

Board Office Use: Legislative File Info.	
File ID Number	13-0695
Committee	Facilities
Introduction Date	4-24-2013
Enactment Number	13-0699
Enactment Date	4/24/13 <i>es</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date April 24, 2013

Subject Amendment No. 2, Independent Contractor Agreement for Professional Services - Ninyo & Moore - Calvin Simmons Improvements and Career Tech Lab Project

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

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

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

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

Fiscal Impact

County School Facilities Fund

Attachments

- Independent Contractors Agreement including scope of work



AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

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

1. Services: [] The scope of work is unchanged. X The scope of work has changed.
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
The CONTRACTOR agrees to provide the following amended services: The scope of the project is to re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35th Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninyo & Moore will provide these tests and extensive environmental impact sampling.
2. Terms (duration): x The term of the contract is unchanged. [] The term of the contract has changed.
If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.
3. Compensation: [] The contract price is unchanged. X The contract price has changed.
If the compensation is changed: The contract price is amended by
X Increase of \$30,000.00 to original contract amount
[] Decrease of \$_____ to original contract amount
and the new contract total is One hundred fifty-eight thousand, five hundred forty-six dollars and no cents (\$158,546.00)

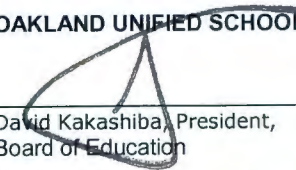
4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

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

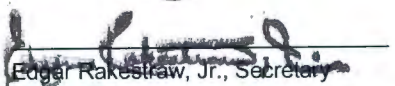
Table with 4 columns: No., Date, General Description of Reason for Amendment, Amount of Increase (Decrease). Row 1: 1, 6-27-2012, The scope of the project is to provide professional services for materials testing and special inspections services for the various improvements in the existing two-story classroom building and the new construction of the Career Tech Lab building., \$30,000.00

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.


OAKLAND UNIFIED SCHOOL DISTRICT


David Kakashiba, President,
Board of Education

4/25/13
Date


Edgar Rakestraw, Jr., Secretary
Board of Education

4/25/13
Date


Timothy White, Associate Superintendent
Facilities, Planning and Management

4/24/13
Date

CONTRACTOR

 3-21-13
Contractor Signature Date

TERENCE K WANG, GEN MGR
Print Name, Title

File ID Number: 13-0695
Introduction Date: 4/24/13
Enactment Number: 13-0699
Enactment Date: 4/24/13
By: o.s.

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

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

Description of Services to be Provided

1. Description of Services to be Provided

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

2. Specific outcome:

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

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

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

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

Susie Butler Berkley 3-26-2013

Susie Butler-Berkley
Contract Analyst

March 4, 2013
Proposal No. P-82259

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

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

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

Dear Mr. Anderson:

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

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

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

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

SCOPE OF SERVICES

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

Geotechnical

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

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

Environmental Task 1

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

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

Environmental Task 2

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

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

Environmental Task 3

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

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

ASSUMPTIONS

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

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

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

SCHEDULE

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

FEE

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

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

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

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

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

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

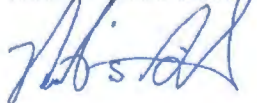
If the scope of services and proposed fee contained in this proposal are acceptable, please forward the appropriate written authorization at your earliest convenience.

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

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

Sincerely,

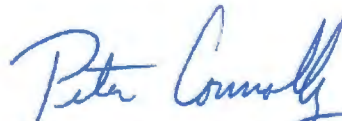
NINYO & MOORE



Nicholas S. Devlin, PE
Project Engineer

NSD/PCC/CRA/csj

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



Peter C. Connolly, PE, GE
Principal Engineer

DESCRIPTIONS (Continued from Page 1)

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

PROJECT/LOCATION OF COVERED OPERATIONS:

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

PROVISIONS

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

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

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

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

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

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

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

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

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

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

Insured: Ninyo & Moore Geotechnical &

Policy Number: WZP81002626

Effective Date: 05/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

SCHEDULE

Person or Organization

Job Description

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

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

Countersigned by 
Authorized Representative

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community School. Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 27, 2012

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

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

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

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

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

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Ninyo & Moore**. OUSD entered into an Agreement with CONTRACTOR for services on September 14, 2011, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.

If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.

The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide professional services for materials testing and special inspection services for the various improvements in the existing two story classroom building and the new construction of the Career Tech Lab building.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.

If term is changed: The contract term is extended by an additional Two (2) years, and the amended expiration date is December 31, 2013.

3. **Compensation:** The contract price is unchanged. The contract price has changed.

If the compensation is changed: The contract price is amended by

Increase of \$89,146.00 to original contract amount

Decrease of \$_____ to original contract amount

and the new contract total is One hundred twenty-eight thousand, five hundred forty-six dollars (\$128,546.00)

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

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

John E. Adams 6/11/12
Contractor Signature GE 2050 Date

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

Terence K. Wang, General Manager
Print Name, Title

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

File ID Number: 12-1797
Introduction Date: 6/27/12
Enactment Number: 12-1839
Enactment Date: 6/27/12
By: e

EXHIBIT "A" Scope of Work

Contractor Name:

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

Description of Services to be Provided

1. Description of Services to be Provided

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

2. Specific Outcomes:

The schools will

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	0 Safe, healthy and supportive schools
0 Create equitable opportunities for learning	0 Accountable for quality
0 High quality and effective instruction	0 Full service community district

April 23, 2012
Proposal No. P-81764B

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

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

Dear Mr. Anderson:

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

PROJECT UNDERSTANDING AND PROPOSED CONSTRUCTION

Based on our review of available project documents including Calvin Simmons School Modernization Preliminary Cost Estimate – Revision 6 prepared by LCA Architects and dated December 22, 2011, it is our understanding that the overall development will consist of multi-phased construction. The construction phases pertinent to this cost proposal include Phases 1A and 1B and Phase 2A listed below.

- A. **Phase 1A – Career Technical Science Building:** Construct a new 2-story Career Technical Science building, entry gateway, and site work.
- B. **Phase 1B – Building Modernization:** Includes a bathroom conversion, dividing walls in main corridor, and removal of classroom partitions and risers.

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

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

SCOPE OF MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

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

SCOPE OF INSPECTIONS SERVICES INCLUDES:

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

SCOPE OF MATERIALS TO BE TESTED INCLUDES:

- Compaction curves,
- Density testing – asphaltic concrete, subgrade & aggregate base,
- Gradations and Atterberg Limits,
- Hveem Stability,
- Compressive strength tests of concrete,
- Reinforcing steel – bend & tensile,
- Concrete – slumps, temperature and air tests,
- Compressive strength tests, concrete,

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

ASSUMPTIONS

- Our services will be scheduled, and coordinated by the Oakland Unified School District representative.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours; and that weekend and overtime work has been included in this cost proposal.
- Our services are subject to California prevailing wage law.
- It will not be necessary to sign a labor agreement with the Operating Engineers Union for this project, nor will Ninyo and Moore's technicians and inspectors need to be members of the Union.
- Site visits made by professional staff, field inspectors and field technicians will be billed on a portal-to-portal basis, on a 2-hour minimum with 2-hour increments.
- As the Geotechnical Engineer-of-Record, Ninyo & Moore will perform soil and foundation-related construction monitoring for this project.
- **DSA Project Inspector** will typically perform inspection services related to:
 - Placement of reinforcing steel and embedded elements.
 - Placement of concrete,
 - Wood nailing patterns, and
 - Installation of post-installed anchors.
- Ninyo & Moore will provide load testing of post-installed anchors as needed.
- Glue-laminated wood beams (GLB) are not a part of this project and are not included in this estimate.
- Periodic batch plant inspection will be required during placement of concrete.
- Based on the available schedule, for estimating purposes, we have assumed that a local Bay Area fabricator will be chosen to provide the structural steel elements for this project. We have based our estimate for shop welding inspection services on this assumption and our past experience with similar types of projects.
- With no schedule available, for estimating purposes, we have based our estimate for field welding inspection services on our past experience with similar types of projects.
- Spray Applied Fireproofing was not noted and is not included in this estimate but can be added if needed.

OVERVIEW OF VARIOUS TASKS

Geotechnical Observation – Testing and Reporting

- Remedial Grading, removals, fill placement, trench bottoms,
- Asphalt Concrete, sub-grade, aggregate base, density tests,
- Laboratory tests – compaction curves, gradations, proctors, Atterberg limits, Hveem stability, and sieve analysis, and
- Provide reports of field and laboratory results.

Concrete Construction – Concrete/ Placement & Reinforcing Steel

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

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

Steel Construction – Structural Steel – Field welding & HS Bolting

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

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

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

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

Other: Management Oversight and Technical Support

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

PROPOSED ESTIMATED COST

See Appendix “A” for breakdown

TASK	ESTIMATED FEES FOR GEOTECHNICAL AND MATERIALS TESTING AND INSPECTION SERVICES	ESTIMATED FEES
1.	Geotechnical Services	\$20,791
2.	Cast-in-Place Concrete	\$17,930
3.	Structural Steel and Welding – field & bolting	\$40,120
4.	Load Testing Post-Installed Anchors/Dowels	\$4,080
5.	Management Oversight, Admin. Support, Issue Final Reports	\$6,225
	ESTIMATED FEES	\$89,146

ESTIMATED FEE

We propose to provide materials testing services on a time-and-materials, not-to-exceed without prior approval basis. Our estimated fee for the scope of services described herein is approximately **\$89,146** (Eighty Nine Thousand One Hundred Forty Six Dollars) for the base

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

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

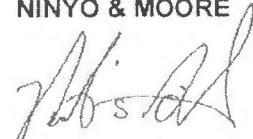
AUTHORIZATION

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

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

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

Respectfully Submitted,
NINYO & MOORE



Nicholas S. Devlin
Project Engineer



Terence K. Wang, PE, GE
Principal Engineer

NSD/TKW/csj

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

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

**APPENDIX "A" ESTIMATED FEES FOR CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES
P-81764B: OAKLAND USD -Career Technical Science Building**

	Site Visits	Hours Per Visit	Quantity (Hrs./ Tests)	Rate	Fee	Subtotal
GEOTECHNICAL OBSERVATIONS, TESTING AND REPORTING ONLY						
Technician - utilities removal/installation: full day visits	2	8	16	\$85	\$1,360	
Technician - utilities removal/installation: 1/2 day visits	8	4	32	\$85	\$2,720	
Technician - import of fill & recompact: full day visits	4	8	32	\$85	\$2,720	
Technician - import of fill & recompact: 1/2 day visits	10	4	40	\$85	\$3,400	
Technician - AB/AC & subgrade	6	8	48	\$85	\$4,080	
Nuclear Gage			168	\$12	\$2,016	
Sr Staff Engineer	4	4	16	\$120	\$1,920	
Compaction Curve (ASTM D1557)			5	\$260	\$1,300	
Sieve Analysis (ASTM C-422)			2	\$110	\$220	
Plasticity Index/Atterberg Limits (ASTM D-4318)			2	\$180	\$360	
Hveem			1	\$195	\$195	
Geotechnical Final Report per DSA			1	\$500	\$500	
ESTIMATED SUBTOTAL						\$20,791
CAST-IN-PLACE CONCRETE/REINFORCING STEEL						
Casting of cylinders of compressive strength testing.						
Grade beams/Continuous footings (We have estimated approx. 100 yards of concrete will be placed)						
Technician	6	4	24	\$85	\$2,040	
Slab on Grade (With two primary slab on grades to be cast. we have estimated approx 130 yards of concrete will be placed.)						
Technician	2	8	16	\$85	\$1,360	
Slab on metal decking (We have estimated that over 70 cubic yards of lightweight concrete will be placed We have estimated that there will be 2 separate deck pours)						
Technician	2	8	16	\$85	\$1,360	
Miscellaneous Concrete						
Technician (includes batch plant inspections)	12	4	48	\$85	\$4,080	
Placement of Reinforcing Steel - typically performed by Project Inspector						
Technician (Not included in this estimate.)	0	0	0	\$85	\$0	
Sample pick-up after 24 hour cure period						
Technician (when unable to coordinate with other activities)	21	2	42	\$85	\$3,570	
Laboratory Tests - concrete and rebar						
Compression Tests (21 Sets of 4)			80	\$30	\$2,400	
Bend and Tensile Testing of Steel Reinforcement			16	\$110	\$1,760	
Sample Steel Reinforcement						
Technician - material. ID. Tag and sample, @ Fabricators	4	4	16	\$85	\$1,360	
ESTIMATED SUBTOTAL						\$17,930
STRUCTURAL STEEL - welding & high - strength bolting						
Continuous inspection of shop fabrication, and field welding operations (includes any UT/MT testing as needed) This estimate is based on about 2 weeks of shop fabrication running one 8 hour shift. Field erection, weld off, and high strength bolting is estimated to take 2 weeks. This should overlap with metal deck lay down, and stud welding. We had added site visits for welding of miscellaneous metals (stairs, elevator rails, and etc)						
Shop welding/NDT Level II						
AWS CWI	25	8	200	\$85	\$17,000	
Field Welding/NDT Level II						
AWS CWI	30	8	240	\$85	\$20,400	
Onsite - Miscellaneous field welding - stairs, and etc.						
AWS CWI	4	8	32	\$85	\$2,720	
ESTIMATED SUBTOTAL						\$40,120

APPENDIX "A" ESTIMATED FEES FOR CONSTRUCTION MATERIALS
 TESTING AND INSPECTION SERVICES
 P-81764B: OAKLAND USD -Career Technical Science Building

	Site Visits	Hours Per Visit	Quantity (Hrs./ Tests)	Rate	Fee	Subtotal
<u>ANCHORS/DOWELS</u>						
Load testing of the post installed anchors and dowels.						
Installation of anchors, dowels - typically performed by Project Inspector						
Technician	0	0	0	\$85	\$0	
Load Testing (as required)						
Technician	6	8	48	\$85	\$4,080	
ESTIMATED SUBTOTAL						\$4,080
<u>REPORTS, MANAGEMENT, AND ADMIN</u>						
Project Manager - Project Management, Review of Submittals, Meetings			30	\$120	\$3,600	
Administration, Word Processing, Misc.			25	\$65	\$1,625	
Final Verified Reports (DSA 291, DSA 292, & DSA 293)			2	\$500	\$1,000	
ESTIMATED SUBTOTAL						\$6,225
TOTAL ESTIMATED FEE FOR TESTING AND INSPECTION SERVICES						\$89,146

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

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

OTHER CHARGES

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

NOTES (Field Services)

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

INVOICES

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

TERMS AND CONDITIONS

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

SCHEDULE OF FEES FOR LABORATORY TESTING

Soils		Concrete	
Atterberg Limits, D 4318, CT 204	\$ 180	Cement Analysis Chemical and Physical, C 109	\$ 1 650
California Bearing Ratio (CBR), D 1883	\$ 440	Compression Tests, 6x12 Cylinder, C 39	\$ 30
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135	Concrete Mix Design Review, Job Spec	\$ 140
Consolidation, D 2435, CT 219	\$ 275	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Consolidation - Time Rate, D 2435, CT 219	\$ 70	Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Direct Shear - Remolded, D 3080	\$ 290	Drying Shrinkage, C 157	\$ 250
Direct Shear - Undisturbed, D 3080	\$ 250	Flexural Test, C 78	\$ 100
Durability Index, CT 229	\$ 150	Flexural Test, C 293	\$ 55
Expansion Index, D 4829, UBC 18-2	\$ 240	Flexural Test, CT 523	\$ 100
Expansion Potential (Method A), D 4546	\$ 180	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Expansive Pressure (Method C), D 4546	\$ 180	Jobsite Testing Laboratory	Quote
Geofabric Tensile and Elongation Test, D 4632	\$ 165	Lightweight Concrete Fill, Compression C 495	\$ 55
Hydraulic Conductivity, D 5084	\$ 300	Petrographic Analysis, C 856	\$ 1,100
Hydrometer Analysis, D 422, CT 203	\$ 190	Splitting Tensile Strength, C 496	\$ 80
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110		
Moisture Only, D 2216, CT 226	\$ 30	Reinforcing and Structural Steel	
Moisture and Density D 2937	\$ 50	Fireproofing Density Test, UBC 7-6	\$ 70
Permeability, CH, D 2434, CT 220	\$ 290	Hardness Test, Rockwell, A-370	\$ 80
pH and Resistivity, CT 643	\$ 160	High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 205
Proctor Density D 1557, D 698, CT 216, &	\$ 260	Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
AASHTO T-180 (Rock corrections add \$80)		Pre-Stress Strand (7 wire), A 416	\$ 140
R-value, D 2844, CT 301	\$ 425	Chemical Analysis, A-36, A-615	\$ 120
Sand Equivalent, D 2419, CT 217	\$ 110	Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
Sieve Analysis, D 422, CT 202	\$ 110	No. 8 Rebar	\$ 55
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90	No. 11 Rebar	\$ 75
Specific Gravity, D 854	\$ 200	No. 18 Rebar	\$ 150
Triaxial Shear, C D, D 4767, T 297	\$ 390	Structural Steel Tensile Test: Up to 200 000 lbs.	
Triaxial Shear, C.U. w/pore pressure, D 4767, T 2297 per pt.	\$ 330	(machining extra), A 370	\$ 105
Triaxial Shear, C.U. w/o pore pressure, D 4767 T 2297 per pt.	\$ 190	Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80
Triaxial Shear, U.U. D 2850	\$ 140	Tensile Test for Fiberwrap (ASTM D-3039)	\$ 675
Unconfined Compression, D 2165, T 208	\$ 100		
Wax Density, D 1188	\$ 90		
		Asphalt Concrete	
		Asphalt Mix Design, Caltrans	\$ 2,200
		Asphalt Mix Design Review Job Spec	\$ 150
		Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
		Film Stripping, CT 302	\$ 100
		Hveem Stability and Unit Weight, CTM or ASTM, CT 366	\$ 195
		Marshall Stability, Flow and Unit Weight, T-245	\$ 215
		Maximum Theoretical Unit Weight, D 2041	\$ 120
		Swell, CT 305	\$ 165
		Unit Weight sample or core, D 2726, CT 308	\$ 90
		Aggregates	
		Absorption, Coarse, C 127	\$ 35
		Absorption, Fine, C 128	\$ 35
		Clay Lumps and Friable Particles, C 142	\$ 100
		Cleaness Value, CT 227	\$ 160
		Crushed Particles, CT 205	\$ 140
		Durability, Coarse, CT 229	\$ 165
		Durability, Fine, CT 229	\$ 165
		Los Angeles Abrasion, C 131 or C 535	\$ 180
		Mortar making properties of fine aggregate, C 87	\$ 275
		Organic Impurities, C 40	\$ 55
		Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
		Sand Equivalent, CT 217	\$ 90
		Sieve Analysis, Coarse Aggregate, C 136	\$ 125
		Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 125
		Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
		Specific Gravity, Coarse, C 127	\$ 75
		Specific Gravity, Fine, C 128	\$ 110

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

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

Department of Facilities Planning & Management

Request for Signature

To:


Tadashi Nakadegawa

Timothy E. White

From:

Saya Nhim

Date:

April 25, 2012

Project Name: Calvin Simmons Improvements & CTECH Lab

Project Number: #07140

Type of Document:

Agreement Request – Ninyo and Moore Amendment #3

Reason for Request:

To provide materials testing and special inspection services.

Project Manager Recommendation:

Please sign.

Client#: 704

NINYOMOOR1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/01/12

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

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

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

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6308986R247	10/03/11	10/03/12	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> Contractual				PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> OCP				GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	8108986R247	10/03/11	10/03/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
	GARAGE LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/> ANY AUTO				
A	EXCESS LIABILITY	CUP8986R247	10/03/11	10/03/12	EACH OCCURRENCE \$9,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$9,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81002626	05/01/12	05/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$1,000,000				
	E.L. DISEASE - POLICY LIMIT \$1,000,000				
C	OTHER Professional & Contractor's Pollution Liab.	MAX7PL0000243	10/03/11	10/03/12	\$5,000,000 per Claim
	\$5,000,000 Annl Aggr.				

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION Ten Day Notice for Non-Payment of Premium
****Sample Certificate****		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
		AUTHORIZED REPRESENTATIVE



AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	Calvin Simmons MS
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Ninyo & Moore	Agency's Contact	Nick Devlin				
OUSD Vendor ID #	L091800	Title	Project Manager				
Street Address	1956 Webster Street, Suite 400	City	Oakland	State	CA	Zip	94612
Telephone	510-633-5640	Policy Expires	10-3-2012				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	07140						

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

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$128,546.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 89,146.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	2059901820	6252	\$89,146.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-879-8389
			Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	6-12-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	6-14-12
3.	Associate Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	

Board Office Use: Legislative File Info:	
File ID Number	11-2198
Committee	Facilities
Introduction Date	9/7/2011
Enactment Number	11-1765
Enactment Date	9-14-11 JS



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date 9/14/2011

Subject Professional Services Facilities Contract- Ninyo & Moore -
Calvin Simmons Improvements Project

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

Background The Board of Education in 2011 voted to transfer the Career Tech Building and its remaining funds to the Calvin Simmons school site.

Local Business Participation Percentage 100.00%

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

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

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

Recommendation

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

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

2059901820-6170

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work")— Proposal dated July 19, 2011.
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

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

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed \$39,400.00, without the express approval of the Board.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as proved in Attachment "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

Agreement.

8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.
 - 12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date

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

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

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

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

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

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

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

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

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

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

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

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

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

b. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

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

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

the insurer's liability.

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

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

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the

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

Handwritten mark

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

The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

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

24. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Timothy E. White
Assistant Superintendent
Facilities Planning and
Management
955 High Street
Oakland, CA 94601

Consultant

Cem Atabek
Ninyo & Moore
1956 Webster Street, Ste. 400
Oakland, CA 94612

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

25. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.
26. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
27. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
28. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Date: _____, 20

By: _____

Print Name: _____

Its: _____

Date: 8/15, 2011

By: [Signature]

Print Name: Kristopher M. Larson, PG

Its: KML

OAKLAND UNIFIED SCHOOL DISTRICT

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

Date: 9/16/11

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

Date: 9/16/11

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

Date: _____

File ID Number: 11-2198
Introduction Date: 9-7-11
Enactment Number: 11-1765
Enactment Date: 9-14-11
By: AZ

Information regarding Consultant:

Consultant: Ninpo & Moore
License No.: 697063
Address: 1956 W 15th St, #100
Oakland, Ca 94611
Telephone: 510-633-5640
Facsimile: 510-633-5646
E-Mail: KLarson@ninpo and moore.
com

Type of Business Entity:

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

33-0269828 :

Employer Identification and/or Social Security Number

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

Attachment A

Scope of Services

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

Client#: 704

NINYOMOOR1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/29/11

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

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

INSURER A: Travelers Property Casualty Co of Am
INSURER B: American Automobile Ins. Co.
INSURER C: Lexington Ins. Co.
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	6308986R247	10/03/10	10/03/11	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	8108986R247	10/03/10	10/03/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP8986R247	10/03/10	10/03/11	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80993464	05/01/11	05/01/12	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional & Contractor's Pollution Liab.	013001588	10/03/10	10/03/11	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

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

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

REF: Project # 401496032 - City of Oakland, As Needed Environmental Consulting Services.

(See Attached Descriptions)

CERTIFICATE HOLDER

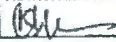
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

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

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

Severability of Interests apply per policy form wording.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement forms a part of Policy No. WZP80993464

Issued to: Ninyo & Moore Geotechnical &

By: American Automobile Ins. Co.

Premium (if any) TBD

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

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

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

Schedule

Person or Organization

Job Description

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

REF: Project # 401496XXX - City of
Oakland, As Needed Environmental
Consulting Services.



FACILITIES PLANNING
AND MANAGEMENT

2011 JUN 15 P 1:13

PROFESSIONAL SERVICES CONTRACT ROUTING FORM




Project Information			
Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	Calvin Simmons Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Ninyo & Moore	Agency's Contact	Cem Atabek
OUSD Vendor ID #	V058012	Title	Project Manager
Street Address	1956 Webster Street, Suite 400	City	Oakland State CA Zip 94612
Telephone	510-633-5640	Policy Expires	10-3-11
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	07140		

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

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$39,400.00
Pay Rate Per Hour (if hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2059901820	6170	\$39,400.00
				\$

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head	Charles Love	Phone	510-535-7081	Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager			Date Approved	8-15-11
2.	General Counsel, Department of Facilities Planning and Management			Date Approved	8-15-11
3.	Assistant Superintendent, Facilities Planning and Management			Date Approved	
4.	President, Board of Education	Signature		Date Approved	

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Improvements and Career Tech	Site	Calvin Simmons MS
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Ninyo & Moore	Agency's Contact	Nick Devlin				
OUSD Vendor ID #	V058012	Title	Project Manager				
Street Address	1956 Webster Street, Suite 400	City	Oakland	State	CA	Zip	94612
Telephone	510-633-5640	Policy Expires	10-3-2013				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	07140						

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

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 158,546.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 30,000.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	2059003821	6252	\$30,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-535-7081
			Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	3-26-13
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	3-29-13
	Associate Superintendent, Facilities Planning and Management			
3.	Signature		Date Approved	
	President, Board of Education			
4.	Signature		Date Approved	