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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer

Board Meeting Date June 25, 2025

Agreement for Material Testing and Special Inspection Services- Ninyo & Moore Geotechnical & Environmental Sciences Consultants – McClymonds High School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to Agreement for Material Testing and Special Inspection Services between the **District and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Alameda, CA**, for the latter to provide materials testing and special inspection services including DSA laboratories of record services and structural tests for the **McClymonds High School Modernization Project** in the not-to-exceed amount of **\$238,952.0**, with the work scheduled to commence on **June 26, 2025**, and scheduled to last until **June 30, 2027**, pursuant to the Agreement.

Discussion Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq).

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education to Agreement for Material Testing and Special Inspection Services between the District and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Alameda, CA, for the latter to provide materials testing and special inspection services including DSA laboratories of record services and structural tests for the McClymonds High School Modernization Project in the not-to-exceed amount of \$238,952.0, with the work scheduled to commence on June 26, 2025, and scheduled to last until June 30, 2027, pursuant to the Agreement.

Fiscal Impact Fund 21, Measure Y

Attachments

- Justification Form
- Agreement and Exhibits
- Insurance Certificate
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 25-1479

Department: Facilities Planning and Management

Vendor Name: Ninyo & Moore Geotechnical &
Environmental Sciences Consultants

Project No.: 22110

Project Name: McClymonds High School Modernization Project

Contract Term: Intended Start: 06-26-2025

Intended End: 06-30-2027

Total Cost Over Contract Term: \$238,952.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

RFP process includes review/scoring of proposals submitted.

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

Provide materials testing and special inspection services including DSA laboratories of record services and structural tests for McClymonds High School Modernization Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- ☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

- Ninyo & Moore Geotechnical & Environmental Sciences Consultants is providing specially trained services.

AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES (“Agreement”) is made and entered into effective **June 26, 2025**, by and between the Oakland Unified School District, a school district duly organized and existing under the laws of the State of California (the “District”), and **Ninyo & Moore Geotechnical & Environmental Sciences Consultants** (the “Consultant”), with respect to the following recitals:

- A. District proposes to undertake the construction of an improvement project which requires the services of a duly qualified and licensed materials testing and special inspection consultant.
- B. Consultant represents that Consultant is licensed to provide materials testing and special inspection services in the State of California and is specially qualified to provide the services required by the District in this Agreement.
- C. The parties have negotiated the terms pursuant to which Consultant will provide such services and reduce such terms to writing by this Agreement.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

1. **Retention of Consultant.** District retains Consultant to perform, and Consultant agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the materials testing and special inspection services specified in this Agreement. Consultant agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by materials testing and special inspection consultants specially qualified to provide the services required by the District.
2. **Description of Project.** The project concerning which such materials testing and special inspection services shall be provided (“the Project”) is described as the following: **McClymonds High School Modernization Project.**
3. **Term; Basic Services.** The term for performance of the Basic and Additional Services (“Services”) shall be the duration of the Project (“Term”), and Consultant shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of **June 30, 2027**, but may not be completed until later if delays in design or construction arise. Consultant’s “Basic Services” consist of materials testing and special inspection services more specifically described in the attached **Exhibit B**. Consultant shall perform all Basic Services required by this Agreement, even if no

more compensation is possible due total compensation having reached the not-to-exceed amount. If delays in completion of the Project occur that are not caused by wrongful conduct by Consultant, including but not limited to Consultant's breaches of contract or deficient performance of Basic or Additional Services, then Consultant shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

In addition, as a part of its Basic Services, the Consultant shall assist the District in evaluating claims, disputes and other matters in question between the contractor and the District relating to Consultant's work, including but not limited to claims made against the District as a result of Consultant's alleged or claimed errors or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District.

Consultant shall confer and cooperate with District's other consultants. Consultant shall take precautions to minimize any damage due to Consultant's activities. Consultant shall be responsible and liable for any damage Consultant causes through its wrongful acts or omissions.

During the construction phase, Consultant shall visit the Project site when requested by District to observe conditions encountered by the contractor and to assess the progress and quality of contractor's work. Consultant shall participate in job site meetings as requested by District.

The Consultant must comply with the applicable requirements of the Division of State Architect Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) obtaining a copy of the DSA-approved construction documents and Statement of Structural Tests and Special Inspections (DSA form 103) from the Architect before the beginning of construction; (b) reporting all project related activities to the Inspector of Record (the Inspector of Record is responsible for monitoring the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed); (c) submitting applicable verified reports (DSA forms 291, 292, and 293) to DSA, Inspector of Record, Owner and Architect; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, the Inspector of Record, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

In the performance of the special inspection duties required by this Agreement, the Consultant exercises limited authority as defined in this Agreement. The Consultant shall not:

- a. Authorize deviations from the construction contract documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;
- d. Expedite the job for the contractor;

e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;

f. Approve shop drawings or samples;

g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project; or

h. Interfere in contractor/subcontractor relationships.

If Consultant determines contractor is not meeting the requirements of Consultant's _____ recommendations or the plans and specifications, Consultant shall immediately bring that information to District's attention.

Consultant shall retain all samples for the duration of the Agreement unless the District requests a longer period.

For all Basic Services satisfactorily performed, compensation shall be as described in ***Exhibit A*** to this Agreement.

4. **Additional Services.** Any services not included in this Agreement but related to the Project shall be considered "Additional Services." Compensation for additional services shall be as described in ***Exhibit A*** to this Agreement. Consultant shall keep complete records showing all hours worked and all costs and charges incurred for Additional Services. District shall be given reasonable access to those records for audit purposes. Consultant shall provide Additional Services if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see ***Exhibit A***).

5. **Payment.** Services satisfactorily performed shall be billed monthly via properly documented and submitted invoices. Invoices that are not disputed by District shall be paid within **thirty (30) days** of District's receipt of the invoice. Consultant shall comply with any applicable prevailing wage law. Consultant shall not be reimbursed for any of its expenses; the parties agree that Consultant shall pay all of its expenses from its fees for Services.

6. **Insurance.** Consultant shall purchase and maintain insurance that will protect Consultant from the claims set forth below that may arise out of or result from the Consultant's performance of services or failure to perform services required by this Agreement:

a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;

- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Consultant or (2) by any other person;
- e. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Consultant's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:

\$2,000,000 Each Occurrence

\$4,000,000 Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Comprehensive Automobile Liability

\$1,000,000 Each Occurrence

Consultant shall also maintain errors and omissions insurance on an occurrence basis with limits of at least Two Million (\$2,000,000) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).

7. **Hazardous Materials.** In the event the District or Consultant becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project, or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.

8. **Compliance with Laws.** Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.

9. **Termination.**

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination.

b. This Agreement may also be terminated by either Party upon seven (7) days written notice should the other Party fail substantially to perform their duties or for any material breach under this Agreement.

c. In the event of termination, Consultant shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

10. **Independent Contractor Status.** Consultant and any and all agents and employees of Consultant shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, Consultant shall maintain a professional working relationship with the District, the Contractor, the Inspector and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Consultant and the Architect, Inspector or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Consultant which does not otherwise exist.

11. **Indemnity.** Consultant shall indemnify, defend, and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Consultant's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

12. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes including, but not limited to, Federal and State income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the appropriate Federal and State tax authorities as required.

13. **Successors and Assigns.** The District and Consultant, respectively, bind themselves, their successors, assigns, and representatives to the other Party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other Party with respect to all terms of this Agreement. Neither District nor Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

14. **Notices.** All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the Party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Consultant: Ninyo & Moore Geotechnical & Environmental Sciences
Consultants; Attn: Peter Connolly
1301 Marina Village Parkway, Suite 110
Alameda, CA 94501

District: Oakland Unified School District
Attn: Preston Thomas
955 High Street
Oakland, CA 94601

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

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

17. **Amendment.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

18. **Compliance with Law.** While performing the services contemplated by this Agreement, Consultant agrees to comply with all applicable laws and regulations.

19. **Requests.** Consultant agrees to timely and properly complete all reports requested by the District or as required by law. In addition, Consultant agrees that District has a right to a copy of all reports and other records created or maintained by Consultant.

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

21. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. Consultant, by the execution of this Agreement, acknowledges that Consultant has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

23. **Warranty of Authority.** The persons signing this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

24. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

26. **Fingerprinting and Criminal Background Check Certification.** Consultant shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the representations set forth above, or Consultant add personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

27. **Forms.** Prior to performing any Services, Consultant shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Consultant shall use the District's versions of these forms, which the District shall make available upon request.

28. **Sanctions in Response to Russian Aggression.** The District is using State of California {SR801418}

EXHIBIT A

Payments

For Basic Services, Consultant's total compensation shall not exceed **Two Hundred Thirty-Eight Thousand Nine Hundred Fifty-Two Dollars (\$238,952.00)**, which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its **March 12, 2025**, fee estimate. Consultant acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

For Additional Services, Consultant's total contingency compensation shall not exceed **Zero Dollars (\$0.00)**.

The total price under this Agreement for Basic and Additional Services shall not exceed **Two Hundred Thirty-Eight Thousand Nine Hundred Fifty-Two Dollars (\$238,952.00)**, Consultant will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.

EXHIBIT B

Scope of Services

2.4

Professional Fees

Project Understanding

We understand that this project includes modernization and seismic upgrades to the Main Buildings A, B and H, Annex Building D and Gymnasium. Campus-wide systems upgrades include full domestic water replacement and modifications to HVAC, electrical, and sprinkler systems. Main Building will receive upgrades to its security system. Upgrades to indoor spaces will include finishes in the classrooms, hallways, restrooms, and cafeteria. Project scope in the Gymnasium will include reconfiguration and upgrades to the locker rooms, coaches' offices, and restrooms. Project scope in Building C will include upgrades to finishes of the woodshop and the space for the engineering pathway lab. Upgrades to outdoor spaces will include replacement of the bleachers and ancillary spaces beneath them as well as enhancements to the "Plaza of Peace" and garden areas.

Proposed Scope Of Services

Based on our review of the project documents and our experience with similar projects, we propose to provide the following scope of services:

Soil Compaction Testing

- Sampling of subgrade soils, aggregate base and asphalt concrete material from the job site and transportation to our laboratory for testing.
- Maximum compacted density determinations in the laboratory accordance with ASTM D1557 for subgrade soils, aggregate base and backfill material.
- In-place field density testing using a nuclear density gauge to determine the relative compaction of compacted subgrade soil, aggregate base and asphalt concrete

Reinforced Concrete

- Review concrete mix designs submitted by the contractor for compliance with the project documents.
- Sampling and tagging of reinforcing steel at the shop.
- Tensile and bend tests of reinforcing steel in the laboratory.
- Sample and test concrete including measuring slump, temperature, and batch times. 1 set of 5 cylinders will be cast for every 50 cubic yards of concrete placed or fraction thereof, per day.
- Sample pick up for concrete cylinders and transportation to our laboratory for curing and testing.
- Compressive strength testing of concrete cylinders in the laboratory.

Reinforced Shotcrete

- Visual inspection of shotcrete placement for pre-production panels.
- Perform coring of pre-production panels and transportation of samples to laboratory for nozzlemen qualification.
- Perform grading and compressive strength tests of cores taken from shotcrete pre-construction panels and provide review letter for nozzlemen qualification.
- Perform visual inspection of shotcrete placement and production panels during construction and cast shotcrete panel for laboratory testing.
- Transport shotcrete panels to our laboratory, perform coring of specimens and perform laboratory testing to evaluate compressive strength of shotcrete cores (3 cores per panel) from production panel.

Structural Masonry

- Reinforcing steel and concrete masonry unit (CMU) placement inspection.
- Verify size, location and condition of all dowels, record type, size and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.
- Periodic batch plant inspection of grout.
- Inspection during placement, consolidation, and reconsolidation of masonry grout and testing of grout specimen.
- Inspect placement of masonry units and construction of mortar joints.
- Masonry grout and mortar sample pick up and transportation to our laboratory for curing and testing.
- Compression testing of concrete grout and mortar specimen in the laboratory.

Post installed Anchors in Concrete & Masonry

- Inspection during the installation of post-installed anchors, anchor bolts and anchor rods.
- Load testing including pull and torque testing of post installed anchors, anchor bolts and anchor rods.
- FRP Installation
- Full time inspection during FRP installation and verification of concrete and reinforced and unreinforced masonry strengthening using Fiber-Reinforced Polymer (FRP) and Steel-Reinforced Polymer (SRP) composite systems.
- Placement inspection and tension testing of FRP anchors in the field.
- Tension and elongation testing of FRP samples (12" x 12") in the laboratory.

Structural Steel

- Welding procedure and welder's qualification review prior to performing welding in the shop.
- Material identification, mill certificate verification and structural steel welding inspection in the shop for structural steel.
- Structural steel welding inspection in the field.
- Non-destructive testing including ultrasonic testing (UT) and magnetic particle (MP).
- Non shrink grout placement inspection sampling and testing.
- Compression testing of non-shrink grout in the laboratory.

Project Management

- Attend project meetings, project coordination, monitoring and administration including review and distribution of reports with laboratory test data and daily field inspection and testing reports, prepare weekly progress, and cost summaries report with invoices.
- Prepare daily field reports documenting items inspected and reports of laboratory testing to be submitted to the project team via DSA box.
- Prepare interim and final verified report (DSA 291 and 293) at the conclusion of the project.



Management Approach

Staff Availability: Ninyo & Moore's current and anticipated workload is such that our proposed team assigned to this project will be able to respond to requests for the duration of this contract and will be available when called upon for services. Our project team is currently fully staffed and equipped to perform the requested materials testing and construction inspection services for this project. Ninyo & Moore has assembled a carefully selected and highly qualified team, which includes professional engineers, special inspectors and certified technicians. All of our proposed project personnel are experienced and possess working knowledge of state-of-the-practice procedures and local standards. Ninyo & Moore personnel are licensed in their specific disciplines and are fully committed to providing the necessary resources for successful completion of each project. They will be available to respond quickly, as needed.

Response Time: Timely dispatching of our special inspectors is crucial to the project's progress and schedule. Our full-time dispatcher schedules inspectors with a 24-hour notice. We understand the complexity of schedules and that they can change at a moment's notice and we will work closely with the project team to properly cover all inspection requests. If necessary, personnel can be available 24-hours-a-day, 7-days-a-week. Ninyo & Moore's Project Manager, Lothus Hennefer, will be available throughout the duration of all project assignments. Project requests will be addressed immediately and we will respond to emergencies throughout the duration of the project, as required.

Communication: Communicating regularly with all involved parties helps the project to run more smoothly, address potential issues early on and monitor the budget. Mr. Hennefer will be in close contact with the special inspectors and project team keeping everyone in the loop with regards to the testing and inspection. By being proactive instead of reactive, we are able to foresee and resolve potential issues and bring them to the immediate attention of the project team. We are constantly looking ahead and preparing for the next construction activity.

Health and Safety: It is Ninyo & Moore's policy to provide a safe and healthful work environment for all of its employees through the prevention of occupational injuries and illnesses. In keeping with this policy, Ninyo & Moore maintains a Corporate Health and Safety Program (HSP) and Management System for all of our operations.

Assumptions

- Our services are subject to California prevailing wage law.
- Project labor agreement is not required.
- **Field technician and special inspection hours are charged portal to portal at a 2-hour minimum, and 2-hour minimum for hours exceeding 2 hours.**
- Our proposed rates will remain the same throughout the duration of the project.
- Per diem will not be charged for the shop welding inspection services at the fabricator's facility located within 100-mile radius from the job site or from our offices in Arizona, California, Colorado, Nevada, Texas and Utah. Our local office will supply AWS/CWI welding inspector.
- Per diem will not be charged for the bleacher fabrication shop is located in Graham, Texas. Our local office will provide AWS-CWI certified welding inspector.
- Geotechnical engineer of record - AGS, Inc. will be retained during construction to provide technical consultation and geotechnical observation during construction.



Dublin Unified School District, Emerald High School

Fee Estimate

We propose to perform the scope of services described above, subject to the listed assumptions, on a time-and-materials basis in accordance with the attached Schedule of Fees.

Our fee estimate for the scope of services described is **\$238,952** (Two Hundred Thirty Eight Thousand Nine Hundred Fifty Two Dollars). Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost will vary accordingly.

Table 1 - Breakdown of Estimated Fee

Soil Compaction Testing

Field Technician	Sampling and Compaction Testing of Subgrade, Aggregate Base and Asphalt Concrete	120 hours	@ \$ 95.00 /hour	\$ 11,400.00
Laboratory Proctor Test	Subgrade and Aggregate Base Material	4 tests	@ \$ 240.00 /test	\$ 960.00
Hveem Density Test	Asphalt Concrete	2 tests	@ \$ 220.00 /test	\$ 440.00
Subtotal				\$ 12,800.00

Reinforced Concrete

Field Technician	Sampling and Tagging of Reinforcing Steel	60 hours	@ \$ 95.00 /hour	\$ 5,700.00
Field Technician	Concrete Batch Plant Inspection (Periodic)	30 hours	@ \$ 95.00 /hour	\$ 2,850.00
Field Technician	Sampling and Testing of Concrete (Slump & Temperature) - 15 Pours	120 hours	@ \$ 95.00 /hour	\$ 11,400.00
Reinforcing Steel	Tensile and Bend Test in the Laboratory	40 tests	@ \$ 55.00 /test	\$ 2,200.00
Compression Tests	5 Concrete Cylinders / 50 Cubic Yards (4"x 8" Cylinders)	160 tests	@ \$ 30.00 /test	\$ 4,800.00
Subtotal				\$ 26,950.00

Reinforced Shotcrete

Special Inspector	Reinforcing Steel and Shotcrete Placement Inspection for Pre-Production Panel	8 hours	@ \$ 95.00 /hour	\$ 760.00
Field Technician	Coring of Pre-Production Panel for Nozzlemen Qualification	8 hours	@ \$ 165.00 /hour	\$ 1,320.00
Special Inspector	Reinforcing Steel and Shotcrete Placement Inspection during Production - 10 Pours	160 hours	@ \$ 95.00 /hour	\$ 15,200.00
Field Technician	Sample Pick Up (Shotcrete Panels)	24 hours	@ \$ 95.00 /hour	\$ 2,280.00
Compression Tests	Coring, Capping and Testing of 4 Shotcrete Cores per Panel	10 panels	@ \$ 250.00 /pane	\$ 2,500.00
Subtotal				\$ 22,060.00

Structural Masonry

Special Inspector	Masonry Wall Inspection - CMU Blocks, Reinforcement, Dowels and Anchor Bolts	80 hours	@ \$ 95.00 /hour	\$ 7,600.00
Special Inspector	Masonry Grout and Mortar, Placement Inspection and Sampling	60 hours	@ \$ 95.00 /hour	\$ 5,700.00
Special Inspector	Coring of CMU Wall and Collect Samples for Laboratory Testing	8 hours	@ \$ 95.00 /hour	\$ 760.00
Laboratory	Compression Tests, Masonry Grout	40 tests	@ \$ 30.00 /test	\$ 1,200.00
Laboratory	Compression Tests, Masonry Mortar	40 tests	@ \$ 30.00 /test	\$ 1,200.00
Subtotal				\$ 16,460.00

Post-Installed Anchors in Concrete & Masonry

Special Inspector	Post-Installed Anchors, Anchor Bolts and Anchor Rods Installation Inspection	160 hours	@ \$ 95.00 /hour	\$ 15,200.00
Field Technician	Torque or Pull testing of Post-Installed Anchors, Anchor Bolts and Anchor Rods	120 hours	@ \$ 105.00 /hour	\$ 12,600.00
Subtotal				\$ 27,800.00

FRP Installation

Special Inspector	Full Time Inspection during FRP Installation and Verification of Concrete and Reinforced And Unreinforced Masonry Strengthening Using Fiber-Reinforced Polymer (FRP) And Steel-Reinforced Polymer (SRP) Composite Systems	220 hours	@ \$ 95.00 /hour	\$ 20,900.00
Special Inspector	Placement Inspection and Tension Testing of FRP Anchors in the Field	160 hours	@ \$ 95.00 /hour	\$ 15,200.00
Laboratory	Tension and Elongation Tests of FRP Samples (12" x 12")	24 tests	@ \$ 450.00 /test	\$ 10,800.00
Subtotal				\$ 46,900.00

Table 1 - Breakdown of Estimated Fee**Structural Steel Welding**

Special Inspector	Materials ID & Structural Steel Welding Inspection in the Shop	120 hours @ \$ 95.00 /hour	\$ 11,400.00
Special Inspector	Structural Steel Welding Inspection in the Field	100 hours @ \$ 95.00 /hour	\$ 9,500.00
Special Inspector	Non Destructive Testing (UT & MP)	24 hours @ \$ 95.00 /hour	\$ 2,280.00
Special Inspector	Non Shrink Grout Placement Inspection	24 hours @ \$ 95.00 /hour	\$ 2,280.00
Compression Test	Non Shrink Grout	16 tests @ \$ 30.00 /test	\$ 480.00
Subtotal			\$ 25,940.00

Reimbursables

Field Vehicle	1606 hours @ \$ 15.00 /hour	\$ 24,090.00
Field Equipment	1606 hours @ \$ 12.00 /hour	\$ 19,272.00
Subtotal		\$ 43,362.00

Project Management

Principal Engineer	Consultation, Project Oversight, and Final Affidavit Letter (DSA 291 and 293)	24 hours @ \$ 185.00 /hour	\$ 4,440.00
Project Manager	Meetings, Concrete Mix Design and WPS Review and Report Preparation	60 hours @ \$ 140.00 /hour	\$ 8,400.00
Assistant/Dispatcher	Data Compilation and Scheduling	48 hours @ \$ 80.00 /hour	\$ 3,840.00
Subtotal			\$ 16,680.00

TOTAL ESTIMATED FEE**\$ 238,952.00**

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 185
Senior Engineer/Geologist/Environmental Scientist.....	\$ 165
Senior Project Engineer/Geologist/Environmental Scientist	\$ 150
Project Engineer/Geologist/Environmental Scientist.....	\$ 140
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 125
Staff Engineer/Geologist/Environmental Scientist.....	\$ 115
GIS Analyst	\$ 110
Field Operations Manager	\$ 125
Supervisory Technician.....	\$ 110
Nondestructive Examination Technician, UT, MT, LP.....	\$ 110
Field/Laboratory Technician	\$ 95
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$ 95
Technical Illustrator/CAD Operator.....	\$ 85
Information Specialist.....	\$ 85
Geotechnical/Environmental Assistant.....	\$ 80
Data Processing, Technical Editing, or Reproduction.....	\$ 70

Other Charges

Expert Witness Testimony	\$ 400 /hr
Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage	\$ 130 /day
Anchor load test equipment (includes technician)	\$ 105 /hr
Hand Auger Equipment.....	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer)	\$ 30 /hr
Equipment/Nuclear Density Gauge Usage	\$ 12 /hr
Field Vehicle Usage	\$ 15 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment and other special equipment provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged portal to portal at a 2-hour minimum, and 2-hour minimum for hours exceeding 2 hours.

~~Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.~~

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

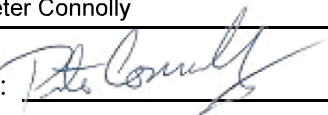
Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Principal Engineer *[insert "owner" or officer title]* of Ninyo & Moore
[insert name of business entity], have read the foregoing and agree that Ninyo & Moore
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.
Dated: 5-28-2025

Name: Peter Connolly

Signature: 

Title: Principal Engineer

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.


Entity Name: Ninyo & Moore Geotechnical & Environmental Sciences Consultants
Date of Entity's Contract with District: 6-26-2025
Scope of Entity's Contract with District: Materials Testing & Special Inspection

I, Peter Connolly *[insert name]*, am the Principal Engineer *[insert "owner" or officer title]* for Ninyo & Moore *[insert name of business entity]* ("Entity"), which entered a contract on June 26, 2025, with the District for materials testing & inspection

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 28, 2025

Signature: 
Typed Name: Peter Connolly
Title: Principal Engineer
Entity: Ninyo & Moore

Memorandum:

Date: Nov 26, 2024

To: Kenya Chatman, Colland Jang

CC: David Colbert, Juanita Hunter, Mark Newton, Ty Taylor, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Local Business Compliance Team, OUSD

Subject: LBU Modification - Scope Specific - Materials Testing and Special Inspection

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Scope: Materials Testing and Special Inspection

Analysis:

An availability analysis has been conducted for Materials Testing and Special Inspection - Scope - Testing Laboratories (NAICS: 541380), to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is our recommendation that due to the lack of availability of small and local firms, the full 50% Local Business Enterprise (L/SLBE) requirement for the above referenced scope be waived.

LBU Recommendation:

Full LBU Waiver -

An additional review may be conducted within one (1) year of this notice to reassess the availability of eligible firms. If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2025

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

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

PRODUCER Cavnagac 451 A Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-234-6848 E-MAIL ADDRESS: certificates@cavnagac.com FAX (A/C, No): 619-234-8601
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1301 Marina Village Parkway, Suite 110 Alameda, CA 94501	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Pacific Insurance Company, Ltd INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 690265074**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Separation of in GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6308986R247	10/3/2024	10/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8107N033091	10/3/2024	10/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP9J428527	10/3/2024	10/3/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB6P428399	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/ Pollution Liability			72OH068190524	10/3/2024	10/3/2025	Each Claim \$5,000,000 Aggregate \$5,000,000

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

RE: ALL OPERATIONS OF THE NAMED INSURED. Oakland Unified School District, District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named as additional insureds as respects to General Liability and Automobile Liability per policy form. Primary and Non-Contributory coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply when afforded on underlying policies). Professional Liability - Claims made form, defense costs included within limit. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn - Risk Management 1000 Broadway, Suite 440 Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	McClymonds High School Modernization Project	Site	303
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Information

Contractor Name	Ninyo & Moore	Agency's Contact		Peter Connolly			
OUSD Vendor ID #	003087	Title		Principal			
Street Address	1301 Marina Village Parkway, Suite 110	City	Alameda	State	CA	Zip	94501
Telephone	510-343-3000	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	22110						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-26-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2027
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 238,952.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9657/9856	Fund 21 Measure Y	210-9657-0-9856-8500-6265-303-9180-9906-9999-21110	6265	\$238,952.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature	Date Approved			
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	05/28/2025		
3.	Chief Systems and Services Officer				
	Signature <i>Preston Thomas</i> (May 29, 2025 14:43 PDT)	Date Approved	05/29/2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			