

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-1466
Introduction Date	06-25-2025
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

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

**Board Meeting Date** June 25, 2025

**Subject** General Services Agreement – Ninyo & Moore Geotechnical & Environmental Sciences Consultants - Fremont High School New Construction Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of the General Services Agreement between the District and **Ninyo & Moore Geotechnical & Environmental Sciences Consultants** Alameda, California, for the latter to provide environmental services for **Fremont High School New Construction Project** in the not-to-exceed amount of **\$163,466.36**, which includes a not-to-exceed amount of **\$27,370.46** for Additional Services with work scheduled to commence on **June 26, 2025**, and scheduled to last until **June 30, 2026**.

**Discussion** Consultant is providing environmental services and was selected based on demonstrated competence and professional qualifications. (Government Code §4526.)

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

**Recommendation** Approval by the Board of Education of the General Services Agreement between the District and Ninyo & Moore Geotechnical & Environmental Sciences Consultants Alameda, California, for the latter to provide environmental services for Fremont High School New Construction Project in the not-to-exceed amount of \$163,466.36, which includes a not-to-exceed amount of \$27,370.46 for Additional Services with work scheduled to commence on June 26, 2025, and scheduled to last until June 30, 2026.

**Fiscal Impact** Fund 21 Building – Measure J

**Attachments**

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No. 25-1466**

**Department: Division of Facilities Planning and Management**

**Project No.: 13158**

**Vendor Name: Ninyo & Moore Geotechnical & Environmental Sciences Consultants**

**Project Name: Fremont High School New Construction Project**

**Contract Term: Intended Start: 06-26-2025 Intended End: 06-30-2026**

**Total Cost Over Contract Term: \$163,466.36**

**Approved by: Preston Thomas**

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

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

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

Ninyo & Moore was selected based on previous experience with multiple OUSD projects and through a quote request where they were the lowest bidder.

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

The consultant will provide environmental scope services for the Fremont High School New Construction Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Architect or engineer when state funds being used – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), and (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

The consultant will provide environmental scope services to support the Coliseum College Preparatory Academy Site Expansion Project. No bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060).

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This general services agreement (“Agreement”) is made and entered into effective **June 26, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Ninyo & Moore Geotechnical & Environmental Sciences Consultants** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): **to provide environmental services for the Fremont High School New Construction Project** (“Project”) (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Ninyo & Moore consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper. The term for performance of the Services shall begin on **June 26, 2025, and shall end on June 30, 2026** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in Exhibit B for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **One Hundred Sixty-Three Thousand Four Hundred Sixty-Six Dollars and Thirty-Six Cents (\$163,466.36)**, which consists of a not-to-exceed amount of **One Hundred Thirty-Six Thousand Four Hundred Sixty-Six Dollars and Thirty-Six Cents (\$136,466.36)** for performance of the Basic Services, and a not-to-exceed amount of **Twenty-Seven Thousand Three Hundred Seventy Dollars and Forty-Six Cents (\$27,370.46)** for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-

employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act (“FEHA”).

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

8. **Insurance.** Without in any way limiting Contractor’s liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker’s compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor’s insurance policies shall be attached to this Agreement as proof of insurance.

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

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

contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

**11. Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

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

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

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

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

**13. Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student

information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

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

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

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

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

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

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

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

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

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

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

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

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

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

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language

contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

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

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

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

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

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

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District’s governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.

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**Oakland Unified School District**

**Ninyo & Moore Geotechnical & Environmental Sciences Consultants**

\_\_\_\_\_  
Benjamin Davis, President,  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
& Secretary Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Preston Thomas, Chief Systems & Services  
Officer Management

\_\_\_\_\_  
05/28/2025

\_\_\_\_\_  
Date

*Brandon S. Wilken* 5/28/2025

\_\_\_\_\_  
Signature Date

Brandon S. Wilken, Assistant Secretary

\_\_\_\_\_  
Print Name, Title

*James Traber*  
\_\_\_\_\_  
James Traber, Esq.  
Counsel, OUSD

\_\_\_\_\_  
05/28/2025

\_\_\_\_\_  
Date

Address for District Notices:	Address for Contractor Notices:
Address for Contractor Notices: 955 High Street Oakland, CA 94601	Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1301 Marina Village Parkway, Suite 110 Alameda, CA 94501

**EXHIBIT A**

**Scope of Services**

April 18, 2025  
Proposal No. 403225002

Mr. JaQuan Cornish  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Subject: Proposal for Environmental Services for 2025  
Fremont High School Modernization Project  
4610 Foothill Boulevard  
Oakland, California

Dear Mr. Cornish:

Ninyo & Moore has prepared this scope of work for environmental services for the Oakland Unified School District (OUSD) Fremont High School Modernization Project. Our additional services to be completed will include revising the drafting the Remedial Action Completion Report (RACR) based on the requests of the California Department of Toxic Substances Control (DTSC). In addition to the RAW information, the RACR portion of the modified RAW will document all remedial actions for all construction increments and Phases. This proposal also includes coordinating and implementing Operation and Maintenance (O&M) of the SGMS through the end of 2025. Our proposed scope of services is as follows:

## SCOPE OF SERVICES

### Task 1 – Remedial Action Work Plan & Remedial Action Completion Report

This task includes addressing comment from DTSC on the Remedial Action Work Plan and drafting the Remedial Action Completion Report (RACR). The RACR will include discussion of Remedial Action Objective (RAO) and cleanup goals, discussion of the Supplemental Soil Sampling results and chemicals of concern left in place, soil grading and capping discussion, presentation of the vapor intrusion mitigation system monitoring installation and inspection, soil vapor monitoring results and well installation discussion, data Quality Assurance/Quality Control, Human Health Risk Assessment, and assessment with RAO compliance. Figures will be added to describe material left in place subsequent to remediation in order to show impacted soils left in place, soil capping and grading, VIMS installation, and soil vapor monitoring results. This proposal includes one round of DTSC comments and editing to the report.

**Task 1 Estimated Fee: \$20,280.00**

## **Task 2 – O&M Modification & Repairs**

Ninyo & Moore will coordinate and oversee modifications to the SGMs for Building 1000 to address DTSC's concerns regarding sampling procedures and potential dilution from ambient air.

Ninyo & Moore will also perform repairs and maintenance of vent riser sampling ports as needed. One repair oversight event is included, anticipating that additional repairs may be required.

**Task 3 Estimated Fee: \$35,264.80**

## **Task 3 – Coordination and Implementation of Cap Inspection and SGMS Monitoring for 2025 (2 Monitoring Events)**

Ninyo & Moore will continue to perform cap inspections and soil gas mitigation system monitoring at the site. Field activities in 2025 will include visual inspections of the soil cap, accessible components of the sub-slab ventilation systems, and vent riser caps. Soil gas samples will be collected from all ventilation risers, with outdoor and indoor air samples taken at each building at a rate of two indoor samples and one outdoor sample per building.

Soil gas and vent riser monitoring samples will be analyzed for volatile organic compounds (VOCs) using EPA Method TO-15 and for helium and oxygen using ASTM D1946, with a 5-day turnaround time (TAT). Outdoor and indoor air samples will be analyzed by EPA Method TO-15 SIM, using self-certified canisters as recommended by the laboratory.

Each monitoring event will include the collection of duplicate samples.

**Task 2 Estimated Fee: \$55,861.10**

## **Task 4 – 2025 O&M SGMS Monitoring Reporting (2 Events, 1 Reports)**

Ninyo & Moore will prepare an annual O&M monitoring report for the two semiannual monitoring events conducted during 2025. The report will cover field activities performed, including inspections of accessible components of the sub-slab ventilation systems, inspections of engineering controls (e.g., soil cap), and collection of indoor, outdoor and soil gas samples from soil vapor probes and vent risers. It will also provide an evaluation of the analytical results and include a health risk assessment based on both soil gas probe and vent riser vapor samples, indoor and outdoor air. The report will present conclusions and recommendations and will be submitted to DTSC for review.

**Task 4 Estimated Fee: \$13,120.00**

## Task 5 – 5-Year Review Inspection and Report

In accordance with the O&M Plan and DTSC requirement, a 5-year review will be performed in 2025 after the second semiannual monitoring. The purpose of the 5-year review is to ensure that the soil gas mitigation system remains protective of human health and the environment, is functioning as designed, and is maintained properly. The 5-year review will consist of reviewing historical site documents from the last five years and an inspection of all accessible SGMS components.

Ninyo & Moore will prepare a 5-Year Review Report that will include a summary of the 5-Year Review Inspection, a summary of any O&M repairs or modification made to the SGMS within the previous five years, and a technical assessment and evaluation of the SGMS effectiveness/protectiveness based on analytical data collected since the previous 5-Year Review.

**Task 5 Estimated Fee: \$11,570.00**

## FEE ESTIMATE

Our estimated fee to provide environmental services through the end of 2025 is **\$163,466.36 (One Hundred Sixty-Three Thousand Four Hundred Sixty-Six Dollars and Thirty-Six Cents)**. The total estimate includes a 10% contingency of **\$13,609.59 (Thirteen Thousand Six Hundred Nine Dollars and Fifty-Nine Cents)** and **\$13,760.87 (Thirteen Thousand Seven Hundred Sixty Dollars and Eighty-Seven Cents)** as a carryover from the expired contract. Charges for services rendered will be on a time-and-materials basis based on the scope of work performed. Proposed work within the scope of services will be provided in accordance with the attached fees in the breakdown of estimate table.

## SCHEDULE

Ninyo & Moore will commence our services immediately upon notice to proceed from the District. Our services for all tasks will follow the schedule provided by the District.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to continuing working with you.

Respectfully submitted,  
**NINYO & MOORE**

  
Aubéry Longeau Kurtz  
Project Engineer

  
Brandon S. Wilken, PG  
Principal Geologist

ALK/BSW/gvr

Attachment: Table 1 – Breakdown of Estimated Fees

**EXHIBIT B**

**Hourly Rates**

## Table 1 - Breakdown of Estimated Fee

### Task 1 - Remedial Action Completion Report

Principal Engineer/Geologist/Environmental Scientist	8 hours	@ \$ 210.00 /hour	\$ 1,680.00
Senior Engineer/Geologist/Environmental Scientist	hour	@ \$ 200.00 /hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	70 hours	@ \$ 195.00 /hour	\$ 13,650.00
Project Engineer/Geologist/Environmental Scientist	hour	@ \$ 185.00 /hour	\$ -
Senior Staff Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 170.00 /hour	\$ 3,400.00
Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 155.00 /hour	\$ -
Technical Illustrator/CAD Operator	10 hours	@ \$ 110.00 /hour	\$ 1,100.00
Data Processor	6 hours	@ \$ 75.00 /hour	\$ 450.00
<b>Subtotal</b>			<b>\$ 20,280.00</b>

### Task 2 – O&M Modification & Repairs

Principal Engineer/Geologist/Environmental Scientist	4 hours	@ \$ 210.00 /hour	\$ 840.00
Senior Engineer/Geologist/Environmental Scientist	4 hours	@ \$ 200.00 /hour	\$ 800.00
Senior Project Engineer/Geologist/Environmental Scientist	hour	@ \$ 195.00 /hour	\$ -
Project Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 185.00 /hour	\$ 3,700.00
Senior Staff Engineer/Geologist/Environmental Scientist	30 hours	@ \$ 170.00 /hour	\$ 5,100.00
Staff Engineer/Geologist/Environmental Scientist	30 hours	@ \$ 155.00 /hour	\$ 4,650.00
Field Vehicle Usage	30 hours	@ \$ 15.00 /test	\$ 450.00
Cornestone for Building 1000 Modification		Lump Sump	\$ 17,152.00
15% Markup			\$ 19,724.80
Technical Illustrator/CAD Operator	10 hours	@ \$ 110.00 /hour	\$ 1,100.00
<b>Subtotal</b>			<b>\$ 35,264.80</b>

### Task 3 - Coordination and Implementation of Cap Inspection and SGMS Monitoring for 2025 (2 Monitoring Events)

Principal Engineer/Geologist/Environmental Scientist	4 hours	@ \$ 210.00 /hour	\$ 840.00
Senior Engineer/Geologist/Environmental Scientist	hour	@ \$ 200.00 /hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	30 hours	@ \$ 195.00 /hour	\$ 5,850.00
Project Engineer/Geologist/Environmental Scientist	hour	@ \$ 185.00 /hour	\$ -
Senior Staff Engineer/Geologist/Environmental Scientist	120 hours	@ \$ 170.00 /hour	\$ 20,400.00
Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 155.00 /hour	\$ -
Field Vehicle Usage	100 hours	@ \$ 15.00 /test	\$ 1,500.00

### Laboratory Costs

Canister individually certified	20 canister	@ \$ 113.00 /canister	\$ 2,260.00
Method ASTM-D1946 Helium + O2	30 tests	@ \$ 201.00 /test	\$ 6,030.00
Method TO-15 - VOCs	30 tests	@ \$ 221.00 /test	\$ 6,630.00
Method TO-15 SIM - VOCs low level	18 tests	@ \$ 283.00 /test	\$ 5,094.00
Canister Cleaning Fee	56 canister	@ \$ 15.00 /canister	\$ 840.00
<b>Laboratory Costs + 15% Markup</b>			<b>\$ 23,982.10</b>

### Field Equipment

Helium Detector	8 days	@ \$ 120.00 /day	\$ 960.00
Helium + Tank	8 days	@ \$ 100.00	\$ 800.00
Purging Pump	8 days	@ \$ 100.00 /day	\$ 800.00
Sampling Supplies		Lump Sum	\$ 300.00
Field equipment + 15% Markup			\$ 3,289.00
<b>Subtotal</b>			<b>\$ 55,861.10</b>

## Table 1 - Breakdown of Estimated Fee

### Task 4 – 2025 O&M SGMS Monitoring Reporting (2 Events, 1 Reports)

Principal Engineer/Geologist/Environmental Scientist	8 hours	@ \$ 210.00 /hour	\$ 1,680.00
Senior Engineer/Geologist/Environmental Scientist	hour	@ \$ 200.00 /hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 195.00 /hour	\$ 3,900.00
Project Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 185.00 /hour	\$ 3,700.00
Senior Staff Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 170.00 /hour	\$ 3,400.00
Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 155.00 /hour	\$ -
Technical Illustrator/CAD Operator	4 hours	@ \$ 110.00 /hour	\$ 440.00
<b>Subtotal</b>			<b>\$ 13,120.00</b>

### Task 5 – 5-Year Review Inspection and Report

Principal Engineer/Geologist/Environmental Scientist	8 hours	@ \$ 210.00 /hour	\$ 1,680.00
Senior Engineer/Geologist/Environmental Scientist	hour	@ \$ 200.00 /hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 195.00 /hour	\$ 3,900.00
Project Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 185.00 /hour	\$ 3,700.00
Senior Staff Engineer/Geologist/Environmental Scientist	10 hours	@ \$ 170.00 /hour	\$ 1,700.00
Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 155.00 /hour	\$ -
Technical Illustrator/CAD Operator	4 hours	@ \$ 110.00 /hour	\$ 440.00
Field Vehicle Usage	10 hours	@ \$ 15.00 /test	\$ 150.00
<b>Subtotal</b>			<b>\$ 11,570.00</b>

Contingency 10%			\$ 13,609.59
Remaining Previous Budget			\$ 13,760.87
<b>TOTAL ESTIMATED FEE</b>			<b>\$ 163,466.36</b>

**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

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

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

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

(Education Code §45125.1(h).)

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

Dated: 5/28/2025

Name: Brandon Wilken

Signature: 

Title: Principal Geologist/Assistant Secretary

## ATTACHMENT A

### Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

**ATTACHMENT B**

**Form for Certification of Lack of Felony Convictions**

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

Entity Name: Ninyo & Moore  
Date of Entity’s Contract with District: June 26, 2025  
Scope of Entity’s Contract with District: Environmental Services

I, Brandon S. Wilken [insert name], am the Assistant Secretary [insert “owner” or officer title] for Ninyo & Moore [insert name of business entity] (“Entity”), which entered a contract on June 26, 2025, with the District for Environmental Services

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

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

Date: May 28, 2025  
Signature:   
Typed Name: Brandon S. Wilken  
Title: Principal Geologist/Assistant Secretary  
Entity: Ninyo & Moore

June 1, 2023

CERTIFICATE OF THE ASSISTANT SECRETARY

TO WHOM IT MAY CONCERN:

I hereby certify that I am the duly qualified and acting Assistant Secretary of Ninyo & Moore, a California Corporation. The following is a true excerpt from the Minutes of the Ninyo & Moore Board of Directors meeting held on June 24, 1999:

15. Empowerment of Executive Officers:

Many clients have requested letters of authorization prior to accepting the signatures of Principals on contractual documents. To clarify this situation, we hereby incorporate the following statement into the bylaws of the Corporation:

“RESOLVED, that the Corporation recognizes those employees appointed as Principals (including Division Managers) as Executive Officers of the Corporation, and empowers them to represent the Corporation in this legal capacity.”

The resolution is in conformity with the Articles of Incorporation and bylaws of the Corporation, has never been modified or repealed, and is now in full force and effect.

Under this resolution, Brandon S. Wilken, Principal Geologist of our Alameda, California office, is empowered to bind the Corporation.

**NINYO & MOORE**

Geotechnical & Environmental Sciences Consultants



Elaine O. Autus  
Assistant Secretary

**Memorandum:**

**Date:** Nov 26, 2024

**To:** Kenya Chatman, Colland Jang

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

**From:** Local Business Compliance Team, OUSD

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

Greetings Ms. Chatman and Mr. Jang,

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

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

**Scope:** Materials Testing and Special Inspection

**Analysis:**

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

**LBU Recommendation:**

Full LBU Waiver -

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

Sincerely,  
Tiffany Knuckles  
Local Business Compliance Officer  
360 Total Concept



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2025

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

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

<b>PRODUCER</b> Cavnagac 451 A Street, Suite 1800 San Diego CA 92101	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C. No. Ext):</b> 619-234-6848 <b>E-MAIL ADDRESS:</b> certificates@cavnagac.com		<b>FAX (A/C. No):</b> 619-234-8601
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1301 Marina Village Parkway, Suite 110 Alameda, CA 94501	<b>INSURER A :</b> Travelers Property Casualty Company of America		<b>NAIC #</b> 25674
	<b>INSURER B :</b> Pacific Insurance Company, Ltd		10046
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 690265074

REVISION NUMBER:

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

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

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

#### **B. BLANKET ADDITIONAL INSURED**

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

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

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

#### **C. EMPLOYEE HIRED AUTO**

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

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

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

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

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

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Fremont High School New Construction Project	<b>Site</b>	302
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### Basic Directions

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

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

<b>Contractor Name</b>	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	<b>Agency's Contact</b>	Brandon Wilken		
<b>OUSD Vendor ID #</b>	003087	<b>Title</b>	Principal		
<b>Street Address</b>	1301 Marina Valley Parkway	<b>City</b>	Alameda	<b>State</b>	CA
<b>Telephone</b>	510-343-3000	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	13158				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	06-26-2025	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	06-30-2026
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	<b>\$163,466.36</b>
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

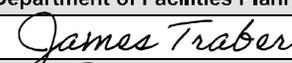
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9594	Fund 21 Measure J	210-9650-0-9594-8500-6265302-9180-9905-9999-13158	6265	\$163,466.36

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director of Facilities</b>				
	<b>Signature</b>	<b>Date Approved</b>			
2.	<b>Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>		05/28/2025	
3.	<b>Chief Systems &amp; Services Officer</b>				
	<b>Signature</b>  <u>Preston Thomas (May 28, 2025 22:57 PDT)</u>	<b>Date Approved</b>		05/28/2025	
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			