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File ID Number	14-0507
Committee	Facilities
Introduction Date	3-26-2014
Enactment Number	14-0537
Enactment Date	2/06/14



Community Schools, Thriving Students

Memo

To

Board of Education

From

Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education By: Vernon Hal, Deputy Superintendent, Business Operations VEV Timothy White, Associate Superintendent, Facilities Planning and

Management

Board Meeting Date

March 26, 2014

Subject

Independent Consultant Agreement for Professional Services - Ninyo & Moore -

California Solar Initiative Project

Action Requested

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Ninyo & Moore for Materials Testing Services on behalf of the District at the California Solar Initiative Project, in an amount not-to exceed \$69,620.00. The term of this Agreement shall commence on March 12, 2014 and shall conclude no later than March 12, 2016.

Background

Materials testing and construction inspection services needed to ensure that adequate standards of safety and quality are met.

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



Community Schools, Thriving Students

Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Ninyo & Moore for Materials Testing Services on behalf of the District at the California Solar Initiative Project, in an amount not-to exceed \$69,620.00. The term of this Agreement shall commence on March 12, 2014 and shall conclude no later than March 12, 2016.

Fiscal Impact

General Obligation Bond-Measure B

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

California Solar Initiative

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the <u>15th day of January, 2014</u> by and between the Oakland Unified School District, Oakland, California ("District") and <u>Ninyo & Moore</u> ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on Exhibit "A."

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The vendor is to provide materials testing and construction inspection services for CSI Projects, Region 3. Region 3 is comprised of the school sites; Skyline High School, King Estates Middle School, Castlemont High School, Havenscourt Middle School and Madison Middle.

2. **Term**. The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence March 26, 2014 and conclude no later than March 26, 2016.

- 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:
 - X Signed Agreement
 X Workers' Compensation Certification
 X Insurance Certificates and Endorsements
- 4. Compensation. Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in Exhibit "B" (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed <u>Sixty-nine thousand</u>, six hundred twenty dollars and no cents (\$69,620.00). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- 6. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
- 7. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.

8. Performance of Services.

- 8.1. Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
- 9. Originality of Services. Except as to standard generic details, 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 five (5) 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.
- 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/or 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.

13. **Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of,

connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

14. Insurance.

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 14.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
 - 14.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - 14.1.3. **Professional Liability (Errors and Omissions)**. Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement		
Commercial General Liability Insurance, including Bodily			
Injury, Personal Injury, Property Damage, Advertising Injury,			
and Medical Payments			
Each Occurrence	\$ 1,000,000		
General Aggregate	\$ 1,000,000		
Automobile Liability Insurance - Any Auto			
Each Occurrence	\$ 1,000,000		
General Aggregate	\$ 1,000,000		
Professional Liability	\$ 1,000,000		
Workers Compensation	Statutory Limits		
Employer's Liability	\$ 1,000,000		

- 14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 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. Certificates/Permits/Licenses. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 18. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 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 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
- 20. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
- 21. Disabled Veteran Business Enterprises. Section 17076.11 of the Education Code requires

school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

- 22. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE): There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
- 23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 24. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 25. 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.
- 26. **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. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 27. 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:

Oakland Unified School District 955 High Street Oakland, CA 94601

ATTN: Tadashi Nakadegawa,

Director of Facilities

Consultant:

Ruchil Shah Ninyo & Moore 1956 Webster Street, Suite 400 Oakland, CA 94612

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

- 28.Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29.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 the county in which the District's administrative offices are located.
- 30. 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.
- 31.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.
- **32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33.Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34.Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35.Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36.Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 37.Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

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

Susie Butler-Berkley Contract Analyst IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT	
	Date: 3(27/14
David Kakashiba, President, Board of Education	, , ,
CRUP	Date: 3 11 14
Dr. Gary Yèe, Acting Superintendent and Secretary, Board of Education	
Timothy White, Associate Superintendent Facilities Planning and Management	Date:
NINYO & MOORE	
Den & aas	1-30-14
ADDROVED AS TO FORM:	
APPROVED AS TO FORM:	Date:
Catherine Boskoff, Facilities Counsel	

Information regarding Consultant:

Consultant: NINVO & Moore	33-0269828 :
License No.: A 697063	Employer Identification and/or Social Security Number
Address: 1956 Webster St., Suite 400 Cakland, CA 94612	NOTE: Title 26, Code of Federal Regulations, sections 6041 and
Telephone: 510 343-3600	6209 require non-corporate recipients of \$600.00 or more to
Facsimile: 510 343-3001	furnish their taxpayer identification number to the payer. The
E-Mail:	regulations also provide that a penalty may be imposed for failure
Type of Business Entity: Individual Sole Proprietorship Partnership Limited Partnership Corporation, State: Limited Liability Company Other:	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.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to selfinsure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:	1-30-14
Proper Name of Consultant:	Ninyo & Move
Signature:	Dun & Clas
Print Name:	Terence K. Wang
Title:	General Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):
The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or
Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is
Name: RUCHIC SHAH
Name: PUCHIC SHAH Title: MANAGER
The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contract with the District pupils.
Consultant's responsibility for background clearance extends to all of its employees, Subconsultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.
Date: 1-30-14
Proper Name of Consultant: Ninyo 9 Maye
Signature: Qui C da
Print Name: Terence K. Wang
Title: Seneral Manager

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

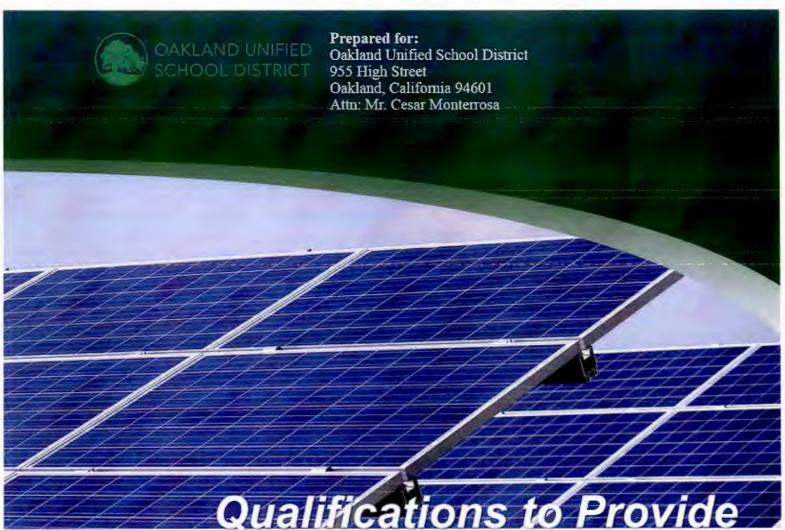
The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

1-30-14
Ninyo & Moore
Vin & das
Terence K. Wang
General Manager

EXHIBIT "A" DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

(PLEASE SEE THE ATTACHED PROPOSAL FROM Ninyo & Moore)



Testing and Special Inspection Services 12100 CSI Projects - Multiple Sites



Ninyo & Moore

Geotechnical and Environmental Sciences Consultants

Northern California Offices

1956 Webster Street, Suite 400 Oakland, California 94612 Ph: (510) 343-3000, Fax: (510) 343-3001

> 2149 O'Toole Avenue, Suite 10 San Jose, California 95131

50 California Street, 7th Floor San Francisco, California 94111

1355 Halyard Drive, Suite 120 West Sacramento, California 95691

> www.ninyoandmoore.com (800) 427-0401



November 15, 2013 Proposal No. P-82507

Mr. Cesar Monterrosa 955 High Street Oakland, California 94601

Subject: Response to Request for Proposal – Testing and Special Inspection Services

Dear Mr. Monterrosa:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants, a Minority-owned Business Enterprise (MBE), is pleased to submit our response to your Request for Proposal for Testing and Special Inspection Services.

Established in 1986, Ninyo & Moore is one of the largest firms in the western United States specializing in Geotechnical Engineering, Environmental Engineering and Materials Testing and Special Inspection Services. Ninyo & Moore will service this contract from our Oakland office. Ninyo & Moore takes pride in providing quality service to our clients. By utilizing multi-certified soil technicians and special inspectors, we are able to combine the number of field inspector hours to complete a task. This has saved our clients considerable testing costs during construction.

Our team will be led by Mr. Ruchil Shah, Project Manager and the primary point-of-contact. He will be available to the Oakland Unified School District throughout the duration of all project phases. Mr. Terence Wang, PE, GE, will be the Principal-in-Charge and Contract Manager. Having successfully completed numerous K-12 and community college projects, our team is very familiar with California Code of Regulations, Title 24; the Division of the State Architect's Interpretation of Regulations Document IRA-4; and California Geological Survey's Note 48. Mr. Shah's contact information is:

1956 Webster Street, Suite 400, Oakland, California Office: (510) 343-3000 Fax: (510) 343-3001 rshah@ninyoandmoore.com

We enthusiastically submit this response to your RFP and we look forward to the opportunity of working with the Oakland Unified School District. We are available to answer any questions during your evaluation period. Mr. Shah can be reached via the contact information provided above.

Sincerely,

NINYO & MOORE

Ruchil Shah Project Manager

RS/TKW/ayp

Distribution: (pdf) Addressee

Ouw C Wavy
Terence K. Wang, PE, GE
Principal Engineer



FIRM AND STAFF QUALIFICATIONS/CREDENTIALS

Ninyo & Moore Geotechnical and Environmental Sciences Consultants, California Corporation and a minority-owned business, is one of the largest firms in the western United States specializing in Materials Testing and Inspection, Geotechnical Engineering, Environmental Engineering, and Engineering Geology. Established more than 25 years ago, Ninyo & Moore provides services on a wide variety of projects, including educational facilities, commercial buildings, municipal structures, and other public and private sector projects.

Ninyo & Moore's concrete technicians are certified by the American Concrete Institute (ACI). Our construction inspectors are certified in the disciplines of concrete, prestressed concrete, masonry, structural steel, and fireproofing by the International Code Council (ICC). Many of our special inspectors are also DSA certified. Additionally, selected structural steel inspectors are certified by the American Welding Society (AWS). Our inspectors are also certified by agencies and building inspection departments for which we have performed a number of projects, such as Caltrans, the City of Los Angeles, and the City of San Diego. Field and laboratory technicians are ACI, ICC, NICET, OSHA, and Caltrans-certified. Ninyo & Moore's testing laboratories have been inspected and/or accredited by AASHTO, AMRL, ASTM, Caltrans, California Division of the State Architect (DSA), City of Los Angeles, City of San Diego, Nevada Department of Transportation, Clark County, City of Las Vegas, and U.S. Army Corps of Engineers.

Our Oakland based Division of the State Architect (DSA)-certified laboratory is fully equipped and staffed to perform materials and soils testing (LEA #219). Our staff has extensive experience assisting both our clients and designated Construction Managers with monitoring construction activities for compliance with the approved project documents, performing construction materials conformance testing, and the preparation and submittal of the necessary reports to the DSA (including forms 291 and 292).

Ninyo & Moore offers fully equipped, well-staffed, state-of-the-art laboratory facilities performing a range of laboratory testing services under the supervision of a registered civil engineer. Our firm's laboratories are capable of performing a wide variety of soil, concrete, asphalt, and steel testing. Laboratory testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and is regularly inspected by the Cement and Concrete Reference Laboratory (CCRL).

The firm's 400 professionals and support staff also include registered geotechnical and civil engineers, geologists, hydrogeologists, engineering geologists, geophysicists, environmental scientists, and specialists in fields such as regulatory issues and interpretation, hazardous waste management, and remedial action planning.

We will utilize personnel from our Oakland office and laboratory facility, which is the closest in proximity to the project site. Type of work performed at this location includes all materials testing services, management, etc. The firm's corporate headquarters is located in San Diego, and the Oakland office location would be used as an additional resource, should the need arise. Type of work performed at this location includes secondary "back up" materials testing services, accounts receivables, accounts payables, etc.





Our firm has successfully completed hundreds of special inspection and materials testing, geotechnical, and environmental projects for educational facilities, and we have earned a reputation for providing quality services while working within strict schedules and budgets. Our materials testing and inspection professionals will assist Oakland Unified School District's project team in monitoring construction activities for compliance with approved project documents, performing construction materials testing and inspection, including submitting the necessary reports to the County of Santa Clara and all parties designated by Oakland Unified School District.

Ninyo & Moore is exceptionally well qualified to provide services to Oakland Unified School District for the following reasons:

Experience: Ninyo & Moore has extensive experience providing geotechnical, environmental and materials testing and inspection services for colleges, universities, and school districts, as well as local municipalities and government agencies. Our clients include:

- Palo Alto Unified School District
- Oakland Unified School District
- Alameda Unified School District
- Carmel Partners
- Chabot-Las Positas Community College
- City College of San Francisco
- Contra Costa Community College District
- West Contra Costa Unified School District
- · Cal Poly, San Luis Obispo
- Long Beach Community College District
- Los Angeles Unified School District
- Marin Community College District
- Palomar Community College District

- Peralta Community College District
- San Diego Community College District
- San Diego Unified School District
- San Francisco Unified School District
- San Leandro Unified School District
- San Mateo County Community College District
- San Mateo/Foster City School District
- San Ramon Unified School District
- San Diego Community College District
- Southwestern Community College District
- Temecula Unified School District
- University of California, Irvine
- University of California, San Diego

Ninyo & Moore has provided services for the following Oakland Unified School District schools:

- Downtown Educational Complex
- Life Academy High School
- Fremont High School
- Edna Brewer Middle School
- Havenscourt Middle School
- Skyline Wellness Center

- McClymonds High School
- Calvin Simmons Middle School
- Laurel Child Development Center
- Elmhurst Middle School
- Glenview Elementary School
- Castlemont High School

Ninyo & Moore has experience in providing services on solar projects. Some of which includes:

- OUSD Solar Project
- PG&E Vaca-Dixon Solar Station
- PG&E Schindler I Solar Project
- PG&E Schindler II Solar Project

- Hagel Federal Building Solar PV System
- Solano Community College Solar Project
- AC Transit Yard Solar Project





Personnel: Ninyo & Moore has a staff of 400 which includes 80 licensed professionals (engineers, geologists, geophysicists, and scientists) and 125 field and laboratory technicians, and inspectors. Each is highly qualified and experienced, and possesses working knowledge of required procedures, documents, and standards. Ninyo & Moore's concrete technicians are certified by the American Concrete Institute (ACI). Our construction inspectors are certified in the disciplines of concrete, prestressed concrete, masonry, structural steel, and fireproofing by the International Code Council (ICC). Additionally, selected structural steel inspectors are certified by the American Welding Society (AWS). Our soils technicians are trained by geotechnical engineers under accreditation procedures approved by the American Association of State Highway Officials (AASHTO). All of our inspectors are also certified by agencies and building inspection departments for which we have performed a number of projects, such as Caltrans and local municipalities.

Staff Availability: Ninyo & Moore's current and anticipated work load is such that our proposed special inspectors assigned to this project will be able to respond to requests for the duration of this contract and will be available to Oakland Unified School District 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 Oakland Unified School District's 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 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. Point-of-contact telephone/cell phone numbers will be provided to the Oakland Unified School District-designated project manager/representative(s).

Response Time: Timely dispatching of our special inspectors is crucial to the project's progress and schedule. Our inspectors are readily available provided a minimum of 24 hours notice is given. We understand the complexity of schedules and that they can change at a moments notice; we will work closely with Oakland Unified School District's project staff to properly cover all inspection requests. If necessary, personnel can be available for weekend and/or around-the-clock efforts. Ninyo & Moore's Project Manager, Ruchil Shah, will be available throughout the duration of all project assignments. Oakland Unified School District 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. Shah will be in close contact with the special inspectors and Oakland Unified School District 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 Oakland Unified School District's 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.





Proposed Project Team

Ninyo & Moore has selected a highly qualified and experienced team of professionals for this important contract. The Ninyo & Moore project team is presented in the table below. Full resumes are presented on the following pages.

Key Personnel	Project Assignment	Registrations/ Certifications
Ruchil Shah	Project Manager	EIT
Terence Wang	Principal-In-Charge	PE, GE
Arthur Crawford	Special Inspector	AWS-CWI, NDT/UT II, ICC, ACI, DSA
Steven Long	Special Inspector	AWS-CWI, ICC, ACI
Jack Leon	Field Technician	ICC, ACI
Danny Winn	Field Technician	ICC, ACI

Organizational Structure

Our team will be led by our Materials Testing Project Manager, Ruchil Shah. Mr. Shah will be available throughout the duration of the project and will be an active participant in the day-to-day activities. Mr. Shah has many years of relevant experience in materials testing and special inspection, including serving as the Project Manager on the successful concrete, shotcrete and steel framed Arrillaga Family Center Addition and Comstock Graduate Housing projects at Stanford University.

Mr. Shah's duties will include but are not limited to:

- Serve as the Primary Point-of-Contact
- Work closely with Oakland Unified School District's Project Manager, Contractor and Architect to ensure all services are provided in a timely and professional manner
- Staff the project with qualified and experienced special inspectors who are thoroughly familiar with the project nuances, schedules and budget
- Make routine site visits and attend preconstruction meetings, including any other meetings, as requested by Oakland Unified School District
- ☑ Organize, direct and manage project tasks including providing QA/QC oversight
- Create and issue a budget breakdown spreadsheet, upon request, which shall be included with our invoice on a monthly basis, with all supporting/required data
- ☑ Implement pro-active approach systems for all special inspection activities
- ☑ Provide technical support as needed
- Review all daily field reports, laboratory reports, concrete mix designs and welding procedures submittal reviews

As the **Principal-in-Charge**, **Mr**. **Terence Wang**, **PE**, **GE**, commits the complete resources of Ninyo & Moore to your project. Mr. Wang has over 35 years experience in providing oversight for public works as well as infrastructure projects for universities, cities, counties, school districts, Caltrans, Department of Water Resources, and U.S. Army Corps of Engineers. In his role as Principal-in-Charge, Mr. Wang's duties include:

- Oversee the overall performance of the project to the satisfaction of the Oakland Unified School District
- Serve as a back-up contact to Oakland Unified School District





- Perform field visits, as required, to provide senior site assessment
- Make available staffing and equipment needs for the project
- Provide support to our Project Manager, Mr. Shah, in all aspects of the project
- Assist in the preparation of technical scope of work
- Review reports and other project submittals
- ✓ Issue internal memoranda concerning current guidelines, regulations and technologies
- Provide preliminary and final review of findings, conclusions and recommendations including project deliverables

Project Understanding

Following estimated fees for all the schools are based on project understanding as mentioned below.

- Our services will be scheduled and coordinated by the District's Project Inspector.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours. Weekend and overtime work has not been included in this cost proposal.
- Our services are subject to California prevailing wage law, but we are not required to sign a project labor agreement
- Site visits made by technicians will be billed on a on a portal-to-portal basis with 2-hour minimum and 4-hour increments. Site visits made by special inspector will be billed based on 2-hour minimum and 4-hour increments.
- ☑ The DSA Project Inspector will perform inspection services including:
 - Placement of reinforcing steel, formwork and embedded elements
 - Placement of concrete
 - Installation of post-installed anchors
- Periodic concrete batch plant inspection will be required/performed during structural concrete pours. Our proposal includes this service.
- We anticipate one local Bay Area fabricator will be utilized for concurrent fabrication of structural and miscellaneous steel. We have based our estimate for shop welding inspection services on this and our prior experience with similar types of projects.
- ☑ The locations of the drilled piers will be verified by the DSA Project Inspector.
- Pier integrity and load testing have been excluded from this scope of work.
- Electrical grounding testing, waterproofing observation and testing services, and ballast panel friction testing services are not included in the cost estimate.
- Services that are not included will be provided upon the District's written request.
- Additional laboratory testing will be provided upon request and written approval, and will be billed at the rates listed on the attached fee schedule.





TIME-AND-MATERIALS NOT-TO-EXCEED FEE PROPOSAL

Below is the summary of Not-to-Exceed Fee Proposal for each region followed by the break down of estimated fees for each school.

SUMMARY OF ESTIMATED FEES FOR GEO TESTING, AND INSPECTION SERVICE	
Sankofa Elementary School	\$1,95
Oakland International High School	\$7,90
Oakland Tech High School	\$19,48
Westlake Middle School	\$7,02
McClymonds High School	\$11,32
Lowell Middle School	\$11,30
REGION	1 TOTAL ESTIMATED FEE \$58,99

SUMMARY OF ESTIMATED FEES FOR GEOTECHNICAL, TESTIN INSPECTION SERVICES FOR REGION # 2	IG, AND Estimated Fees
Montera Middle School	\$11,968
Bret Harte Middle School	\$8,417
Edna Brewer Middle School	\$10,244
Oakland High School	\$15,705
Roosevelt Middle School	\$7,284
REGION 2 TOTAL ESTIMA	ATED FEE \$53,618

SUMMARY OF ESTIMATED FEES FOR GEOTECHNICAL, TESTING, AND INSPECTION SERVICES FOR REGION # 3	Estimated Fees
Skyline High School	\$29,075
King Estates Middle School	\$5,742
Castlemont High School	\$19,087
Havenscourt Middle School	\$7,085
Madison Middle School	\$8,631
REGION 3 TOTAL ESTIMATED FEE	\$69,620



Region #1



TABLE 1 - SANKOFA ELEMENTARY SCHOOL BREAKDOWN OF ESTIMATED FEE

TASK 1 - FIELD TESTING & SPECIAL INSPECTION							
Load Testing Technician (Torque/Pull Testing) with Equipment		8 hours	@	\$	89	/hour	\$ 712
	Subtotal						\$ 712

Project Engineer/Geologist- Project Coordination	4 hours	@	\$ 	/hour	\$ 532
Principal Engineer-Lab Verified Reports (DSA-291)	2 hours	@	\$ 155	/hour	\$ 310
Project Engineer-Special Inspection Verified Reports (DSA-292)	2 hours	@	\$ 133	/hour	\$ 266
Administration - Word Processing, Misc.	2 hours	@	\$ 65	/hour	\$ 130
Subtotal					\$ 1,238

TABLE 2 - OAKLAND INTERNATIONAL HIGH SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	2 tests	@	\$ 260	/test	\$ 520
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$ 90	/test	\$ 90
Expansion Index	1 test	@	\$ 240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	1 hour	@	\$ 133	/hour	\$ 133
Field Technician (Earthwork Observation and Soil Testing)	8 hours	@	\$ 85	/hour	\$ 680
Nuclear Density Gauge Usage	8 hours	@	\$ 12	/hour	\$ 96
Vehicle/Equipment Usage	8 hours	@	\$ 10	/hour	\$ 80
Sample Pick-ups	2 hours	@	\$ 85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	3 hours	@	\$ 133	/hour	\$ 399
Subtotal					\$ 2,408

TASK 2 - FIELD TESTING	& SPECIAL IN	SPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Non-Shrink Grout)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Shop Welding)		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		16 hours	@	\$ 89	/hour	\$ 1,424
Sample Pick-ups		4 hours	@	\$ 85	/hour	\$ 340
	Subtotal					\$ 3,804

TASK 3 - LA	BORATORY ANALYSES				
Compressive Strength (Concrete)	4 tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)	2 tests	@	\$ 55	/test	\$ 110
Reinforcing Steel (Tensile)	2 tests	@	\$ 55	/test	\$ 110
Compressive Strength (Non-Shrink Grout)	6 tests	@	\$ 30	/test	\$ 180
	Subtota!				\$ 520

Project Engineer/Geologist- Project Coordination Principal Engineer-Lab Verified Reports (DSA-291)		2 hours	@	\$ 155	/hour	\$ 310
Project Engineer-Special Inspection Verified Reports (DSA-292)		2 hours	@	\$ 133	/hour	\$ 266
Administration - Word Processing, Misc.		1 hour	@	\$ 65	/hour	\$ 65
	Subtotal					\$ 1,173
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION						\$ 5,49

TABLE 3 - OAKLAND TECHNICAL HIGH SCHOOL BREAKDOWN OF ESTIMATED FEE

TASK 1 - GEOTECHNICAL TESTING, OBSERVA	TION & MANA	AGE	MEN	т		
Maximum Density	3 tests	@	\$	260	/test	\$ 780
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$	90	/test	\$ 90
Expansion Index	1 test	@	\$	240	/test	\$ 240
Hveem Stability and Unit Weight, CT 366	test	@	\$	241	/test	\$ -
Senior Staff Engineer/Geologist (Drilled Pier Observation)	12 hours	@	\$	120	/hour	\$ 1,440
Project Engineer/Geologist (Data Compilation and Project Coordination)	3 hours	@	\$	133	/hour	\$ 399
Field Technician (Earthwork Observation and Soil Testing)	16 hours	@	\$	85	/hour	\$ 1,360
Nuclear Density Gauge Usage	16 hours	@	\$	12	/hour	\$ 192
Vehicle/Equipment Usage	16 hours	@	\$	10	/hour	\$ 160
Sample Pick-ups	4 hours	@	\$	85	/hour	\$ 340
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	6 hours	@	\$	133	/hour	\$ 798
Subtotal						\$ 5,799
SUBTOTAL FOR GEOTECHNICAL SERVICES						\$ 5,799

TASK 2 - FIELD TESTING & SPECIAL	INSPECTION				
Concrete Sampling & Testing	16 hours	@	\$ 85	/hour	\$ 1,360
Concrete Batch Plant Inspection	16 hours	@	\$ 85	/hour	\$ 1,360
Reinforcing Steel - Sampling & Tagging	4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Steel/Bolting)	8 hours	@	\$ 85	/hour	\$ 680
Special Inspector (Non-Shrink Grout)	4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)	16 hours	@	\$ 85	/hour	\$ 1,360
Special Inspector (Shop Welding)	16 hours	@	\$ 85	/hour	\$ 1,360
Special Inspector (Steel/Bolting) Non Destructive Examination Technician (Torque and Pull Testing and	hour	@	\$ 85	/hour	\$ -
Ultrasonic Testing)	4 hours	@	\$ 95	/hour	\$ 380
Special Inspector (Epoxy/Dowel)	hour	@	\$ 85	/hour	\$ -
Load Testing Technician (Torque/Pull Testing) with Equipment	8 hours	@	\$ 89	/hour	\$ 712
Special Inspector (FRP Installation)	hour	@	\$ 85	/hour	\$ -
Coring Technician (Coring of FRP Samples) with Equipment	hour	@	\$ 145	/hour	\$ -
Sample Pick-ups	10 hours	@	\$ 85	/hour	\$ 850
Vehicle/Equipment Usage	hour	@	\$ 10	/hour	\$ -
Subtotal					\$ 8,742

TASK 3 - LABORATORY ANAL	YSES					
Compressive Strength (Concrete)	16 tests	@	\$	30	/test	\$ 480
Reinforcing Steel (Bend)	6 tests	@	\$	55	/test	\$ 330
Reinforcing Steel (Tensile)	6 tests	@	\$	55	/test	\$ 330
Compressive Strength (Non-Shrink Grout)	6 tests	@	\$	30	/test	\$ 180
Shotcrete Panels (3 Cores per Panel)	test	@	49	250	/test	\$ -
Tensile Test of Fiber Reinforced Polymer (15% of the sample/type/building)	test	@	\$	795	/test	\$ -
Subtotal						\$ 1,320

TASK 4 - PROJECT COORDINATION & REPORT PREPARA	ATION (INTERIM & F	INAL	. VE	RIFIED	REPO	RTS)	
Project Engineer/Geologist- Project Coordination	8 hours	@	\$	133	/hour	\$	1,064
Principal Engineer-Lab Verified Reports (DSA-291)	8 hours	@	\$	155	/hour	\$	1,240
Project Engineer-Special Inspection Verified Reports (DSA-292)	8 hours	@	\$	133	/hour	\$	1,064
Administration - Word Processing, Misc.	4 hours	@	\$	65	/hour	\$	260
Su	ibtotal					\$	3,628
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION						ŝ	13,69
SOBTOTAL TOK MATERIALS TESTING & SPECIAL MOPEOTION							
SOBTOTAL FOR MATERIALS TESTING & SPESIAL MOPESTION							

TABLE 4 - WESTLAKE MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	1 test	@	\$ 260	/test	\$ 260
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$ 90	/test	\$ 90
Expansion Index	1 test	@	\$ 240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	2 hours	@	\$ 133	/hour	\$ 266
Field Technician (Earthwork Observation and Soil Testing)	4 hours	@	\$ 85	/hour	\$ 340
Nuclear Density Gauge Usage	4 hours	@	\$ 12	/hour	\$ 48
Vehicle/Equipment Usage	4 hours	@	\$ 10	/hour	\$ 40
Sample Pick-ups	2 hours	@	\$ 85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	2 hours	@	\$ 133	/hour	\$ 266
Subtotal					\$ 1,720
SUBTOTAL FOR GEOTECHNICAL SERVICES					\$ 1,720

TASK 2 - FIELD TESTING &	SPECIAL IN	SPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Non-Shrink Grout)		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		12 hours	@	\$ 89	/hour	\$ 1,068
Sample Pick-ups		4 hours	@	\$ 85	/hour	\$ 340
	Subtotal					\$ 2,768

TASK 3 - LAI	BORATORY ANALYS	SES				
Compressive Strength (Concrete)		4 tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)		2 tests	@	\$ 55	/test	\$ 110
Reinforcing Steel (Tensile)		2 tests	@	\$ 55	/test	\$ 110
Compressive Strength (Non-Shrink Grout)		6 tests	@	\$ 30	/test	\$ 180
	Subtotal					\$ 520

TASK 4 - PROJECT COORDINATION & REPORT PRE	PARATION (II	NTERIM & F	INAL	.VE	RIFIED	REPO	RTS)	
Project Engineer/Geologist- Project Coordination		6 hours	@	\$	133	/hour	\$	798
Principal Engineer-Lab Verified Reports (DSA-291)		4 hours	@	\$	155	/hour	\$	620
Project Engineer-Special Inspection Verified Reports (DSA-292)		4 hours	@	\$	133	/hour	\$	532
Administration - Word Processing, Misc.		1 hour	@	\$	65	/hour	\$	65
	Subtotal						\$	2,015
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION	ON						\$	5,303
TOTAL ESTIMATED FEE							\$	7,023

TABLE 5 - MCCLYMONDS HIGH SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	1 test	@	\$ 260	/test	\$ 260
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$ 90	/test	\$ 90
Expansion Index	1 test	@	\$ 240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	2 hours	@	\$ 133	/hour	\$ 266
Field Technician (Earthwork Observation and Soil Testing)	4 hours	@	\$ 85	/hour	\$ 340
Nuclear Density Gauge Usage	4 hours	@	\$ 12	/hour	\$ 48
Vehicle/Equipment Usage	4 hours	@	\$ 10	/hour	\$ 40
Sample Pick-ups	2 hours	@	\$ 85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	3 hours	@	\$ 140	/hour	\$ 420
Subtotal					\$ 1,874

TASK 2 - FIELD TESTING	& SPECIAL IN	ISPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Steel/Bolting)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Shop Welding)		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		40 hours	@	\$ 89	/hour	\$ 3,560
Sample Pick-ups		4 hours	@	\$ 85	/hour	\$ 340
	Subtotal					\$ 5.940

TASK 3 -	LABORATORY ANALYSES					
Compressive Strength (Concrete)	4 te	sts @	\$ 30	/test	69	120
Reinforcing Steel (Bend)	2 te	sts @	\$ 55	/test	\$	110
Reinforcing Steel (Tensile)	2 te	sts @	\$ 55	/test	\$	110
Compressive Strength (Non-Shrink Grout)	6 te	sts @	\$ 30	/test	\$	180
	Subtotal				\$	520

					1,064
Principal Engineer-Lab Verified Reports (DSA-291)	6 hour	s @	\$ 155	/hour	\$ 930
Project Engineer-Special Inspection Verified Reports (DSA-292)	6 hour	s @	\$ 133	/hour	\$ 798
Administration - Word Processing, Misc.	3 hour	's @	\$ 65	/hour	\$ 195
Si	ubtotal				\$ 2,987
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION					\$ 9,447

TABLE 6 - LOWELL MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	3 tests	@	\$ 260	/test	\$ 780
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$ 90	/test	\$ 90
Expansion Index	1 test	@	\$ 240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	3 hours	@	\$ 133	/hour	\$ 399
Field Technician (Earthwork Observation and Soil Testing)	8 hours	@	\$ 85	/hour	\$ 680
Nuclear Density Gauge Usage	8 hours	@	\$ 12	/hour	\$ 96
Vehicle/Equipment Usage	8 hours	@	\$ 10	/hour	\$ 80
Sample Pick-ups	4 hours	@	\$ 85	/hour	\$ 340
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$ 133	/hour	\$ 532
Subtotal					\$ 3,237
SUBTOTAL FOR GEOTECHNICAL SERVICES			_		\$ 3,237

TASK 2 - FIELD TESTING	& SPECIAL IN	ISPECTION				
Concrete Sampling & Testing		8 hours	@	\$ 85	/hour	\$ 680
Concrete Batch Plant Inspection		8 hours	@	\$ 85	/hour	\$ 680
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Steel/Bolting)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Non-Shrink Grout)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Shop Welding)		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		20 hours	@	\$ 89	/hour	\$ 1,780
Sample Pick-ups		6 hours	@	\$ 85	/hour	\$ 510
	Subtotal					\$ 5,350

TASK 3 - L	ABORATORY ANALYSES					
Compressive Strength (Concrete)	8 tests	@	\$	30	/test	\$ 240
Reinforcing Steel (Bend)	2 tests	@	\$	55	/test	\$ 110
Reinforcing Steel (Tensile)	2 tests	@	\$	55	/test	\$ 110
Compressive Strength (Non-Shrink Grout)	0 tests	@	69	30	/test	\$ 180
	Subtotal					\$ 640

SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION						\$ 8,070
	Subtotal					\$ 2,080
Administration - Word Processing, Misc.		2 hours	@	\$ 65	/hour	\$ 130
Project Engineer-Special Inspection Verified Reports (DSA-292)		4 hours	@	\$ 133	/hour	\$ 532
Principal Engineer-Lab Verified Reports (DSA-291)		4 hours	@	\$ 155	/hour	\$ 620
Project Engineer/Geologist- Project Coordination		6 hours	@	\$ 133	/hour	\$ 798

Region #2



TABLE 1 - MONTERA MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

TASK 1 - GEOTECHNICAL TESTING, OBSERVA	TION & MANA	GEI	MEN	Т		
Maximum Density	3 tests	@	\$	260	/test	\$ 780
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$	90	/test	\$ 90
Expansion Index	1 test	@	\$	240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	3 hours	@	\$	133	/hour	\$ 399
Field Technician (Earthwork Observation and Soil Testing)	8 hours	@	\$	85	/hour	\$ 680
Nuclear Density Gauge Usage	8 hours	@	\$	12	/hour	\$ 96
Vehicle/Equipment Usage	8 hours	@	\$	10	/hour	\$ 80
Sample Pick-ups	2 hours	@	\$	85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$	133	/hour	\$ 532
Subtotal						\$ 4,507
SUBTOTAL FOR GEOTECHNICAL SERVICES						\$ 4,507

TASK 2 - FIELD TESTING	& SPECIAL IN	ISPECTION				
Concrete Sampling & Testing		8 hours	@	\$ 85	/hour	\$ 680
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Steel/Bolting)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Shop Welding)		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		24 hours	@	\$ 89	/hour	\$ 2,136
Sample Pick-ups		4 hours	@	\$ 85	/hour	\$ 340
	Subtotal					\$ 4,856

TASK 3	- LABORATORY ANALYSES					
Compressive Strength (Concrete)	8 tests	@	\$	30	/test	\$ 240
Reinforcing Steel (Bend)	2 tests	@	69	55	/test	\$ 110
Reinforcing Steel (Tensile)	2 tests	@	\$	55	/test	\$ 110
	Subtotal					\$ 460

TASK 4 - PROJECT COORDINATION & REPORT PREP	ARATION (IN	ITERIM & F	INAL	.VE	RIFIED	REPO	RTS)	
Project Engineer/Geologist- Project Coordination		6 hours	@	\$	133	/hour	\$	798
Principal Engineer-Lab Verified Reports (DSA-291)		4 hours	@	\$	155	/hour	\$	620
Project Engineer-Special Inspection Verified Reports (DSA-292)		4 hours	@	\$	133	/hour	\$	532
Administration - Word Processing, Misc.		3 hours	@	\$	65	/hour	\$	195
	Subtotal						\$	2,145
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTIO	N						\$	7,461
TOTAL ESTIMATED FEE							6	11,968

TABLE 2 -BRET HARTE MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

TASK 1 - GEOTECHNICAL TESTING, OBSERVA	TION & MANA	AGEI	MEN	Т		
Maximum Density	1 test	@	\$	260	/test	\$ 260
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$	90	/test	\$ 90
Expansion Index	1 test	@	\$	240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	1 hour	@	\$	133	/hour	\$ 133
Field Technician (Earthwork Observation and Soil Testing)	4 hours	@	\$	85	/hour	\$ 340
Nuclear Density Gauge Usage	4 hours	@	\$	12	/hour	\$ 48
Vehicle/Equipment Usage	4 hours	@	\$	10	/hour	\$ 40
Sample Pick-ups	2 hours	@	\$	85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$	133	/hour	\$ 532
Subtotal						\$ 3,293
SUBTOTAL FOR GEOTECHNICAL SERVICES						\$ 3,293

TASK 2 - FIELD TESTING	& SPECIAL IN	SPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		20 hours	@	\$ 89	/hour	\$ 1,780
Sample Pick-ups		2 hours	@	\$ 85	/hour	\$ 170
	Subtotal					\$ 2,970

TASK	3 - LABORATORY ANALYSES	3				
Compressive Strength (Concrete)	4	tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)	2	tests	@	\$ 55	/test	\$ 110
Reinforcing Steel (Tensile)	2	tests	@	\$ 55	/test	\$ 110
	Subtotal					\$ 340

TASK 4 - PROJECT COORDINATION & REPORT PREPA	ARATION (INTE	ERIM & F	INAL	VE	RIFIED	REPO	RTS)	
Project Engineer/Geologist- Project Coordination		4 hours	@	\$	133	/hour	\$	532
Principal Engineer-Lab Verified Reports (DSA-291)		4 hours	@	\$	155	/hour	\$	620
Project Engineer-Special Inspection Verified Reports (DSA-292)		4 hours	@	\$	133	/hour	\$	532
Administration - Word Processing, Misc.		2 hours	@	\$	65	/hour	\$	130
	Subtota!						\$	1,814
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION	V						\$	5,124
TOTAL ESTIMATED FEE				-				8,417

TABLE 3 - EDNA BREWER MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

TASK 1 - GEOTECHNICAL TESTING, OBSERVA	TION & MANA	AGE	NEN	Т		
Maximum Density	2 tests	@	\$	260	/test	\$ 520
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$	90	/test	\$ 90
Expansion Index	1 test	@	\$	240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	3 hours	@	63	133	/hour	\$ 399
Field Technician (Earthwork Observation and Soil Testing)	12 hours	@	\$	85	/hour	\$ 1,020
Nuclear Density Gauge Usage	12 hours	@	\$	12	/hour	\$ 144
Vehicle/Equipment Usage	12 hours	@	\$	10	/hour	\$ 120
Sample Pick-ups	4 hours	@	\$	85	/hour	\$ 340
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$	133	/hour	\$ 532
Subtotal						\$ 4,845
SUBTOTAL FOR GEOTECHNICAL SERVICES						\$ 4,845

TASK 2 - FIELD TESTING	& SPECIAL IN	ISPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Steel/Bolting)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Non-Shrink Grout)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Shop Welding)		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		12 hours	@	\$ 89	/hour	\$ 1,068
Sample Pick-ups		1 hour	@	\$ 85	/hour	\$ 85
	Subtotal					\$ 3,533

TASK 3 - LABORATORY ANALYSES										
Compressive Strength (Concrete)	4 tests	@	\$	30	/test	\$	120			
Reinforcing Steel (Bend)	2 tests	@	\$	55	/test	\$	110			
Reinforcing Steel (Tensile)	2 tests	@	\$	55	/test	\$	110			
	Subtotal					\$	340			

TASK 4 - PROJECT COORDINATION & REPORT PREP	ARATION (IN	ITERIM & F	INAL	VE	RIFIED	REPO	RTS)	
Project Engineer/Geologist- Project Coordination		4 hours	@	\$	133	/hour	69	532
Principal Engineer-Lab Verified Reports (DSA-291)		3 hours	@	\$	155	/hour	\$	465
Project Engineer-Special Inspection Verified Reports (DSA-292)		3 hours	@	\$	133	/hour	\$	399
Administration - Word Processing, Misc.		2 hours	@	\$	65	/hour	\$	130
	Subtotal						\$	1,526
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION	N						\$	5,399
TOTAL ESTIMATED FEE			_				\$	10,244

TABLE 4 - OAKLAND HIGH SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	1 test	@	\$ 260	/test	\$ 260
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$ 90	/test	\$ 90
Expansion Index	1 test	@	\$ 240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	2 hours	@	\$ 133	/hour	\$ 266
Field Technician (Earthwork Observation and Soil Testing)	4 hours	@	\$ 85	/hour	\$ 340
Nuclear Density Gauge Usage	4 hours	@	\$ 12	/hour	\$ 48
Vehicle/Equipment Usage	4 hours	@	\$ 10	/hour	\$ 40
Sample Pick-ups	2 hours	@	\$ 85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$ 133	/hour	\$ 532
Subtotal					\$ 3,426
SUBTOTAL FOR GEOTECHNICAL SERVICES					\$ 3,426

TASK 2 - FIELD TESTING	& SPECIAL IN	ISPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Steel/Bolting)		8 hours	@	\$ 85	/hour	\$ 680
Special Inspector (Non-Shrink Grout)		16 hours	@	\$ 85	/hour	\$ 1,360
Special Inspector (Field Welding)		8 hours	@	\$ 85	/hour	\$ 680
Special Inspector (Shop Welding)		8 hours	@	\$ 85	/hour	\$ 680
Non Destructive Examination Technician (Ultrasonic Testing)		4 hours	@	\$ 95	/hour	\$ 380
Load Testing Technician (Torque/Pull Testing) with Equipment		32 hours	@	\$ 89	/hour	\$ 2,848
Sample Pick-ups		10 hours	@	\$ 85	/hour	\$ 850
	Subtotal					\$ 8,498

TASK 3 - LA	BORATORY ANALYSES				
Compressive Strength (Concrete)	4 tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)	2 tests	@	\$ 55	/test	\$ 110
Reinforcing Steel (Tensile)	2 tests	@	\$ 55	/test	\$ 110
Compressive Strength (Non-Shrink Grout)	24 tests	@	\$ 30	/test	\$ 720
	Subtotal				\$ 1,060

Project Engineer/Geologist- Project Coordination	6 hours	@	\$	133	/hour	\$	798
Principal Engineer-Lab Verified Reports (DSA-291)	6 hours	@	\$	155	/hour	\$	930
Project Engineer-Special Inspection Verified Reports (DSA-292)	6 hours	@	\$	133	/hour	\$	798
Administration - Word Processing, Misc.	3 hours	@	\$	65	/hour	\$	195
Subt	otal	_			_	\$	2,721
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION					\$	12,279	
		_	_			_	15,705



TABLE 5 - ROOSEVELT MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

TASK 1 - GEOTECHNICAL TESTING, OBSERVA	TION & MANA	GEI	MEN	Т		
Maximum Density	1 test	@	\$	260	/test	\$ 260
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$	90	/test	\$ 90
Expansion Index	1 test	@	\$	240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	1 hour	@	\$	133	/hour	\$ 133
Field Technician (Earthwork Observation and Soil Testing)	4 hours	@	\$	85	/hour	\$ 340
Nuclear Density Gauge Usage	4 hours	@	\$	12	/hour	\$ 48
Vehicle/Equipment Usage	4 hours	@	\$	10	/hour	\$ 40
Sample Pick-ups	2 hours	@	\$	85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$	133	/hour	\$ 532
Subtotal						\$ 3,293
SUBTOTAL FOR GEOTECHNICAL SERVICES						\$ 3,293

TASK 2 - FIELD TESTING & S	PECIAL INSPECTION	1			
Concrete Sampling & Testing	4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection	4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging	4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment	12 hours	@	\$ 89	/hour	\$ 1,068
Sample Pick-ups	2 hours	@	\$ 85	/hour	\$ 170
	Subtotal				\$ 2,258

TASI	K 3 - LABORATORY ANALY	SES				
Compressive Strength (Concrete)		4 tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)		2 tests	@	\$ 55	/test	\$ 110
Reinforcing Steel (Tensile)		2 tests	@	\$ 55	/test	\$ 110
	Subtotal					\$ 340

TASK 4 - PROJECT COORDINATION & REPORT PRE	PARATION (IN	ITERIM & F	INAL	. VE	RIFIEL	REPO	RIS)	
Project Engineer/Geologist- Project Coordination		3 hours	@	\$	133	/hour	\$	399
Principal Engineer-Lab Verified Reports (DSA-291)		3 hours	@	\$	155	/hour	\$	465
Project Engineer-Special Inspection Verified Reports (DSA-292)		3 hours	@	\$	133	/hour	\$	399
Administration - Word Processing, Misc.		2 hours	@	\$	65	/hour	\$	130
	Subtotal						\$	1,393
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTIO	N						S	3 99
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION	N						\$	3,99



Region #3



TABLE 1 - SKYLINE HIGH SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	5 tests	@	\$ 260	/test	\$ 1,300
Sieve Analysis of Soil with 200 Wash, C136	3 tests	@	\$ 90	/test	\$ 270
Expansion Index	3 tests	@	\$ 240	/test	\$ 720
Senior Staff Engineer/Geologist (Drilled Pier Observation)	24 hours	@	\$ 120	/hour	\$ 2,880
Project Engineer/Geologist (Data Compilation and Project Coordination)	8 hours	@	\$ 133	/hour	\$ 1,064
Field Technician (Earthwork Observation and Soil Testing)	32 hours	@	\$ 85	/hour	\$ 2,720
Nuclear Density Gauge Usage	32 hours	@	\$ 12	/hour	\$ 384
Vehicle/Equipment Usage	56 hours	@	\$ 10	/hour	\$ 560
Sample Pick-ups	4 hours	@	\$ 85	/hour	\$ 340
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	6 hours	@	\$ 133	/hour	\$ 798
Subtotal					\$ 11,036
SUBTOTAL FOR GEOTECHNICAL SERVICES					\$ 11,036

TASK 2 - FIELD TESTING 8	SPECIAL IN	SPECTION				
Concrete Sampling & Testing		20 hours	@	\$ 85	/hour	\$ 1,700
Concrete Batch Plant Inspection		16 hours	@	\$ 85	/hour	\$ 1,360
Reinforcing Steel - Sampling & Tagging		8 hours	@	\$ 85	/hour	\$ 680
Special Inspector (Steel/Bolting)		16 hours	@	\$ 85	/hour	\$ 1,360
Special Inspector (Non-Shrink Grout)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)		24 hours	@	\$ 85	/hour	\$ 2,040
Special Inspector (Shop Welding)		24 hours	@	\$ 85	/hour	\$ 2,040
Non Destructive Examination Technician (Ultrasonic Testing)		8 hours	@	\$ 95	/hour	\$ 760
Load Testing Technician (Torque/Pull Testing) with Equipment		16 hours	@	\$ 89	/hour	\$ 1,424
Sample Pick-ups		12 hours	@	\$ 85	/hour	\$ 1,020
	Subtotal					\$ 12,724

TASK 3 -	LABORATORY ANALY	SES				
Compressive Strength (Concrete)		20 tests	@	\$ 30	/test	\$ 600
Reinforcing Steel (Bend)		4 tests	@	\$ 55	/test	\$ 220
Reinforcing Steel (Tensile)		4 tests	@	\$ 55	/test	\$ 220
Compressive Strength (Non-Shrink Grout)		6 tests	@	\$ 30	/test	\$ 180
	Subtotal					\$ 1,220

Project Engineer/Geologist- Project Coordination	12 hou	rs @	\$ 133	/hour	\$ 1,596
Principal Engineer-Lab Verified Reports (DSA-291)	8 hou	rs @	\$ 155	/hour	\$ 1,24
Project Engineer-Special Inspection Verified Reports (DSA-292)	8 hou	rs @	\$ 133	/hour	\$ 1,06
Administration - Word Processing, Misc.	3 hou	rs @	\$ 65	/hour	\$ 19
Si	ubtotal				\$ 4,09
				-	\$ 18,03
					\$ _1
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION					



TABLE 2 - KING ESTATES MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	1 test	@	\$ 260	/test	\$ 260
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$ 90	/test	\$ 90
Expansion Index	1 test	@	\$ 240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	2 hours	@	\$ 133	/hour	\$ 266
Field Technician (Earthwork Observation and Soil Testing)	4 hours	@	\$ 85	/hour	\$ 340
Nuclear Density Gauge Usage	4 hours	@	\$ 12	/hour	\$ 48
Vehicle/Equipment Usage	4 hours	@	\$ 10	/hour	\$ 40
Sample Pick-ups	1 hour	@	\$ 85	/hour	\$ 85
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$ 133	/hour	\$ 532
Subtotal					\$ 1,901

TASK 2 - FIELD TESTING & S	PECIAL INSPECTIO	N			
Concrete Sampling & Testing	4 hour	s @	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection	4 hour	s @	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging	4 hour	s @	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment	12 hour	s @	\$ 89	/hour	\$ 1,068
Sample Pick-ups	1 hour	@	\$ 85	/hour	\$ 85
	Subtotal				\$ 2,173

TASK 3	LABORATORY ANALY	SES				
Compressive Strength (Concrete)		4 tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)		2 tests	@	\$ 55	/test	\$ 110
Reinforcing Steel (Tensile)		2 tests	@	\$ 55	/test	\$ 110
	Subtotal					\$ 340

ct Engineer/Geologist- Project Coordination		3 hours	@	\$ 133	/hour	\$	399
pal Engineer-Lab Verified Reports (DSA-291)		3 hours	@	\$ 155	/hour	\$	465
ct Engineer-Special Inspection Verified Reports (DSA-292)		3 hours	@	\$ 133	/hour	\$	399
nistration - Word Processing, Misc.		1 hour	@	\$ 65	/hour	63	55
	0.14					¢	1,328
	Subtotal					Ф	1,32
	Subtotal						ΨΨ
TAL FOR MATERIALS TESTING & SPECIAL INSPEC						\$	

TABLE 3 - CASTLEMONT HIGH SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	4 tests	@	\$ 260	/test	\$ 1,040
Sieve Analysis of Soil with 200 Wash, C136	2 tests	@	\$ 90	/test	\$ 180
Expansion Index	2 tests	@	\$ 240	/test	\$ 480
Senior Staff Engineer/Geologist (Drilled Pier Observation)	16 hours	@	\$ 120	/hour	\$ 1,920
Project Engineer/Geologist (Data Compilation and Project Coordination)	6 hours	@	\$ 133	/hour	\$ 798
Field Technician (Earthwork Observation and Soil Testing)	16 hours	@	\$ 85	/hour	\$ 1,360
Nuclear Density Gauge Usage	16 hours	@	\$ 12	/hour	\$ 192
Vehicle/Equipment Usage	32 hours	@	\$ 10	/hour	\$ 320
Sample Pick-ups	4 hours	@	\$ 85	/hour	\$ 340
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	6 hours	@	\$ 133	/hour	\$ 798
Subtotal					\$ 7,428

TASK 2 - FIELD TESTING &	SPECIAL IN	SPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		8 hours	@	\$ 85	/hour	\$ 680
Special Inspector (Steel/Bolting)		12 hours	@	\$ 85	/hour	\$ 1,020
Special Inspector (Non-Shrink Grout)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)		20 hours	@	\$ 85	/hour	\$ 1,700
Special Inspector (Shop Welding)		20 hours	@	\$ 85	/hour	\$ 1,700
Non Destructive Examination Technician (Ultrasonic Testing)		8 hours	@	\$ 95	/hour	\$ 760
Load Testing Technician (Torque/Pull Testing) with Equipment		8 hours	@	\$ 89	/hour	\$ 712
Sample Pick-ups		4 hours	@	\$ 85	/hour	\$ 340
	Subtotal					\$ 7,932

TASK 3 -	LABORATORY ANALY	SES				
Compressive Strength (Concrete)		4 tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)		4 tests	@	\$ 55	/test	\$ 220
Reinforcing Steel (Tensile)		4 tests	@	\$ 55	/test	\$ 220
Compressive Strength (Non-Shrink Grout)		6 tests	@	\$ 30	/test	\$ 180
	Subtotal					\$ 740

The state of the s						
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTIO	N					\$ 11,65
	Subtotal			 		\$ 2,98
Administration - Word Processing, Misc.		3 hours	@	\$ 65	/hour	\$ 195
Project Engineer-Special Inspection Verified Reports (DSA-292)		6 hours	@	\$ 133	/hour	\$ 798
Principal Engineer-Lab Verified Reports (DSA-291)		6 hours	@	\$ 155	/hour	\$ 930
Project Engineer/Geologist- Project Coordination		8 hours	@	\$ 133	/hour	\$ 1,064

TABLE 4 - HAVENSCOURT MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	1 test	@	\$ 260	/test	\$ 260
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$ 90	/test	\$ 90
Expansion Index	1 test	@	\$ 240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	2 hours	@	\$ 133	/hour	\$ 266
Field Technician (Earthwork Observation and Soil Testing)	4 hours	@	\$ 85	/hour	\$ 340
Nuclear Density Gauge Usage	4 hours	@	\$ 12	/hour	\$ 48
Vehicle/Equipment Usage	4 hours	@	\$ 10	/hour	\$ 40
Sample Pick-ups	2 hours	@	\$ 85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$ 133	/hour	\$ 532
Subtotal					\$ 1,986
SUBTOTAL FOR GEOTECHNICAL SERVICES					\$ 1,986

TASK 2 - FIELD TESTING	& SPECIAL IN	SPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		16 hours	@	\$ 89	/hour	\$ 1,424
Sample Pick-ups		2 hours	@	\$ 85	/hour	\$ 170
	Subtotal					\$ 2,614

TASK	3 - LABORATORY ANALYSES				
Compressive Strength (Concrete)	4 tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)	2 tests	@	\$ 55	/test	\$ 110
Reinforcing Steel (Tensile)	2 tests	@	\$ 55	/test	\$ 110
	Subtotal				\$ 340

TASK 4 - PROJECT COORDINATION & REPORT PREPARATION	N (INTERIM & F	INAL	VE	RIFIED	REPO	RTS)	
Project Engineer/Geologist- Project Coordination	6 hours	@	\$	133	/hour	\$	798
Principal Engineer-Lab Verified Reports (DSA-291)	4 hours	@	\$	155	/hour	\$	620
Project Engineer-Special Inspection Verified Reports (DSA-292)	4 hours	@	\$	133	/hour	\$	532
Administration - Word Processing, Misc.	3 hours	@	\$	65	/hour	\$	195
Subtot	al					\$	2,145
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION						-\$	5,099
TOTAL ESTIMATED FEE						\$	7,085

TABLE 5 - MADISON MIDDLE SCHOOL BREAKDOWN OF ESTIMATED FEE

Maximum Density	1 test	@	\$	260	/test	\$ 260
Sieve Analysis of Soil with 200 Wash, C136	1 test	@	\$	90	/test	\$ 90
Expansion Index	1 test	@	\$	240	/test	\$ 240
Project Engineer/Geologist (Data Compilation and Project Coordination)	2 hours	@	69	133	/hour	\$ 266
Field Technician (Earthwork Observation and Soil Testing)	4 hours	@	\$	85	/hour	\$ 340
Nuclear Density Gauge Usage	4 hours	@	\$	12	/hour	\$ 48
Vehicle/Equipment Usage	4 hours	@	\$	10	/hour	\$ 40
Sample Pick-ups	2 hours	@	\$	85	/hour	\$ 170
Project Engineer/Geologist (Geotechnical Final Verified Report-DSA-293)	4 hours	@	\$	133	/hour	\$ 532
Subtotal						\$ 1,986

TASK 2 - FIELD TESTING	& SPECIAL IN	ISPECTION				
Concrete Sampling & Testing		4 hours	@	\$ 85	/hour	\$ 340
Concrete Batch Plant Inspection		4 hours	@	\$ 85	/hour	\$ 340
Reinforcing Steel - Sampling & Tagging		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Steel/Bolting)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Field Welding)		4 hours	@	\$ 85	/hour	\$ 340
Special Inspector (Shop Welding)		4 hours	@	\$ 85	/hour	\$ 340
Load Testing Technician (Torque/Pull Testing) with Equipment		20 hours	@	\$ 89	/hour	\$ 1,780
Sample Pick-ups		4 hours	@	\$ 85	/hour	\$ 340
	Subtotal					\$ 4,160

TAS	C3 - LABORATORY ANALYSES				
Compressive Strength (Concrete)	4 tests	@	\$ 30	/test	\$ 120
Reinforcing Steel (Bend)	2 tests	@	\$ 55	/test	\$ 110
Reinforcing Steel (Tensile)	2 tests	@	\$ 55	/test	\$ 110
	Subtotal				\$ 340

Project Engineer/Geologist- Project Coordination	6 hours	@	\$	133	/hour	\$ 798
Principal Engineer-Lab Verified Reports (DSA-291)	4 hours	@	\$	155	/hour	\$ 620
Project Engineer-Special Inspection Verified Reports (DSA-292)	4 hours	@	\$	133	/hour	\$ 532
Administration - Word Processing, Misc.	3 hours	@	\$	65	/hour	\$ 195
Subto	tal					\$ 2,145
SUBTOTAL FOR MATERIALS TESTING & SPECIAL INSPECTION					-	\$ 6,645
		_	_		_	\$ 8,631



Fee Schedule



November 15, 2013 Proposal No.: P-82507

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
Field Operations Manager Supervisory Technician	\$ 100
Nondestructive Examination Technician, UT, MT, LP	\$ 95
Senior Field/Laboratory Technician/Inspector	\$ 85
Field/Laboratory Technician	\$ 85
Concrete/Asphalt Batch Plant Inspector	85
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing)	85
Technical Illustrator/CAD Operator	\$ 80
Information Specialist	\$ 80
Data Processing, Technical Editing, or Reproduction	\$ 65

OTHER CHARGES

OTTER 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 Co	st p	lus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.		

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

INVOICES

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

TERMS AND CONDITIONS

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



November 15, 2013 Proposal No.: P-82507

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\$		Compression Tests, 6x12 Cylinder, C 39	
Chloride and Sulfate Content, CT 417 & CT 422\$		Concrete Mix Design Review, Job Spec	
Consolidation, D 2435, CT 219\$		Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	
Consolidation – Time Rate, D 2435, CT 219\$	70	Concrete Cores, Compression (excludes sampling), C 42	
Direct Shear – Remolded, D 3080\$		Drying Shrinkage, C 157	
Direct Shear – Undisturbed, D 3080\$		Flexural Test, C 78	
Durability Index, CT 229\$		Flexural Test, C 293	
Expansion Index, D 4829, UBC 18-2 \$		Flexural Test, CT 523	
Expansion Potential (Method A), D 4546\$		Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	
Expansive Pressure (Method C), D 4546\$		Jobsite Testing Laboratory	
Geofabric Tensile and Elongation Test, D 4632\$	165	Lightweight Concrete Fill, Compression, C 495	
Hydraulic Conductivity, D 5084\$		Petrographic Analysis, C 856	
Hydrometer Analysis, D 422, CT 203\$		Splitting Tensile Strength, C 496	
Moisture, Ash, & Organic Matter of Peat/Organic Soils\$		Spilling Tensile Strength, C 450	Φ 00
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 \$		Hardness Test, Rockwell, A-370	\$ 80
pH and Resistivity, CT 643\$		High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 205
		Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Proctor Density D 1557, D 698, CT 216, &\$	200	Pre-Stress Strand (7 wire), A 416	
AASHTO T-180 (Rock corrections add \$80)	425	Chemical Analysis, A-36, A-615	\$ 120
R-value, D 2844, CT 301\$		Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
Sand Equivalent, D 2419, CT 217\$		No. 8 Rebar	\$ 55
Sieve Analysis, D 422, CT 202\$		No. 11 Rebar	
Sieve Analysis, 200 Wash, D 1140, CT 202\$		No. 18 Rebar	
Specific Gravity, D 854\$		Structural Steel Tensile Test: Up to 200,000 lbs.	
Triaxial Shear, C.D, D 4767, T 297\$	390	(machining extra), A 370	\$ 105
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$		Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$		Tensile Test for Fiberwrap (ASTM D-3039)	
Triaxial Shear, U.U., D 2850\$		Totale Teet of Tibermap (No Title 9 0000) illiministration	
Unconfined Compression, D 2166, T 208\$		Asphalt Concrete	
Wax Density, D 1188\$	90	Asphalt Mix Design, Caltrans	\$ 2,200
		Asphalt Mix Design Review, Job Spec	
Roofing		Extraction, % Asphalt, including Gradation, D 2172, CT 310	
Built-up Roofing, cut-out samples, D 2829\$		Film Stripping, CT 302	
Roofing Materials Analysis, D 2829 \$		Hveem Stability and Unit Weight CTM or ASTM, CT 366	
Roofing Tile Absorption, (set of 5), UBC 15-5\$		Marshall Stability, Flow and Unit Weight, T-245	
Roofing Tile Strength Test, (set of 5), UBC 15-5\$	190	Maximum Theoretical Unit Weight, D 2041	
		Swell, CT 305	
Masonry		Unit Weight sample or core, D 2726, CT 308	
Brick Absorption, 24-hour submersion, C 67\$		onk Weight sample of core, b 2720, of ood	Ψ 00
Brick Absorption, 5-hour boiling, C 67\$		Aggregates	
Brick Absorption, 7-day, C 67\$		Absorption, Coarse, C 127	\$ 35
Brick Compression Test, C 67\$		Absorption, Fine, C 128	
Brick Efflorescence, C 67\$		Clay Lumps and Friable Particles, C 142	
Brick Modulus of Rupture, C 67\$		Cleanness Value, CT 227	
Brick Moisture as received, C 67\$		Crushed Particles, CT 205	
Brick Saturation Coefficient, C 67\$		Durability, Coarse, CT 229	
Concrete Block Compression Test, 8x8x16, C 140\$		Durability, Fine, CT 229	
Concrete Block Conformance Package, C 90\$		Los Angeles Abrasion, C 131 or C 535	
Concrete Block Linear Shrinkage, C 426\$		Mortar making properties of fine aggregate, C 87	
Concrete Block Unit Weight and Absorption, C 140\$		Organic Impurities, C 40	
Cores, Compression or Shear Bond, CA Code\$		Potential Reactivity of Aggregate (Chemical Method), C 289	
Masonry Grout, 3x3x6 prism compression, UBC 21-18\$	30		
Masonry Mortar, 2x4 cylinder compression, UBC 21-16\$	30	Sand Equivalent, CT 217	
Masonry Prism, half size, compression, UBC 21-17\$	180		
		Sieve Analysis, Fine Aggregate (including wash), C 136 Sodium Sulfate Soundness (per size fraction), C 88	
		Specific Gravity, Coarse, C 127	
		Specific Gravity, Fine, C 128	.φ 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.

Ninyo & Moore

Geotechnical and Environmental Sciences Consultants

GEOTECHNICAL ENGINEERING AND GEOLOGIC SERVICES

- Coastal Studies
- Construction Management Support
- Engineering Geology
- Fault Evaluations
- Feasibility Evaluations
- Field Instrumentation.
- Foundation Engineering
- Ground Motion Monitoring
- Groundwater Resource Evaluations
- Hydrogeologic Evaluations
- Landslide Evaluations
- Mineral Resource Evaluations
- Pavement Design

TANDAR

- Plans and Specifications Review
- · Retaining and Buried Structure Design
- Seismic Risk Assessments
- · Seismic Risk Retrofits
- Slope Stability Studies
- Soil Improvement
- Third-Party Reviews
- Value Engineering

ENVIRONMENTAL SERVICES

- Air Quality
- Asbestos Surveys
- CEQA/NEPA Technical Studies
- Discharge Permitting
- Expert Witness Services
- GIS/DataBase Management
- Groundwater Resource Evaluations
- Hazardous and Toxic Waste Sampling
- Hazardous Waste Audits
- Hazardous Waste Management
- Hazardous Waste Minimization
- Indoor Air Quality
- Lead-Based Paint Surveys
- Phase I Site Assessments
- Phase II Site Assessments
- Plans and Bid Specifications
- Radon Sampling
- RCRA/CERLA Compliance and Technical Studies
- Regulatory Compliance Audits
- Risk Assessments
- Site Remediation
- Stormwater Pollution Prevention Compliance
- Underground Storage Tank Closure

GEOPHYSICAL SERVICES

- Electrical Resistivity
- Electromagnetics
- Ground Penetrating Radar (GPR)
- Magnetics
- Seismics

FORENSIC SERVICES

- · Engineering Geology
- Environmental Assessments
- Expert Witness Services
- Geophysical Studies
- Geotechnical Engineering
- Insurance Claim Evaluations
- Materials Testing and Inspection
- Third-Party Reviews

MATERIALS TESTING

- · Asphalt Placement Testing
- Asphalt and Concrete Batch Plant Inspection
- Asphalt and Concrete Mix Design Review
- Backfill Placement Observation
- Concrete and Masonry Coring
- Concrete Sampling and Testing
- Drilled Shaft Evaluations
- Field and Shop Fabrication Welding Inspection
- Fireproofing Inspection
- Foundation Excavation Evaluation
- High Strength Anchor and Expansion Bolt Testing
- Hveem Tests of Asphalt, Base, and Soils
- Laboratory Concrete, Steel, and Soil Testing
- Load Testing of Bolts and Embeds
- Masonry Inspection
- Non-Destructive Testing
- Pile Driving Observation
- Prestress and Post-Tensioned Tendon Stressing Testing
- Prestress Concrete Inspection
- Reinforced Concrete Inspection
- Rock Anchor Tie-Back Placement Observation
- Site Grading Observation
- Soil Compaction Testing
- Steel Shop Fabrication Inspection
- Structural Steel Inspection

www.ninvoandmoore.com





Community Schools, Thriving Students

Testing - Ninyo & Moore

District - Wide Projects: Region #1: Region #2: California Solar Initiative (CSI) Projects PM - Wil Newby PM - Kenya Chatman PE - Mikey Barairo PE - Kyle Brower (at 16 sites) IOR - Anthonio, Inc. IOR - Jason Zalinski Testing - Consolidated 9. Oakland HS Testing - Consolidated 3. Edna Brewer MS 11. Oakland Tech HS 8. Montera MS 1. Bret Harte MS 10. Oakland Int'l HS at Carter MS 14. Skyline HS 13. Sankofa Academy at Washington ES 15. West ake MS 5. King Estates MS 2. Castlemont HS 7. McClymonds HS 16. Madison MS 6. Lowell MS Region #3: 12. Roosevelt MS 4. Havenscourt MS PM - Eric Scheuermann PE - Eduardo Rivera-Garcia IOR - KDI

Testing / Special Inspection
1 Consolidated

		sankofa es	0	ak int'l at carter es	oak tech hs	westlake ms		mcclymonds hs	lowell ms	Region #1:	Subtotal		notes
REGION #1	\$	9,177.00	\$	8,148.00	\$ 11,747.40	\$ 5,762.40	\$	7,820.40 \$	 7,820.40	\$	50,475.60	\$ 50,475.60	
	1	montera ms	_	bret harte ms	 edna brewer ms	oakland hs		roosevelt ms	 -	Region #2:			
REGION #2	\$	7,610.40	\$	5,762.40	\$ 8,148.00	\$ 8,148.00	\$	5,762.40 \$	 -	\$	35,431.20	\$ 35,431.20	
	T	skyline hs	_	king estates ms	 castlemont hs	havenscourt ms	_	madison ms	 -	Region #3:	Subtotal		
REGION #3	\$	11,747.40	\$	9,828.00	\$ 11,747.40	\$ 5,762.40	\$	5,762.40 \$	-	\$	44,847.60	\$ 44,847.60	

Bid Grand Total \$ 130,754.40

Testing / Special Inspection
2 Ninyo and Moore

	sankofa es	0	ak int'l at carter es	oak tech hs	westlake ms	mcclymonds hs	lowell ms Region #.	1: Subtotal		no
EGION #1	\$ 1,950.00	\$	7,905.00	\$ 19,489.00	\$ 7,023.00	\$ 11,321.00	\$ 11,307.00 \$	58,995.00	\$ 58,995.00	-
EGION #2	\$ montera ms 11,968.00	\$	bret harte ms 8,417.00	\$ edna brewer ms 10,244.00	oakland hs 15,705.00	\$ roosevelt ms 7,284.00	\$ - Region #.	2: Subtotal 53,618.00	\$ 53,618.00	
EGION #3	\$ skyline hs 29,075.00	\$	king estates ms 5,742.00	\$ castlemont hs 19,087.00	\$ havenscourt ms 7,085.00	\$ madison ms 8,631.00	\$ - Region #3	3: Subtotal 69,620.00	\$ 69,620.00	

Bid Grand Total \$ 182,233.00

<u>Testing / Special Inspection</u>
3 Terraphase

		sankofa es	0	ak int'l at carter es		oak tech hs		westlake ms		mcclymonds hs	lowell ms	R	egion #1: Subtotal		notes
REGION #1	\$		\$		\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	-
	1	montera ms		bret harte ms		edna brewer ms	-	oakland hs	_	roosevelt ms	 -	R	egion #2: Subtotal		
REGION #2	\$	-	\$	-	\$		\$		\$		\$ -	\$	-	\$ -	
	T	skyline hs		king estates ms	_	castlemont hs		havenscourt ms		madison ms	 -	R	egion #3: Subtotal		
REGION #3	\$		\$	-	\$	-	\$		\$	-	\$ -	\$	-	\$ -	

Bid Grand Total \$

ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 2/20/2014 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION PRODUCER ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR Dealey, Renton & Associates P.O. Box 12675 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Oakland, CA 94604-2675 INSURERS AFFORDING COVERAGE 510 465-3090 Christine Silan INSURED INSURER A: Travelers Property Casualty Co Ninyo & Moore Geotechnical & INSURER B: American Automobile Ins. Co. **Environmental Sciences Consultants** INSURER C: Alterra Excess & Surplus Ins. C 1956 Webster Street, Suite 400 INSURER D

NINYOMOOR1

COVERAGES

Oakland, CA 94612

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.

INSURER E

ISR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S
1	GENERAL LIABILITY	6308986R247	10/03/13	10/03/14	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	s10,000
	X Contractual				PERSONAL & ADV INJURY	\$1,000,000
	X OCP				GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT X LOC				PRODUCTS -COMP/OP AGG	s2,000,000
4	AUTOMOBILE LIABILITY X ANY AUTO	8108986R247	10/03/13	10/03/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	s
Α	EXCESS LIABILITY	CUP8986R247	10/03/13	10/03/14	EACH OCCURRENCE	\$9,000,000
	X OCCUR CLAIMS MADE				AGGREGATE	\$9,000,000
						s
	DEDUCTIBLE					s
	RETENTION S					S
В	WORKERS COMPENSATION AND	WZP81009371	05/01/13	05/01/14	X WC STATU- TORY LIMITS ER	
	EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPL OYES	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	OTHER Professional & Contractor's Pollution Liab.	MAX7PL0000506	10/03/12	04/03/14	\$5,000,000 per Clair \$5,000,000 Annl Ag	

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: 401934001

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors,

Officers, Employees, Agents, and Representatives. Insurance is primary per policy form. Waiver of

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANYOF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
Oakland Unit	fied School District	DATE THEREOF, THE ISSUING INSURER WILL XNOSANORXXO MAIL 30 DAYS WRITTEN
Attn: Susie E	Butler Berkley	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, B 以下行的以为定义的文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文
955 High Stre	eet	XXX XWASOAXEX KRIEHLERIK X KK KOPHX KIKIK X KK XX X KI XIXIK KIXEROAAAKBOK XISAAKK X RXXANK
Oakland, CA	94601-0000	XXXXXXXXXXXXX
		AUTHORIZED REPRESENTATIVE
		Rica

Insured:

Ninyo & Moore Geotechnical &

Policy Number:

WZP81009371

Effective Date:

05/01/13

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 otherwise due on such remuneration.

% of the California workers' compensation premium

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District
Attn: Susie Butler Berkley

955 High Street

Oakland, CA 94601-0000

REF: 401934001 Oakland Unified School District, its Directors, Officers, Employees, Agents, and representatives.

Countersigned by

Authorized Representative

Form WC 04 03 06 Process Date: (1) Printed in U.S.A.

Policy Expiration Date:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

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

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

 The following is added to Paragraph 4.a. of SEC-TION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory 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".

 The following is added to SECTION IV – COM-MERCIAL GENERAL LIABILITY CONDITIONS:
 Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

COMMERCIAL GENERAL LIABILITY

- How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- The nature and location of any injury or damage arising out of the "occurrence" or offense.
- If a claim is made or "suit" is brought against the additional insured, the additional insured must.
 - 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.

The following is added to the DEFINITIONS Section:

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

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

ACORD... CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 2/20/2014 PRODUCER 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 Dealey, Renton & Associates P.O. Box 12675 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Oakland, CA 94604-2675 INSURERS AFFORDING COVERAGE 510 465-3090 Christine Silan INSURED INSURER A: Travelers Property Casualty Co Ninyo & Moore Geotechnical & INSURER B: American Automobile Ins. Co. **Environmental Sciences Consultants** INSURER C: Alterra Excess & Surplus Ins. C 1956 Webster Street, Suite 400

INSURER D:

INSURER E:

COVERAGES

Oakland, CA 94612

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ISR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S
4	GENERAL LIABILITY	6308986R247	10/03/13	10/03/14	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	s10,000
	X Contractual				PERSONAL & ADV INJURY	s1,000,000
	X OCP				GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- DECT X LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY X ANY AUTO	8108986R247	10/03/13	10/03/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
1	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
1	EXCESS LIABILITY	CUP8986R247	10/03/13	10/03/14	EACH OCCURRENCE	\$9,000,000
	X OCCUR CLAIMS MADE				AGGREGATE	\$9,000,000
						s
	DEDUCTIBLE					\$
	RETENTION S					s
3	WORKERS COMPENSATION AND	WZP81009371	05/01/13	05/01/14	X WC STATU- TORY LIMITS OTH- ER	
	EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER Professional & Contractor's Pollution Liab.	MAX7PL0000506	10/03/12	04/03/14	\$5,000,000 per Clair \$5,000,000 AnnI Ag	

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

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

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors,

Officers, Employees, Agents, and Representatives. Insurance is primary per policy form. Waiver of

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANYOF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
Oakland Unifi	ed School District	DATE THEREOF, THE ISSUING INSURER WILL KINDS NOT WAIL 30 DAYS WRITTEN
Attn: Susie Bu	utler Berkley	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY THE WAY TO DO THE WAY TO THE LEFT, BY THE WAY TO THE WA
955 High Stree	et	XXXXIVAGGENETXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Oakland, CA	94601-0000	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
		AUTHORIZED REPRESENTATIVE
		18ics

Insured:

Ninyo & Moore Geotechnical &

Policy Number:

WZP81009371

Effective Date:

05/01/13

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 otherwise due on such remuneration.

% of the California workers' compensation premium

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District Attn: Susie Butler Berkley 955 High Street

Oakland, CA 94601-0000

REF: 402291001 Oakland Unified School District, its Directors, Officers, Employees, Agents, and representatives.

Countersigned by	
	Authorized Representative

Form WC 04 03 06 Process Date: (1) Printed in U.S.A.

Policy Expiration Date:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

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

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

The following is added to Paragraph 4.a. of SEC-TION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory 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".

The following is added to SECTION IV - COM-MERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

COMMERCIAL GENERAL LIABILITY

- How, when and where the "occurrence" or offense took place;
- The names and addresses of any injured persons and witnesses; and
- 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:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

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

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

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

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

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

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



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

					Proje	ct information				
Proj	ect Name	e (California So	olar Initiative			Site	918		
					Bas	ic Directions				
	Sei	vices o	annot be pr	ovided until the co			ed and a	Purchase Order	has be	en issued.
Atto	chment			liability insurance,						
	cklist			nsation insurance c					(13 O VC	Ψ10,000
					Contra	ctor Informati		5 1::01		
	tractor Na D Vendo		Ninyo & Mo 058012	ore		Agency's Co	ontact	Ruchil Shah Project Manager		
	et Addres			ter Street, Suite 40	10	City	Oak			A Zip 94612
	phone		510-343-3			Policy Expire		10-3-20		A Lip Oloiz
	tractor Hi	story		y been an OUSD c	ontracto					oyee? Yes x No
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Da	te Work	VVIII BE	egin	3-12-2014		(not more than 5			3-12-	-2016
	-				Con	npensation				
-	tal Cont			\$		Total Contrac				620.00
	-		Ur (If Hourly)	\$		If Amendmen		nged Amount	\$	
Ot	her Expe	enses				Requisition N				
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	9350		Meas	sure B		918990588	0	6215	5	\$69,620.00
						ng (in order of a				
Serv	rices canno vledge ser	ot be provices we	vided before th re not provided	e contract is fully app I before a PO was iss	roved an ued.	d a Purchase Orde	er is issu	ed. Signing this doc	ument at	ffirms that to your
	Division					Phone	е	510-535-7038	Fax	510-535-7082
1.	Director	, Faciliti	es Planning a	nd Management					,	
	Signatu	re		1			Da	te Approved	ZZ	1/14
	General	Counse	l, Department	of Facilities Plannin	ng and N	lanagement				
2.	Signatu	re/	MI	/			Da	te Approved	7.4.	14
	Associa	te Supe	rintendent, Fa	cilities Planning and	Manag	ement				
3.	Signatu	re /		4	71	1	Di	ate Approved		
	Deputy :	Superint	tendent, Boar	d of Education	1/1					
4.	Signatu	re		/		M	Da	ate Approved		
	Preside	nt, Boar	d of Education	n		1				
5.	Signatu	re					D	ate Approved		