:** In 2016, Ninyo & Moore was retained by Los Angeles Unified School District (LAUSD) to perform a Phase I Environmental Site Assessment (ESA) of Cleveland Charter High School at 8140 Vanalden Avenue in the community of Reseda, Los Angeles, California. The format and content of the Phase I ESA Report are in general accordance with the ASTM International Standard Practice for Environmental Site Assessments: Phase I Site Assessment (Standard Designation E 1527-13) approved in November 2013, the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) – Final Rule adopted November 1, 2006, and the LAUSD's Phase I ESA requirements. Two inactive clarifiers associated with former automotive shop classes near Buildings A and N and an interceptor



near the Media Center Building represent RECs (including a potential Vapor Encroachment Condition). The suspected presence of former hydraulic lifts in Building N represents a REC. Based on the age of the current site buildings, persistent organochlorine pesticides (OCPs) and lead (from LBP) may be present in shallow soil around building foundations. PCB-containing materials may be present from on-site pad mounted transformers installed prior to 1979. Arsenic in shallow soil underneath pavement may be present due to LAUSD's former standard practice of applying herbicides containing this metal prior to paving. High pressure natural gas pipelines are present beneath Roscoe Boulevard (adjacent to the north) and Wilbur Avenue (adjacent to the east). According to the Gas Company, the pipeline beneath Roscoe Boulevard has a 16-inch diameter, and the pipelines beneath Wilbur Avenue have 8- and 36-inch diameters. An inactive oil transmission pipeline is beneath Roscoe Boulevard. High voltage power lines are adjacent to the east of the site. Based on the findings of the Phase I ESA, additional environmental assessment is recommended for the site. In locations of future construction, the possible presence of PCB, OCP, arsenic, and lead in shallow soil at the site should be assessed in the form of a Preliminary Environmental Assessment-Equivalent and in general accordance with DTSC guidance documents. If construction or demolition activities are planned for buildings near the inactive clarifiers, interceptor, or suspected former hydraulic lifts, soil and soil vapor should be evaluated to determine the extent of site contamination, if any. If construction or demolition activities are planned along Roscoe Boulevard, a pipeline risk analysis should be conducted in accordance with CDE requirements. An evaluation of electromagnetic fields adjacent to the power lines east of the site should be conducted if habitable structures are planned within 100 feet, in accordance with CDE guidelines.

<b>2.4.4.1. Name of project and client</b>	<b>FIRST STREET ELEMENTARY SCHOOL, PHASE I ESA LOS ANGELES UNIFIED SCHOOL DISTRICT</b>
<b>2.4.4.2. Scope of projects, description of services</b>	<i>Please see below</i>
<b>2.4.4.3. Contact person, telephone number &amp; email</b>	Mr. Patrick Schanen   213.241.1000, ext. 3356   pat.schanen@lausd.net
<b>2.4.4.4. Firm's person in charge of each project</b>	Mr. Prasad Thimmappa
<b>2.4.4.5. Construction dollar value of each project</b>	Unknown
<b>2.4.4.6. Litigation arising from the project, if any</b>	None

**Project Description:** Ninyo & Moore was retained by Los Angeles Unified School District (LAUSD) as part of its On-Call Multiple Environmental Assessments Contract to perform a Phase I Environmental Site Assessment (ESA) of 1st Street Elementary School at 2820 East 1st Street in Los Angeles, California. The format and content of the Phase I ESA Report are in general accordance with the ASTM International Standard Practice for Environmental Site Assessments: Phase I Site Assessment (Standard Designation E 1527-05) approved in November 2005, the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) – Final Rule adopted November 1, 2006, and the LAUSD's Phase I ESA requirements. Based on the age of the current and former onsite buildings, it is likely that ACM, OCP, and LBP may have been used during the construction. It is also possible that PCB-containing materials may be present onsite. The 4-acre school site lies within the Boyle Heights Abd oilfield and designated methane zone. The property adjacent to the northeast of the site is shown as "Motor Cycle Repairing" indicating oil and gasoline, with the address of 2828 and 2830 East 1st Street in 1921. The same property is listed as meat cutting by 1970. The close proximity of the former oil and gasoline facility, in 1921, should be assessed for the potential for vapor migration. The city directory listings indicate "Technical Products Mfg Co, C F Welsgeber, H F Ephraim chemical mfrs" at 2830 East First Street, adjacent to the northeast of the site, in 1924. The adjacent property listed as a chemical manufacturing company is considered a REC to the site due to the potential for on-site migration from releases at this facility.

<b>2.4.4.1. Name of project and client</b>	<b>JOHN GLENN HIGH SCHOOL, NEW ATHLETIC FIELDS, ENVIRONMENTAL &amp; GEOTECHNICAL EVALUATIONS NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT</b>
<b>2.4.4.2. Scope of projects, description of services</b>	<i>Please see below</i>
<b>2.4.4.3. Contact person, telephone number &amp; email</b>	Mr. Lorenzo Kohn   562.868.9014, Ext. 2306   lkohn@nlmusd.k12.ca.us
<b>2.4.4.4. Firm's person in charge of each project</b>	Mr. Alfredo Rodriguez
<b>2.4.4.5. Construction dollar value of each project</b>	Unknown
<b>2.4.4.6. Litigation arising from the project, if any</b>	None

**Project Description:** Ninyo & Moore conducted a Phase I Environmental Site Assessment (ESA/Preliminary Environmental Assessment (PEA), and a Preliminary Geotechnical Evaluation at the John Glenn High School campus located at 13520 Shoemaker Avenue in Norwalk, California. The PEA was associated with the design and construction of recreational facility improvements, including new athletic fields with synthetic turf, one-story field buildings, hardscape, 90-foot-high light standards and bleachers, and upgrades to the existing gymnasium building.



The PEA assessment area included approximately 19 acres of the 26-acre campus. The PEA conducted by Ninyo & Moore fulfilled the basic requirements under Section 17213.1 of the California Education Code where determination of no further action must be obtained from the Department of Toxic Substances Control (DTSC) before an addition is approved for construction by a school district. The Norwalk-La Mirada Unified School District (NLMUSD) entered into a DTSC Environmental Oversight Program Agreement (EOA) for oversight review and concurrence during the further evaluations of the areas of concern (AOC) for the site as identified in a Phase I Environmental Site Assessment (ESA) for the project. Based on the PEA, Ninyo & Moore prepared a human health screening evaluation (HHSE) for the project.

Ninyo & Moore reviewed readily available maps and reports provided by the client, including an existing Environmental Site Assessment (ESA) and updated Environmental Data Resources (EDR) reports, and readily available historical land use documents, including aerial photographs, and city directories. We also prepared a Quality Assurance Project Plan (QAPP) and work plan, and implemented the QAPP and work plan during field sampling to further evaluate previously identified AOCs and other AOCs detected during our PEA. Field services included visual observations, and a subsurface study to obtain soil samples for laboratory testing and to install nested soil vapor probes to evaluate soil vapor emissions. A PEA report was prepared summarizing our findings, opinions and recommendations regarding environmental hazards at the site. The PEA report was approved by DTSC with no further action required.

## 2.5. Additional Data

### PROPOSED TEAM MEMBERS

Ninyo & Moore has assembled a strong team to assist the District with the successful and cost-effective completion of the Ocean View Elementary School renovation project. We will draw from the team's diverse staff of environmental professionals and support personnel to bring the necessary expertise together for this contract. Our environmental personnel who will work on this contract are highly-experienced in providing the hazardous materials, Phase I ESA, and soil profiling services that may be performed under the contract, and all have experience working with K-12 and Community College projects throughout California. They possess working knowledge and experience of Division of State Architect (DSA) standards, as well as maintain professional relationships with Federal, State and local regulatory agency personnel, should such regulatory involvement become applicable to the contract. Our project personnel are licensed in their specific disciplines and are fully committed to providing the necessary resources for successful completion of projects for the District under this contract. Brief personnel bios of each member on our proposed project team are summarized below for reference.

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#### PROJECT MANAGER

**Mr. Peter Sims, PG, will serve as a Project Manager for this project.** As a Project Environmental Geologist for Ninyo & Moore, Mr. Sims has 13 years of experience in the environmental field and is responsible for writing reports and conducting associated fieldwork for a variety of environmental projects, including Soil and Groundwater Management Plans; Phase I and Phase II Environmental Site Assessments; groundwater remediation; and soil remediation. He has also assisted clients with classifying materials for disposal and complying with Title 22 hazardous material guidelines. Mr. Sims' fieldwork experience includes soil gas, soil and groundwater sample collection and reporting, groundwater monitoring well installations/destructions, soil-vapor well installation and monitoring and reporting, and remediation system installation and maintenance. He has also assisted with UST and AST compliance.

In his role as Project Manager during this contract, Mr. Sims will be responsible for client correspondence, project coordination, contract management and budget oversight and will be available throughout the duration of all project assignments. District requests will be addressed immediately and if required, he can accelerate project scheduling without compromising quality by adding additional professional staff and working extended hours and weekends. Mr. Sims' responsibilities will include:

- Provide primary contact with the District;
- Responsible for the successful completion of each project assignment with the District;
- Staffing the project with qualified, experienced personnel who are familiar with the main elements of each assignment and have an understanding of the technology required to attain the project goals;
- Assuring that key personnel are available as planned;
- Organizing, directing and overseeing project tasks;
- Establishing and enforcing work element milestones;
- Establishing and periodically reviewing and monitoring budgets, and implementing cost control procedures;
- Providing preliminary and final review of findings, conclusions and recommendations and project deliverables;
- Assuring compliance with regulatory District protocol;
- Assuring that work is completed within the specified time frame;
- Assisting District personnel in preparation of Board memoranda, change orders, status reports, agreements, and amendments;
- Delivering presentations to District personnel or at other public meetings.

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#### PRINCIPAL-IN-CHARGE

**Mr. Kristopher Larson, PG, QSP/QSD, will serve as the Principal-In-Charge for this project.** As a Principal Geologist, Mr. Larson is the Operations Manager for environmental services in Ninyo & Moore's Alameda office. He has 24 years of experience in the environmental industry and in this capacity, he has served numerous important clients on a variety of environmental projects. His areas of expertise include transactional environmental due diligence, subsurface site characterization, storm water

management, site remediation and construction/demolition planning and supervision. Prior to joining Ninyo & Moore, Mr. Larson worked as an environmental specialist at the San Francisco Bay Regional Water Quality Control Board (RWQCB). He has worked closely with all local, State and Federal environmental agencies including the Alameda County Environmental Health (ACEH), Department of Toxic Substances Control (DTSC), United States Environmental Protection Agency (US EPA), RWQCB, Army Corps of Engineers, and numerous local oversight programs.

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### HEALTH & SAFETY ADVISOR

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**Mr. Stephen Waide, CIH, CSP, CMC CIEC, will serve as the Health & Safety Advisor for this project.** Mr. Waide has extensive experience in the development and implementation of industrial hygiene, health physics and industrial safety programs, both within private industry and government funded environmental projects such as large-scale remedial investigations, waste characterization programs and remedial actions. He has extensive field experience in the design of industrial hygiene programs, radiological characterization and remediation, asbestos abatement, hazardous waste site activities, and designing and implementing hearing conservation and respiratory protection programs. Mr. Waide is highly knowledgeable in all forms of field industrial hygiene and health physics instrumentation and is a skilled instructor for OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training.

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### TECHNICAL ADVISOR

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**Ms. Trey Jackson, PE (TX), will serve as a Technical Advisor for this project.** Ms. Jackson is an Environmental Engineer for Ninyo & Moore, and has 15 years of environmental consulting experience conducting site investigations and remediation. Much of her professional experience includes working with major oil and gas companies to obtain risk-based environmental closures based on plume stability, natural source-zone depletion, and light non-aqueous phase liquid (LNAPL) hydraulic-recoverability lines of evidence, as well as developing feasibility study corrective action plans for multi-phase extraction, oxidant enhanced LNAPL recovery, in-situ bioremediation, and ex-situ soil-treatment bioremediation.

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### FIELD PERSONNEL

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**Ms. Helen Hild will serve as a Field Geologist for this project.** As a Project Geologist, Ms. Hild has approximately 3 years of experience in the environmental industry, specializing in Leaking Underground Fuel Tank (LUFT) cases with a well-versed knowledge of California's Low-Threat Underground Storage Tank Case Closure Policy. Ms. Hild has assisted various project managers with many aspects of project work including, work plans, health and safety plans, overseeing fieldwork, data management, and report writing. Other duties include planning, permit acquisition, scheduling and coordination of field activities, and conducting soil, soil vapor and groundwater sampling events. Ms. Hild has experience with taking stockpile profile sampling and waste characterization in accordance with federal and state hazardous waste criteria and is proficient in logging soil in accordance with the Unified Soil Classification System. Prior to her tenure at Ninyo & Moore, Ms. Hild has written multiple low-threat closure reports that have been accepted by various Regional Water Quality Control Boards (RWQCB) in Northern California.

**Ms. Asha Turman will serve as a Field Environmental Scientist for this project.** As a Staff Environmental Scientist, Ms. Turman is in the beginning stages of her career in the environmental industry, interning as a scientific aide for the San Francisco Bay Regional Water Quality Control Board (RWQCB) in the Site Cleanup Program division. She brings with her a strong understanding of regulatory compliance for Leaking Underground Storage Tank (LUST) and Spills, Leaks, Investigation and Cleanup (SLIC) cases. During her brief stay at the RWQCB, Ms. Turman assisted with the rollout of the Site Cleanup Subaccount Program (SCAP), funded by SB-445. Under the SCAP, she was responsible for bringing "orphaned" SLIC cases to closure under the Low-Threat Closure Policy. Ms. Turman also assisted with the large task of updating the environmental screening levels (ESL), where her task was to include dermal contact to the health-risk based groundwater direct exposure ESL. At Ninyo & Moore, Ms. Turman has been diversifying her skillset and has begun working on asbestos & lead, soil & groundwater, and vapor monitoring projects.

## 2.6. Professional Fees

**Table 1 - Breakdown of Estimated Fee for Phase I ESA**
**RAW and O&M Plan**

Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 155.00 /hour	\$ 310.00
Senior Engineer/Geologist/Environmental Scientist	hour	@	\$ 150.00 /hour	\$ -
Project Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 133.00 /hour	\$ 532.00
Senior Staff Engineer/Geologist/Environmental Scientist	28 hours	@	\$ 120.00 /hour	\$ 3,360.00
Technical Illustrator/CAD Operator	2 hours	@	\$ 80.00 /hour	\$ 160.00
Data Processing, Technical Editing, or Reproduction	2 hours	@	\$ 65.00 /hour	\$ 130.00
<b>Subtotal</b>				<b>\$ 4,492.00</b>

**TOTAL PHASE I ESA ESTIMATED FEE**
**\$ 4,492.00**
**Table 2 - Breakdown of Estimated Fee for Phase II ESA**
**Subsurface Evaluation**

Principal Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 155.00 /hour	\$ 620.00
Senior Project Engineer/Geologist/Environmental Scientist	hour	@	\$ 140.00 /hour	\$ -
Project Engineer/Geologist/Environmental Scientist	4 hours	@	\$ 133.00 /hour	\$ 532.00
Senior Staff Engineer/Geologist/Environmental Scientist	16 hours	@	\$ 120.00 /hour	\$ 1,920.00
Drilling Subcontractor	1 days	@	\$ 2,500.00 /day	\$ 2,875.00
Utility Surveyor Subcontractor	2 hours	@	\$ 300.00 /hour	\$ 600.00
Permits	1 ea	@	\$ 300.00 /ea	\$ 345.00
IDW	1 ea	@	\$ 250.00 /ea	\$ 287.50
<b>Subtotal</b>				<b>\$ 7,179.50</b>

**Field Consumables**

PID/FID Usage	2 days	@	\$ 150.00 /day	\$ 300.00
Level D Personal Protective Equipment (person/date [p/d])	2 days	@	\$ 25.00 /day	\$ 50.00
Field Vehicle Usage	2 days	@	\$ 50.00 /day	\$ 100.00
<b>Subtotal</b>				<b>\$ 450.00</b>

**Environmental Laboratory Analysis**

OPCs using EPA Method 8081A	8 tests	@	\$ 80.00 /test	\$ 1,056.00
Title 22 Metals using EPA Method 6010	8 tests	@	\$ 130.00 /test	\$ 1,196.00
TPHg/VOCs using EPA Method 8260B	12 tests	@	\$ 120.00 /test	\$ 1,656.00
TPHd/mo using EPA Method 8015	12 tests	@	\$ 55.00 /test	\$ 759.00
PCBs using EPA Method 8082	8 tests	@	\$ 70.00 /test	\$ 644.00
SVOCs using EPA Method 8270 SIM	8 tests	@	\$ 190.00 /test	\$ 1,748.00
<b>Subtotal</b>				<b>\$ 7,059.00</b>

**Data Compilation and Analysis**

Senior Staff Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 120.00 /hour	\$ 960.00
<b>Subtotal</b>				<b>\$ 960.00</b>

**Phase II ESA Report**

Principal Engineer/Geologist/Environmental Scientist	2 hours	@	\$ 155.00 /hour	\$ 310.00
Senior Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 150.00 /hour	\$ 1,200.00
Senior Staff Engineer/Geologist/Environmental Scientist	24 hours	@	\$ 120.00 /hour	\$ 2,880.00
Technical Illustrator/CAD Operator	2 hours	@	\$ 80.00 /hour	\$ 160.00
Data Processing, Technical Editing, or Reproduction	2 hours	@	\$ 65.00 /hour	\$ 130.00
<b>Subtotal</b>				<b>\$ 4,680.00</b>

**TOTAL PHASE II ESA ESTIMATED FEE**
**\$ 20,328.50**

### 3. Local, Small Local and Small Local Resident Business Enterprise Program

Our firm is in the process of renewing our Local Business Enterprise (LBE) certification (#5358) with the City of Oakland. We held this certification for a very long period of time and, therefore, we expect to receive confirmation of our renewal very soon. The completed Local Business Participation Worksheet is provided below. We have also provided a copy of our Port of Oakland Local Impact Area Business Enterprise (LIABE) certification in the Appendix of this proposal for reference.

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

Prime Consultant: Ninyo & Moore Geotechnical & Environmental Sciences Consultants

RFQ/P: Central Administrative Center Project

Date: July 12, 2019

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Ninyo & Moore Address: 3240 Peralta St., Unit #3 Oakland, CA 94608 Phone: 510.343.3000 Email: psims@ninyoandmoore.com					5358 (pending renewal)
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
<b>TOTAL PARTICIPATION</b>					

Approval – LBU Compliance Officer

## COMMENDATION LETTER



*Daniel Wokdesenbet, Ph.D., P.E., General Manager*

399 Elmhurst Street • Hayward, CA 94544 • (510) 670-5480 • www.acfwd.org

March 22, 2019

Mr. Kris Larson  
Principal Geologist  
Ninyo & Moore  
2020 Challenger Drive  
Alameda, CA 94501

Dear Mr. Larson:

The Alameda County Flood Control and Water Conservation District (District) and the Alameda County Public Works Agency (Agency) hires professional consulting firms through competitive process in various disciplines to assist the District and the Agency comply with federal, state and local environmental laws and regulations associated with Capital Improvement Projects(CIP) delivery.

In 2009, Ninyo & Moore Inc. was selected competitively for a 5-year contract term to provided Hazardous Material Phases I and II support services. The firm was competitively selected again for additional 5-year term through 2019. During these contract periods Ninyo and Moore assisted the District with the following:

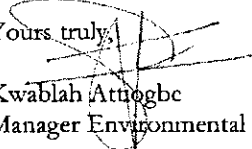
- Preparation of Transaction Screens;
- Phases I and II Environmental Site Assessments (ESA) and investigations;
- Project site material sampling including sediment for beneficial reuse or disposal;
- Remedial Action Plans development;
- Regulatory Closure Reports review, and construction site oversight function;
- Hazardous Building Material Surveys, abatement and site oversight;
- Geotechnical surveys.

Ninyo and More Project Manager and his team have been very reliable and responsive to the District and Agency needs. Assigned tasks are delivered on schedule and at or below budget. Reports are well written with minimal revisions required.

The firm Project Manager written and verbal communications skills are excellent. The firm demonstrates a good working relationship with regulatory agencies, including Department of Toxic and Substance Control and Regional Water Quality Control Board staff, and has a firm understanding of the complex Federal and State environmental protection laws needed to perform and report on hazardous materials.

I look forward to continuing this partnership with you and your team and have no hesitation.

Yours truly,

  
Kwablah Attogbe  
Manager Environmental Services

## COMMENDATION LETTER



### City of Alameda, California

Mr. Kris Larson, Principal Geologist  
Ninyo & Moore, Geotechnical & Environmental Sciences Consultant  
2020 Challenger Drive, Suite 103  
Alameda, CA 94501

April 9, 2019

Dear Mr. Larson:

As you know, the City of Alameda contracts with professional consulting firms in a competitive process for a variety of disciplines to assist in complying with federal, state and local environmental laws and regulations associated with our Capital Improvement Projects (CIP) delivery.

For the past ten years Ninyo & Moore has been a consistent awardee by the City of Alameda, selected, in a competitive fashion, to provide the City with a variety of Environmental, Testing, Inspection and Geotechnical services.

For the past five years, as the City's Public Works Project Manager for five sizeable and environmentally-challenging Recreation and Parks CIP projects, I have found Ninyo and Moore's participation in these projects to be invaluable. From their Principals, to their Project Managers, Staff Engineers, Environmental Scientists, to their Geologists and Certified Industrial Hygienists, Ninyo & Moore has consistently performed in a reliable, responsive, budget-conscious, and proactive manner to the City's and the projects' needs. They have the technical expertise to investigate and resolve a multitude of varying and challenging environmental issues. They are attentive to the City's needs, and budgets, they demonstrate a good working relationship with regulatory agencies, including Department of Toxic and Substance Control and Regional Water Quality Control Board, and they have a firm understanding of the complex Federal and State environmental protection laws needed to perform as well as they do.

On behalf of the City's Department of Public Works, I look forward to continuing this great partnership with Ninyo & Moore.

Yours sincerely

Handwritten signature of Jack Dybas in black ink.



Jack Dybas, Architect, LEED AP  
City of Alameda | Public Works | Project Manager II  
950 West Mall Square | Alameda CA 94501  
d: (510) 747-7948 | c: (510) 871-0343

Public Works Department  
950 W. Mall Square, Room 110  
Alameda, California 94501  
510 747-7900 Fax 510-769-6030 TTY 510-522-7338



PORT OF OAKLAND LIABE CERTIFICATION



September 14, 2017

Elizabeth Brooks  
Ninyo & Moore  
5710 Ruffin Road  
San Diego, California 92123

**Re: Port of Oakland Tracking/Certification #7647-17**

Dear Elizabeth Brooks:


I am pleased to notify you that the Port of Oakland has certified your firm as an **LIABE (Local Impact Area Business Enterprise)** operating in the City of Oakland. Please note that your certification expires on **10/31/2019**. You may renew your certification online **three (3)** months prior to the expiration date by logging into the Port of Oakland Certification Application at <http://srd.portofoakland.com/>. At any time you may also update you Company Profile and Contact Information as well as download your letter of certification on the online website.

If you have a change in business location you are required to notify our office immediately. Failure to do so may result in decertification.

Your company profile and business contact information will be included in the Port Certification Database. A wide range of businesses, such as community based organizations, variety of vendors and construction contractors are listed. The database also includes a listing of professional consulting services and a host of other important information to assist you with the outreach process including offering your business free advertisement. You may search the Business Database/Certification at <http://srd.portofoakland.com/> for a listing of certified businesses. Projects are listed on the Port's website at <http://www.portofoakland.com/business/bids-rfps/>.

Should you require assistance, you may contact us at (510) 627-1627 or email [SRDAdmin@portoakland.com](mailto:SRDAdmin@portoakland.com).

Thank you for your interest in doing business with the Port of Oakland.



Lila Zinn  
Contract Compliance Supervisor  
Social Responsibility Division  
cc: file

530 Water Street • Jack London Square • P.O.Box 2064 • Oakland, California 94604-2064  
Telephone: (510) 627-1100 • Facsimile: (510) 627-1826 • Web Page: [www.portofoakland.com](http://www.portofoakland.com)

***Ninyo & Moore***

Geotechnical & Environmental Sciences Consultants

3240 Peralta Street, Unit #3 | Oakland, California 94608 | p. 510.343.3000 | f. 510.343.3001

[www.ninyoandmoore.com](http://www.ninyoandmoore.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/26/2019

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 510-465-3090      FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Ninyo & Moore Geotechnical & Environmental Sciences Consultants 2020 Challenger Drive, Suite 103 Alameda CA 94501	<b>INSURER A:</b> Travelers Property Casualty Co of Ameri      25674	
	<b>INSURER B:</b> American Automobile Ins. Co.      21849	
	<b>INSURER C:</b> Evanston Insurance Company      35378	
	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER: 772809940**      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6308986R247	10/3/2018	10/3/2019	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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8108986R247	10/3/2018	10/3/2019	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	CUP9J428527	10/3/2018	10/3/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0089731901	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <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.		Y	MKL7VPL0003340	10/3/2018	4/3/2020	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Oakland Unified School District (OUSD) Cole Administration Center  
 Oakland Unified School District, its Board of Trustees, officers, agents, and employees are named as Additional Insured as respects General & Auto Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsements.

**CERTIFICATE HOLDER**      **CANCELLATION 30 Day NOC/10 Day for NonPay of Prem**

Oakland Unified School District Attn: Juanita Hunter 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Cole Administration Center Project	<b>Site</b>	103
Basic Directions			
<b>Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.</b>			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Ninyo & Moore	Agency's Contact	Kris Larson				
OUSD Vendor ID #	003087	Title	Project Manager				
Street Address	3240 Peralta Street Unit #3	City	Oakland	State	CA	Zip	94608
Telephone	510-343-3000 x 15212	Policy Expires					
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 type="checkbox"/> No				
OUSD Project #	19119						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	10-11-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$ 30,000.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
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
9450/9805	Fund 21, Measure J	210-9450-0-9805-8500-6270-109-9180-9905-9999-99999	6270	\$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.				
	<b>Division Head</b>	Phone	510-535-7038	Fax 510-535-7082
1.	<b>Director, Facilities Planning and Management</b>			
	Signature	Date Approved	9/3/19	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	Signature  (as to form only)	Date Approved	9/3/19	
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	Signature  for Tim Wink	Date Approved	9/3/19	
4.	<b>Chief Financial Officer</b>			
	Signature	Date Approved		
5.	<b>President, Board of Education</b>			
	Signature	Date Approved		