

Board Office Use: Legislative File Info.	
File ID Number	14-0990
Introduction Date	5-28-2014
Enactment Number	14-0916
Enactment Date	5/28/14



OAKLAND UNIFIED  
SCHOOL DISTRICT

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 *VEH*  
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** May 28, 2014

**Subject** Independent Consultant Agreement for Professional Services - Ninyo & Moore - Elmhurst Middle School Paving Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the Elmhurst Middle School Paving Project, in an amount not-to exceed \$20,822.00. The term of this Agreement shall commence on May 29, 2014 and shall conclude no later than December 31, 2014.

**Background** Division of State Architect (DSA) mandates that all public construction projects have a material testing laboratory on the job.

**Local Business Participation Percentage** 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



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

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

**Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the Elmhurst Middle School Paving Project, in an amount not-to exceed \$20,822.00. The term of this Agreement shall commence on May 29, 2014 and shall conclude no later than December 31, 2014.

**Fiscal Impact**

Measure J, Fund 21

**Attachments**

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES**  
**Elmhurst Middle School Paving Project**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 22<sup>nd</sup> day of April, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and Ninyo & Moore ("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 scope of the project is to include materials testing, special inspection services, field observations, geotechnical consulting and field reports. Services are based on compliance to the Division of State Architect (DSA) approved plans and specifications, the engineers DSA-103 form and the California Building Code (CDC) Title 24.**

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 May 29, 2014 and conclude no later than December 31, 2014.**

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:

Signed Agreement  
 Workers' Compensation Certification  
 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 **Twenty thousand, eight hundred twenty-two dollars and no cents (\$20,822.00)**. 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.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred



by Consultant in performing services for District, except as follows: Not applicable.

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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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](http://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.

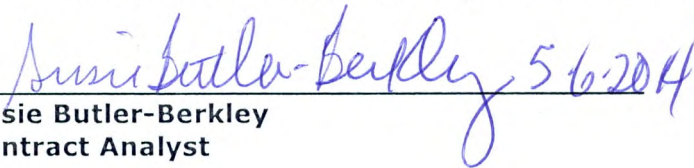
**36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

**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.

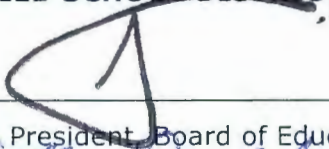
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered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



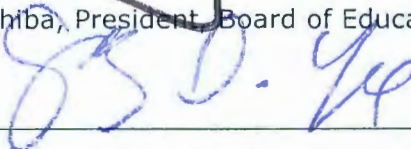
**Susie Butler-Berkley**  
**Contract Analyst**

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

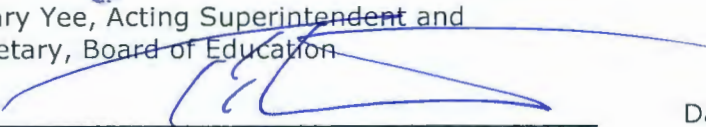
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
David Kakashiba, President, Board of Education

Date: 5/29/14


  
\_\_\_\_\_  
Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education

Date: 5/29/14

  
\_\_\_\_\_  
Timothy White, Associate Superintendent Facilities Planning and Management

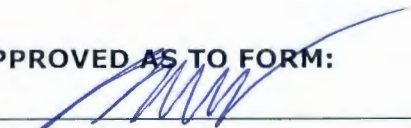
Date: \_\_\_\_\_

**Ninyo & Moore**


  
\_\_\_\_\_  
TERENCE K WANG (GEN MGR  
GE 2050

4-28-14

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Catherine Boskoff, Facilities Counsel

Date: 5-6-14

File ID Number: 14-0990  
Introduction Date: 5/28/14  
Enactment Number: 14-0916  
Enactment Date: 5/28/14  
By: 



**Information regarding Consultant:**

Consultant: Ninyo & Moore

33-0269828 :

License No.: A697063

Employer Identification and/or Social Security Number

Address: 1956 Webster St. Suite 400  
Oakland, CA 94612

Telephone: 510/343-3000

Facsimile: 510/343-3001

E-Mail: \_\_\_\_\_

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: CA
- Limited Liability Company
- Other: \_\_\_\_\_

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

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

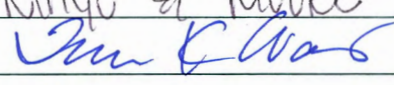
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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 self-insure, 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: 4-28-14

Proper Name of Consultant: Ninyo et Medel

Signature: 

Print Name: TERENCE E WANG

Title: GEN MGR

(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: ANDREW KAYE

Title: PROJECT 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 contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, 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: 4-28-14

Proper Name of Consultant: Ninyo & Moore

Signature: Terence K Wang

Print Name: TERENCE K WANG

Title: GEN MGR



**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.

Date: 4-28-14

Proper Name of Consultant: Ninyo & Moore

Signature: Terence K Wang

Print Name: TERENCE K WANG

Title: GEN MGR

**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)

**EXHIBIT A**

April 14, 2014  
Proposal No. P-82635

Ms. Mary Ledezma  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Subject: Proposal for Geotechnical Observation and Materials Testing  
Elmhurst Middle School Paving Replacement Project  
1800 98<sup>th</sup> Avenue, Oakland, California 94603  
File No.: 1-29; Application No.: 01-113995  
OUSD Project No.: 13130

Dear Ms. Ledezma:

In accordance with your request, Ninyo & Moore is pleased to provide this revised proposal to perform geotechnical observation and testing services for the Elmhurst Middle School Paving Replacement Project located at 1800 98<sup>th</sup> Avenue in Oakland, California. This proposal provides cost estimates based on our review of the DSA approved project plans and DSA approved 103 sheet, as stipulated in the California Building Code, Title 24, and our previous experience with similar projects of this nature. The purpose of our services will be to provide you with field and laboratory data and information in order to assess compliance with the project plans and specifications.

**PROPOSED CONSTRUCTION**

We understand this project will consist of the repaving of the Elmhurst Middle School Campus with asphalt concrete underlain by compacted aggregate base and subgrade. An approximately 20-foot wide fire lane will be constructed along the south side of the campus running north of the gymnasium building and will consist of asphalt concrete underlain by compacted aggregate base and reinforced subgrade. The middle portion of the fire lane just north of the gymnasium building, an area located at the northwest side of campus adjacent to Plymouth Street, and various drainage swales will be paved with Portland Cement Concrete underlain by compacted aggregate base and subgrade.



## **SCOPE OF SERVICES**

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

- Manage the project, including review and distribution of semi-monthly reports with test data and daily field inspection reports.
- Coordinate inspections and testing requests with DSA project inspectors.
- Geotechnical consulting services during construction to review earthwork submittals and respond to Requests for Information pertaining to soil or pavements, and provide supplemental geotechnical recommendations as needed.
- Observe site preparation, excavation, and removal of unsuitable materials.
- Observe prepared subgrade for conformance with geotechnical recommendations and design assumptions.
- Observe placement and compaction of fill, aggregate base, and asphalt concrete.
- Perform field density tests to evaluate compaction of subgrade, fill, aggregate base, asphalt concrete.
- Perform sampling and laboratory testing of soil and aggregate. Our anticipated tests include modified Proctor density, optimum moisture content, and Hveem stability and unit weight.
- Perform sampling and testing for cast-in-place concrete and transporting them to our laboratory for compression testing.
- Preparation of daily field reports and reports of laboratory testing results for issue to the Oakland Unified School District and their designated project team.
- Preparation of a summary report that presents our field observations, compaction testing, and laboratory testing, including our conclusions regarding compliance with the project plans and specifications.

### **SCOPE OF LABORATORY SERVICES INCLUDE**

- Modified proctor density
- Optimum moisture content
- Hveem stability and unit weight
- Concrete Compression

### **PROJECT UNDERSTANDING AND ASSUMPTIONS**

- 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 day-time work hours. Weekend and overtime work has not been included in this cost proposal.
- 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.
- Our services are subject to California prevailing wage law.
- It will not be necessary to sign a labor agreement with the Operating Engineers Union for this project, nor will Ninyo & Moore's technicians and inspectors need to be members of the Union.
- Per HY Architect, DSA Interim and Final Verified Reports will not be required.
- Sampling and tagging of reinforcing steel along with tensile and bend laboratory testing will not be required.


### **ESTIMATED FEE**


We propose to provide our geotechnical observation and materials testing services on a time-and-materials basis accrued in accordance with the attached schedule of fees. We estimate that our fee for the scope of work described above will be approximately \$20,822 (Twenty Thousand Eight Hundred and Twenty Two Dollars). A breakdown of our estimated fee is provided in Table 1. Please note that a construction schedule was not available at the time of our cost estimate. Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost will vary accordingly. The actual cost of our services will depend largely on the requested site visits for our services, as well as impact of weather and work stoppages, all of which are beyond our control. When possible, we will combine inspection and testing services to reduce the cost of our services.


We will provide services on an as-needed basis and will require 24 hours notice for scheduling inspection and testing visits.

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

Sincerely,  
**NINYO & MOORE**

  
Andrew Kaye  
Staff Engineer

  
Peter Connolly, PE, GE  
Principal Engineer

  
Ruchil Shah  
Project Manager

AK/RS/PCC/caa

Attachments: Table 1 – Breakdown of Estimated Fee  
Schedule of Fees

Distribution: (1) Addressee

**TABLE 1 – BREAKDOWN OF ESTIMATED FEE**

<b>TASK 1 - GEOTECHNICAL AND MATERIALS TESTING &amp; INSPECTION</b>				
Field Technician (Earthwork Observation and Soils & Asphalt Testing)	120 hours	@	\$ 85 /hour	\$ 10,200
Field Technician (Concrete Sampling & Testing)	20 hours	@	\$ 85 /hour	\$ 1,700
Nuclear Density Gauge Usage	120 hours	@	\$ 12 /hour	\$ 1,440
Vehicle/Equipment Usage	140 hours	@	\$ 10 /hour	\$ 1,400
Sample Pick-ups	12 hours	@	\$ 45 /hour	\$ 540
<b>Subtotal</b>				<b>\$ 15,280</b>
<b>TASK 2 - LABORATORY ANALYSES</b>				
Compressive Strength (Concrete)	12 tests	@	\$ 30 /test	\$ 360
Maximum Density	5 tests	@	\$ 260 /test	\$ 1,300
Hveem Stability and Unit Weight, CT 366	2 tests	@	\$ 195 /test	\$ 390
<b>Subtotal</b>				<b>\$ 2,050</b>
<b>TASK 3 - PROJECT COORDINATION, MANAGEMENT &amp; CONSULTATION</b>				
Principal Engineer	8 hours	@	\$ 155 /hour	\$ 1,240
Project Engineer	14 hours	@	\$ 133 /hour	\$ 1,862
Administrative Assistant	6 hours	@	\$ 65 /hour	\$ 390
<b>Subtotal</b>				<b>\$ 3,492</b>
<b>TOTAL ESTIMATED FEE</b>				<b>\$ 20,822</b>



**SCHEDULE OF FEES**

**HOURLY CHARGES FOR PERSONNEL**

Principal Engineer/Geologist/Environmental Scientist.....	\$ 155
Senior Engineer/Geologist/Environmental Scientist.....	\$ 150
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 140
Project Engineer/Geologist/Environmental Scientist.....	\$ 133
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 120
Staff Engineer/Geologist/Environmental Scientist.....	\$ 110
GIS Analyst.....	\$ 105
Field Operations Manager.....	\$ 105
Supervisory Technician.....	\$ 100
Nondestructive Examination Technician, UT, MT, LP.....	\$ 95
Senior Field/Laboratory Technician/Inspector.....	\$ 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**

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

**NOTES (Field Services)**

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

**SCHEDULE OF FEES FOR LABORATORY TESTING**

**Soils**

Atterberg Limits, D 4318, CT 204 .....	\$ 180
California Bearing Ratio (CBR), D 1883 .....	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422 .....	\$ 135
Consolidation, D 2435, CT 219 .....	\$ 275
Consolidation – Time Rate, D 2435, CT 219 .....	\$ 70
Direct Shear – Remolded, D 3080 .....	\$ 290
Direct Shear – Undisturbed, D 3080 .....	\$ 250
Durability Index, CT 229 .....	\$ 150
Expansion Index, D 4829, UBC 18-2 .....	\$ 240
Expansion Potential (Method A), D 4546 .....	\$ 180
Expansive Pressure (Method C), D 4546 .....	\$ 180
Geofabric Tensile and Elongation Test, D 4632 .....	\$ 165
Hydraulic Conductivity, D 5084 .....	\$ 300
Hydrometer Analysis, D 422, CT 203 .....	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils .....	\$ 110
Moisture Only, D 2216, CT 226 .....	\$ 30
Moisture and Density, D 2937 .....	\$ 50
Permeability, CH, D 2434, CT 220 .....	\$ 290
pH and Resistivity, CT 643 .....	\$ 160
Proctor Density D 1557, D 698, CT 216, & .....	\$ 260
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301 .....	\$ 425
Sand Equivalent, D 2419, CT 217 .....	\$ 110
Sieve Analysis, D 422, CT 202 .....	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202 .....	\$ 90
Specific Gravity, D 854 .....	\$ 200
Triaxial Shear, C.D, D 4767, T 297 .....	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	\$ 330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	\$ 190
Triaxial Shear, U.U., D 2850 .....	\$ 140
Unconfined Compression, D 2166, T 208 .....	\$ 100
Wax Density, D 1188 .....	\$ 90

**Roofing**

Built-up Roofing, cut-out samples, D 2829 .....	\$ 165
Roofing Materials Analysis, D 2829 .....	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5 .....	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5 .....	\$ 190

**Masonry**

Brick Absorption, 24-hour submersion, C 67 .....	\$ 45
Brick Absorption, 5-hour boiling, C 67 .....	\$ 55
Brick Absorption, 7-day, C 67 .....	\$ 60
Brick Compression Test, C 67 .....	\$ 45
Brick Efflorescence, C 67 .....	\$ 45
Brick Modulus of Rupture, C 67 .....	\$ 40
Brick Moisture as received, C 67 .....	\$ 35
Brick Saturation Coefficient, C 67 .....	\$ 50
Concrete Block Compression Test, 8x8x16, C 140 .....	\$ 60
Concrete Block Conformance Package, C 90 .....	\$ 1100
Concrete Block Linear Shrinkage, C 426 .....	\$ 120
Concrete Block Unit Weight and Absorption, C 140 .....	\$ 55
Cores, Compression or Shear Bond, CA Code .....	\$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18 .....	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16 .....	\$ 30
Masonry Prism, half size, compression, UBC 21-17 .....	\$ 180

**Concrete**

Cement Analysis Chemical and Physical, C 109 .....	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39 .....	\$ 30
Concrete Mix Design Review, Job Spec .....	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI .....	\$ 750
Concrete Cores, Compression (excludes sampling), C 42 .....	\$ 55
Drying Shrinkage, C 157 .....	\$ 250
Flexural Test, C 78 .....	\$ 100
Flexural Test, C 293 .....	\$ 55
Flexural Test, CT 523 .....	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI .....	\$ 250
Jobsite Testing Laboratory .....	Quote
Lightweight Concrete Fill, Compression, C 495 .....	\$ 55
Petrographic Analysis, C 856 .....	\$ 1,100
Splitting Tensile Strength, C 496 .....	\$ 80

**Reinforcing and Structural Steel**

Fireproofing Density Test, UBC 7-6 .....	\$ 70
Hardness Test, Rockwell, A-370 .....	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32 .....	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI .....	\$ 95
Pre-Stress Strand (7 wire), A 416 .....	\$ 140
Chemical Analysis, A-36, A-615 .....	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar .....	\$ 55
No. 11 Rebar .....	\$ 75
No. 18 Rebar .....	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370 .....	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI .....	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039) .....	\$ 675

**Asphalt Concrete**

Asphalt Mix Design, Caltrans .....	\$ 2,200
Asphalt Mix Design Review, Job Spec .....	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310 .....	\$ 215
Film Stripping, CT 302 .....	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366 .....	\$ 195
Marshall Stability, Flow and Unit Weight, T-245 .....	\$ 215
Maximum Theoretical Unit Weight, D 2041 .....	\$ 120
Swell, CT 305 .....	\$ 165
Unit Weight sample or core, D 2726, CT 308 .....	\$ 90

**Aggregates**

Absorption, Coarse, C 127 .....	\$ 35
Absorption, Fine, C 128 .....	\$ 35
Clay Lumps and Friable Particles, C 142 .....	\$ 100
Cleaness Value, CT 227 .....	\$ 160
Crushed Particles, CT 205 .....	\$ 140
Durability, Coarse, CT 229 .....	\$ 165
Durability, Fine, CT 229 .....	\$ 165
Los Angeles Abrasion, C 131 or C 535 .....	\$ 180
Mortar making properties of fine aggregate, C 87 .....	\$ 275
Organic Impurities, C 40 .....	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289 .....	\$ 390
Sand Equivalent, CT 217 .....	\$ 90
Sieve Analysis, Coarse Aggregate, C 136 .....	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136 .....	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88 .....	\$ 160
Specific Gravity, Coarse, C 127 .....	\$ 75
Specific Gravity, Fine, C 128 .....	\$ 110

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

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



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
4/28/2014

**PRODUCER**  
 Dealey, Renton & Associates  
 P. O. Box 12675  
 Oakland, CA 94604-2675  
 510 465-3090 Mandy Guo

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

### INSURERS AFFORDING COVERAGE

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


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

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual</b> <input checked="" type="checkbox"/> <b>OCP</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	6308986R247	10/03/13	10/03/14	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	8108986R247	10/03/13	10/03/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$  AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP8986R247	10/03/13	10/03/14	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WZP81017915	05/01/14	05/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS BOTH-EMPLOYEE E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$100,000
C	<b>OTHER Professional &amp; Contractor's Pollution Liab.</b>	MAX7PL0001210	04/03/14	10/03/15	\$5,000,000 per Claim \$5,000,000 Ann Aggr

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.  
 REF: Stonehurst CDC New Building/401856001. Geo. Observation, Materials Testing & Special Insp. 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.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Oakland Unified School District Attn: Susie Butler Berkley 955 High Street Oakland, CA 94601-0000		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>THROUGH MAIL</del> <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY <del>THE ISSUING INSURER</del> <del>THE ISSUING INSURER</del> AUTHORIZED REPRESENTATIVE 

Insured: Ninyo & Moore Geotechnical &

Policy Number: WZP81017915

Effective Date: 05/01/14

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

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

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

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

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

**SCHEDULE**

**Person or Organization**

**Job Description**

Oakland Unified School District

Attn: Susie Butler Berkley

955 High Street

Oakland, CA 94601-0000

REF: Stonehurst CDC New Building/401856001. Geo. Observation, Materials Testing & Special Insp. Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Countersigned by



Authorized Representative



## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Elmhurst Middle School Paving Project	Site	202
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Ninyo and Moore	Agency's Contact	Ruchil Shah				
OUSD Vendor ID #	V058012	Title	Project Manager				
Street Address	1956 Webster Street, Suite 400	City	Oakland	State	CA	Zip	94612
Telephone	510-343-3000	Policy Expires	10-3-2014				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13120						

Term			
Date Work Will Begin	5-29-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$20,822.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure B	2029905890	6252	\$20,822.00

Approval and Routing (in order of approval steps)				
<small>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.</small>				
1.	Division Head	Phone	510-535-7038	Fax
	Director, Facilities Planning and Management			
	Signature	Date Approved	5/6/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	5-6-14	
	Associate Superintendent, Facilities Planning and Management			
3.	Deputy Superintendent, Board of Education			
	Signature	Date Approved	5/13/14	
4.	President, Board of Education			
	Signature	Date Approved		
5.	Signature			
	Signature	Date Approved		