


Board Office Use: Legislative File Info.	
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Introduction Date	9-14-2022
Enactment Number	22-1629
Enactment Date	9-14-2022 CJH



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From  Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date September 14, 2022

Subject Amendment No. 3, General Services Agreement– Ninyo & Moore - Cole Administration Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 3, to the General Services Agreement by and between the **District** and **Ninyo & Moore**, Alameda, CA, for the latter to provide further environmental Basic Services, which include conducting several soil samplings, preparing an Investigation Workplan, a Remedial Action Correction Report, a Supplemental Sampling Investigation (SSI) report, and a Removal Action Workplan for Phase 2, preparing a Remedial Action Correction Report (RACR) documenting the Phase 1 and Phase 2 RAW implementation, for the **Cole Administration Center Project**, in an additional amount of **\$184,540.00**, which includes a not-to-exceed amount of **\$18,454.00** for Additional Services, increasing Agreement not-to-exceed amount from **\$384,495.00 to \$569,035.00**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for further environmental Basic Services which include soil samplings, and preparing various Investigation Workplan Reports required by the Department of Toxic Substances Control (DTSC).

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 3, to the General Services Agreement by and between the District and Ninyo & Moore, Alameda, CA, for the latter to provide further environmental Basic Services, which include conducting several soil samplings, preparing an Investigation Workplan, a Remedial Action Correction Report, a Supplemental Sampling Investigation (SSI) report, and a Removal Action Workplan for Phase 2, preparing a Remedial Action Correction Report (RACR) documenting the Phase 1 and Phase 2 RAW implementation, for the Cole Administration Center Project, in an additional amount of \$184,540.00, which includes a not-to-exceed amount fee of \$18,454.00 for Additional Services, increasing Agreement not-to-exceed amount from \$384,495.00 to \$569,035.00, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Fiscal Impact

Fund 21 Building Fund, Measure Y

Attachments

- Amendment No. 3
- Proposal
- Insurance Certificate
- Routing Form

AMENDMENT NO. 3

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Ninyo & Moore**. OUSD entered into an agreement with CONTRACTOR for services effective on **September 9, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Cole Administration Center Project** as follows, and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following Basic Services: Further environmental services include conducting several soil samplings, preparing an investigation Workplan, a Remedial Action Correction Report, a Supplemental Sampling Investigation (SSI) report, and a Removal Action Workplan for Phase 2, preparing a Remedial Action Correction Report (RACR) documenting the Phase 1 and Phase 2 RAW implementation, as described in the Proposal dated July 21, 2022, attached to this amendment, as part of Exhibit A.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u>.
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: <u>One Hundred Eighty-Four Thousand Five Hundred Forty dollars No/100(\$184,540.00), which includes an increase of \$166,086 for Basic Services, and an increase of \$18,454.00 for Additional Services.</u></p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not-to-exceed contract price was <u>Three Hundred Eighty-Four Thousand Four Hundred Ninety-five Dollars no/100 (\$384,495.00)</u>, and after this amendment, the not-to-exceed contract price will be: <u>Five Hundred Sixty-nine Thousand Thirty-five Dollars no/100 (\$569,035.00)</u>.</p>			

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	2-23-2022	Compensation	\$103,180.00
02	5-25-2022	Compensation, Term	\$221,615.00

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 3 – Ninyo & Moore – Cole Administration the Center Project - \$184,540.00

Contract No.

P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

850-40
Gary Yee, President,
Board of Education

9-15-2022
Date

Sandra Aguila
Sandra Aguilera, Acting Superintendent and Acting
Secretary, Board of Education

9-15-2022
Date

CONTRACTOR
Kristopher M. Larson 8/4/22
Contractor Signature Date
Kristopher M. Larson, PG, Principal Geologist
Print Name, Title

Tadashi Makadegawa
Tadashi Makadegawa, Deputy Chief,
Facilities Planning and Management

8/19/2022
Date

Approval as to form:

Arne Sandberg
Arne Sandberg, Lozano Smith
General Counsel, Facilities, Planning and Management

8/18/22
Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Ninyo & Moore

1. Detailed Description of Basic Services to be provided: Further environmental services include conducting several soil samplings, preparing an investigation Workplan, a Remedial Action Correction Report, a Supplemental Sampling Investigation (SSI) report, and a Removal Action Workplan for Phase 2, preparing a Remedial Action Correction Report (RACR) documenting the Phase 1 and Phase 2 RAW implementation, as described in the Proposal dated July 21, 2022, attached to this amendment, as part of Exhibit A.

2. Specific Outcomes:

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

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

July 21, 2022
Proposal No. 403668001

Ms. Elena Comrie
Oakland Unified School District
1111 Broadway, Suite 300
Oakland, California 94607

Subject: Proposal for Additional Environmental Services
Cole Central Administration Center
1011 Union Street
Oakland, California

Dear Mrs. Comrie:

In accordance with your request, Ninyo & Moore prepared this proposal for additional environmental services for the Oakland Unified School District (OUSD) Central Administration Center at Cole Campus Project. In accordance with the Department of Toxic Substances Control (DTSC) Clean Fill Import Advisory, imported soil for backfill of contaminated soil removal and construction excavation needs to be sampled and the analytical results submitted to the DTSC for approval. In addition, based on the Preliminary Endangerment Assessment (PEA) results and correspondence with OUSD and DTSC, additional soil samples need to be collected in the Phase 2 Area. The PEA concluded that lead was detected above the DTSC's screening level (SL) around the current building in the southern portion of the site, and organochlorine pesticides (OCPs) were detected above the SLs west of the current building. Due to these SL exceedances, the DTSC is requiring further investigation and remediation of soil contaminated with lead and OCPs during future construction activities of the Phase 2 area. Additional services needed to address the DTSC's requirements include collecting import fill material samples and submitting the analytical results to the for DTSC for approval, preparation and implementation of a Supplemental Sampling Work Plan for Phase 2, , and preparation of a Supplemental Sampling Investigation (SSI) Report. In addition, we will prepare and implement a Removal Action Workplan (RAW) for the Phase 2 area and prepare a Remedial Action Correction Report (RACR) documenting the Phase 1 and Phase 2 RAW implementation. Our proposed scope of services is as follows:

PROPOSED SCOPE OF SERVICES

Task 1 - Clean Import Fill Sampling and Reporting

Ninyo & Moore will collect import fill material samples in accordance with DTSC's Clean Imported Fill Material Advisory. OUSD has proposed importing approximately 10,600 cubic yards (cy) of structural base fine material from Steven's Creek Quarry Located in Sunol, California to use as fill material as replacement of the contaminated soil removed from the Phase 1 Administration building construction excavation. Based on the projected import source and volume, Ninyo & Moore will collect 18 discrete fill material samples at Steven's Creek Quarry and analyze the sample for the following:

- CAM 17 Metals by United States Environmental Protection Agency (EPA) Methods 6010B/7471A.
- Asbestos by PLM with CARB 435 preparation and TEM EPA quantitative analysis with CARB 435 preparation.
- pH

Samples will be collected in clean laboratory supplied glass jars, immediately placed in a cooler with ice and transported to a California certified state laboratory under a chain of custody documentation. The samples will be analyzed on a standard 5-day turnaround time. Analytical results will be reported to DTSC in a Summary Report which will include a summary of the sampling methodology, volume of imported fill material to be used on site, identification of contaminants of potential concern, discussion of analysis performed and comparing the analytical results to DTSC-SLs and/or EPA Regional Screening Levels (RSLs), and conclusions/recommendations. The summary report will also include applicable figures identifying boring locations, summary tables and appendices.

Task Cost: \$21,030

Task 2 - Supplemental Sampling Investigation Workplan – Phase 2

Ninyo & Moore will prepare a Supplemental Sampling Investigation Workplan (SSIWP) to address data gaps identified from the PEA results in the Phase 2 area. Based on a meeting with DTSC and OUSD on June 22, 2022, the DTSC requested additional soil samples around the current building in the southern portion of the site to delineate lead and OCP impacts to shallow soil. The SSIWP will present the methodology for collecting an additional 62 soil samples for final approval from the DTSC.

Task Cost: \$6,860

Task 3 - Supplemental Sampling Investigation Implementation

Ninyo & Moore will contract with a driller to hand auger 31 soil boring locations and collect a total of 62 soil samples from PEA sample locations that exceeded the DTSC SL for lead. Step-out samples will be collected at 10-feet on each side of the original PEA sample location along the building wall and at 5-feet and 10-feet in the outward (away from the building) direction. Each 10-foot outward sample will be held by the lab pending the result of the 5-foot outward sample. Subsurface samples will be collected at 0.5 feet bgs (surface) and 1.5 feet bgs at each step-out location. The 1.5 ft bgs sample will be held by the lab pending result of the surface sample. All samples shall be analyzed for lead by EPA method 6010B. In addition, 16 samples collected from boring locations on the western side of the building will be analyzed for OCPs by EPA method 8081A, and four (4) samples will be analyzed for future waste characterization relating to the Phase 2 soil excavation. Additional waste characterization will include:

- Total petroleum hydrocarbons (TPH)-gasoline/volatile organic compounds using EPA Method 8015 mod/8260.
- TPH-diesel/motor oil and bunker fuel using EPA Method 8015.
- CAM 17 Metals using EPA Methods 6010B/7471A.
- A California waste extraction test (WET or CAWET) method to profile soils impacted by metals exceeding 10 times their respective soluble threshold limit concentrations (STLCs) in order to classify the soil as either non-hazardous or non-RCRA hazardous waste. If STLCs are exceeded after the CAWET, or if specific metals in soils exceed 20 times their STLC or exceed their total threshold limit concentration (TTLC), a toxicity characteristic leaching procedure (TCLP) will be conducted to evaluate the hazardous waste classification, including Resource Conservation Recovery Act (RCRA) or non-RCRA for the soil.

Task Cost: \$38,470

Task 4 - Supplement Sampling Investigation Report

This task will include preparation of a SSI Report documenting the results of the supplemental soil sampling. The SSI will include description of sampling methodology, discussion of sampling results, Human Health Risk Assessment, tabulated analytical results compared to DTSC-SLs and/or EPA RSLs (where applicable), figures showing sampling locations and appropriate appendices.

Task Cost: \$17,900

Task 5 - RAW Phase 2 Report

Following DTSC's approval of the SSI, Ninyo & Moore will coordinate and prepare a RAW for Phase 2. The RAW will discuss the conclusions of the PEA and SSI and proposed remediation measures of Phase 2 area. A meeting with DTSC to discuss the scope of the RAW and one round of edits to the RAW is included. The RAW will identify the remediation goals, objectives and performance measures for soil excavation and offsite disposal of lead and OCP contaminated soil.

Task Cost: \$18,930

Task 6 - RAW Phase 2 Implementation

Ninyo & Moore will provide soil excavation oversight, dust monitoring services during soil disturbance activities, and collect post-excavation confirmation samples. Under this scope of work, Ninyo & Moore will perform the following:

- Daily setup, operate, and take down dust and weather monitoring equipment;
- Monitor airborne dust levels from perimeter locations and adjacent to the excavation operations per the RAW and notify the Contractor if dust levels approach or exceed action levels. Included in the proposal is one Ninyo & Moore staff for 20 8-hour days monitoring dust at 4 locations;
- Observe and document mitigation measures implemented by the Contractor for dust control;
- Observe and document excavation activities, soil management activities, volume of soil removed and transported off-Site for disposal, and the final extent of excavation; and
- Collect 20 bottom and 17 sidewall confirmation samples to confirm soil contaminated with lead and OCPs has been adequately removed. Samples will be collected in accordance with the RAW and analyzed for lead by EPA Methods 6010B series and OCPs by EPA Method 8081A.

Task Cost: \$52,050

Task 7 - Remedial Action Correction Report

This task includes preparation of a Remedial Action Correction Report (RCRA) that will document all the activities related to the Phase 1 and Phase 2 RAW implementation. The RCRA will include the following:

- Summary of the PEA and SSI Results.
- Summary of all excavation activities.
- Excavation confirmation sampling methodology and discussion of sampling analytical results.

- Discussion of waste removal procedures including the volume of waste removed, manifest documentation and truck maintenance.
- Description of dust monitoring and dust monitoring results.
- Data Validation.
- Tabulated confirmation sample analytical results compared to the appropriate DTSC SLs and/or EPA RSLs.
- Figures showing excavation sampling and dust monitoring locations and excavation confirmation sampling results.
- Appendices with laboratory analytical results, RAW field notes, dust monitoring forms and waste disposal documentation.

Task Cost: \$23,600

Task 8 - Site Closure Coordination

This task includes site closure coordination and meetings with DTSC and OUSD once the RACR has been finalized and approved.

Task Cost: \$5,700

ASSUMPTION

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- AutoCAD design plans of the proposed building will be provided to Ninyo & Moore, including foundation, and architectural plans.
- Once mobilized to the Site, a 4-hour minimum will apply.
- Once mobilized to the Site, no delays or work stoppages beyond the control of Ninyo & Moore or its subcontractors will occur.

FEE ESTIMATE

Our estimated fee to provide environmental services is **\$184,540 (One Hundred Eighty-Four Thousand Five Hundred Forty Dollars)**. Each task includes a contingency equaling 10% of the proposed additional budget. See breakdown of estimated fee tables for contingencies. Charges for services rendered will be on a time-and-materials basis based on the scope of work performed. Work beyond the scope of services will be provided in accordance with the fees provided in the breakdown of estimate fee table.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2022

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 NINY&MO-01	CONTACT NAME: Jennifer Aguirre PHONE (A/C. No. Ext): 510-465-3090 FAX (A/C. No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: Evanston Insurance Company	35378	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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COVERAGES

CERTIFICATE NUMBER: 117222676

REVISION NUMBER:

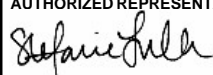
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> OCP 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	10/3/2021	10/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8107N033091	10/3/2021	10/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP9J428527	10/3/2021	10/3/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB6P428399	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab. & Contractor's Pollution Liab. Computer Network Security		Y	MKLV7PL0004694	5/1/2021	10/3/2022	Per Claim 5,000,000 Annual Aggregate 5,000,000

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

Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
 REF: ALL OPERATIONS OF THE NAMED INSURED. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named as Additional Insured as respects General Liability and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. 30 Day Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of 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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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center Project	Site	109
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Basic Directions

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

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

Contractor Name	Ninyo & Moore	Agency's Contact	Nathan Diem
OUSD Vendor ID #	003087	Title	Principal
Street Address	2020 Challenger Drive, Ste. 103	City	Alameda
Telephone	510-343-3000	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94501
OUSD Project #	19119	Policy Expires	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-09-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$184,540.00
Other Expenses		Requisition Number	

Budget Information

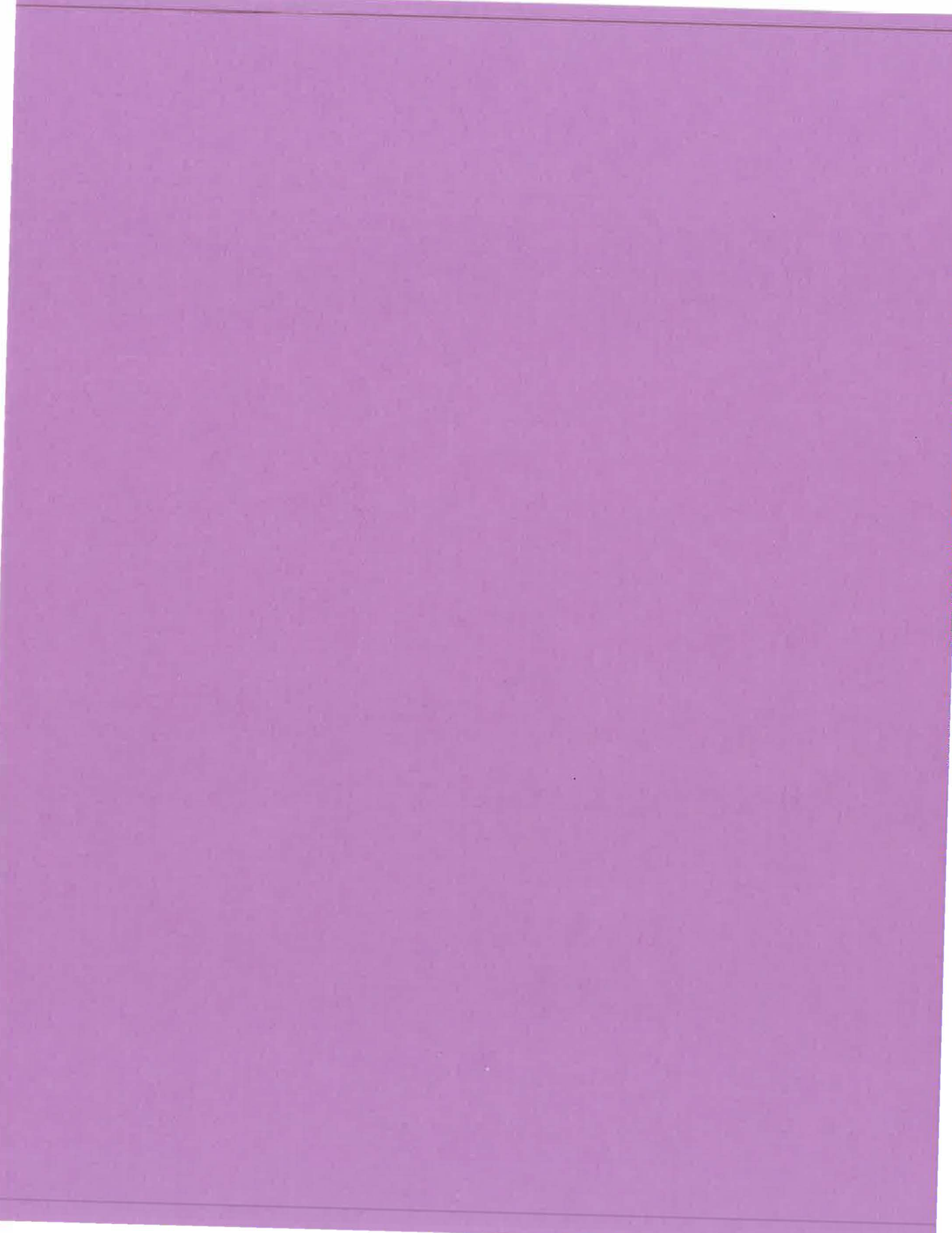
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9805	Fund 21 Measure Y	210-9655-0-9805-8500-6265-109-9180-9006-9999-19119	6265	\$184,540.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management	Signature	Date Approved 8/19/2022		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Lozano Smith, Approved as to form	Date Approved	8/18/22
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved 8/19/2022		
4.	Chief Financial Officer	Signature	Date Approved		
5.	President, Board of Education	Signature	Gary Yee	Date Approved	9-15-2022



Board Office Use: Legislative File Info.	
File ID Number	22-1169
Introduction Date	5-25-2022
Enactment Number	22-1021
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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date May 25, 2022

Subject Amendment No. 2, General Services Agreement– Ninyo & Moore - Cole Administration Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2, to the General Services Agreement by and between the **District** and **Ninyo & Moore**, Alameda, CA, for the latter to provide additional environmental services, including revising and updating the PEA report into two phases, collecting laboratory analysis for soil samples to evaluate DTSC’s Areas of Concern for the **Cole Administration Center Project**, in an additional amount of **\$221,615.00**, which includes a not-to-exceed contingency of **\$22,262.50** for additional services, increasing Agreement not-to-exceed amount from **\$162,880.00** to **\$384,495.00**, and extending the term of the Agreement from **December 31, 2022**, to **June 30, 2024**, (an additional 547 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for additional environmental services and five hundred forty-seven (547) calendar days’ extension to the term date.

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 2, to the General Services Agreement by and between the **District** and **Ninyo & Moore**, Alameda, CA, for the latter to provide additional environmental services, including revising and updating the PEA report into two phases, collecting laboratory analysis for soil samples to evaluate DTSC’s Areas of Concern for the **Cole Administration Center Project**, in an additional amount of **\$221,615.00**, which includes a not-to-exceed contingency of **\$22,262.50** for additional services, increasing Agreement not-to-exceed amount from **\$162,880.00** to **\$384,495.00**, and extending the term of the Agreement from **December 31, 2022**, to **June 30, 2024**, (an additional 547 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Fiscal Impact

Fund 21 Building Fund, Measure Y

Attachments

- Amendment No. 2
- Scope of work
- Insurance Certificate

AMENDMENT NO. 2

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Ninyo & Moore**. OUSD entered into an agreement with CONTRACTOR for services on **September 9, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Cole Administration Center Project** as follows, and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional environmental services, including revising and updating the PEA Report into two phases, collecting laboratory analysis for soil samples to evaluate DTSC's Areas of Concern, as described in the Proposal dated April 20, 2022, attached to this amendment, as part of Exhibit A.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional five hundred forty-seven days (547), and the amended expiration date is June 30, 2024. Current End date is December 31, 2022.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: Two Hundred Twenty-one Thousand Six Hundred Fifteen dollars No/100(<u>\$221,615.00</u>), which includes a not-to-exceed contingency of \$22,161.50 for Additional Services.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed contract price was <u>One Hundred Sixty-two Thousand Eight Hundred Eighty Dollars no/100(\$162,880.00)</u>, and after this amendment, the not-to-exceed contract price will be: <u>Three Hundred Eighty-Four Thousand Four Hundred Ninety-five Dollars no/100 (\$384,495.00)</u>.</p>			

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	2-23-2022	Compensation	\$103,180.00

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 2 – Ninyo & Moore – Cole Administration the Center Project - \$221,615.00
{SR357123}

OAKLAND UNIFIED SCHOOL DISTRICT

850.40

Gary Yee, President
Board of Education

5/26/2022

Date

[Signature]

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

5/26/2022

Date

[Signature]

Tadashi Nakadegawa, Deputy Chief
Facilities Planning and Management

5/2/22

Date

Approval as to form:
[Signature]

4/29/22

Date

Arne Sandberg, Lozano Smith [name]

General Counsel, Facilities, Planning and Management

CONTRACTOR

[Signature] 04/25/2022

Contractor Signature Date

Brandon S Wilken, Principal Geologist

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Ninyo & Moore

1. Detailed Description of Services to be provided: To provide additional environmental services, including revising and updating the PEA Report into two phases, collecting laboratory analysis for soil samples to evaluate DTSC's Areas of Concern, as described in the Proposal dated April 20, 2022, attached to this amendment, as part of Exhibit A.

2. Specific Outcomes:

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

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

April 20, 2022
Proposal No. 403668001

EXHIBIT A

Ms. Elena Comrie
Oakland Unified School District
1111 Broadway, Suite 300
Oakland, California 94607

Subject: Proposal for Additional Environmental Services
Cole Central Administration Center
1011 Union Street
Oakland, California

Dear Mrs. Comrie:

In accordance with your request, Ninyo & Moore prepared this order request for additional environmental services for the Oakland Unified School District (OUSD) Central Administration Center at Cole Campus Project. Based on the Preliminary Endangerment Assessment (PEA), lead and arsenic were detected above the Department of Toxic Substances Control (DTSC) screening levels (SL) throughout the Site. Due to these SL exceedances, DTSC is requiring remediation of soil contaminated with lead and arsenic during future construction activities. During a meeting with OUSD, DTSC and Ninyo and Moore on March 21, 2022, it was determined that remediation will be separated into a Phase 1 and a Phase 2 area to accommodate the redevelopment construction schedule. Additional services needed to address DTSC's requirements include revisions to the PEA Report, a Removal Action Workplan (RAW) for the Phase 1 area, a Soil Management Plan for the Phase 1 and Phase 2 areas, RAW implementation, and soil waste pre-characterization. Our proposed scope of services is as follows:

PROPOSED SCOPE OF SERVICES

Additional PEA Reporting

Additional level of effort and associated costs will be required to revise the PEA Report based on additional scope of work to separate the assessment into two Phases and incorporate DTSC required revisions. The PEA will be updated with additional figures and sections reflecting the Phase 1 and 2 approach and DTSC required risk calculations. Additional effort includes coordination and meetings with DTSC and OUSD and revisions to the PEA report.

Task Cost: \$9,685

Soil Management Plan

Ninyo & Moore recommended in the PEA Report that soil management be implemented during future remediation excavation and construction activities in areas with lead and arsenic contaminated soil to protect the construction workers, Site occupants, and off-Site receptors from potential exposure to lead and arsenic in soil. Based on these concerns, we recommended that a Soils Management Plan (SMP) be prepared for use during soil disturbance activities on Site. The SMP will act as the guidance document for the evaluation of clean, contaminated and hazardous soils during soil disturbance activities. The SMP will be utilized on site by consultants and contractors and will include:

- Program participant roles and responsibilities
- Physical setting
- Soil screening criteria
- Soil management objectives
- Remedial actions
- Notifications
- Health and Safety plans, including a discussion of proper PPE to mitigate direct contact exposure of contaminated soils to site workers
- Exclusion work zones and hazard warning signage
- Best management practices (BMPs) for PPE and equipment decontamination and site worker hygiene
- Soil excavation and monitoring
- Soil segregation
- Stockpiling soil stockpile management, including proper storage of excavated soils to prevent cross contamination (e.g. stockpiling on plastic sheeting and covering)
- Soil testing
- Importing clean fill based on DTSC requirements
- Risk management measures
- Administrative controls
- Dust control (e.g. wetting soils) to mitigate exposure of contaminants in airborne dust to receptors.
- Air monitoring (optional)
- Storm-water management

Task Cost: \$7,680

Waste Pre-Characterization

Soil within the excavation area for Phase 1 will be pre-characterized by collecting composite soil samples in-situ prior to excavation. The total depth of the excavation for the Phase 1 area is between 2.5 and 4 feet below ground surface (bgs). Pre-characterization will allow the excavation contractor to place soil directly in off-loading trucks without the need to stockpile soil waste. Based on the PEA results soil will be sampled and profiled from two separate vertical zones. The shallow zone will consist of composite samples collected from various depths between directly under asphalt to 2.5 bgs. The deeper zone will consist of composite soil samples collected from a variety of depths between 2.5 feet bgs and 4 feet bgs. A shallow and deep composite sample will be collected for approximately every 250 cubic yards of excavated soil. A total of 32 locations will be hand augured to approximately 4 feet bgs. A total of 64 composite soil samples will be collected in laboratory supplied jars and transported to a California state certified laboratory under a chain of custody. Samples will be analyzed for a minimum of:

- Total petroleum hydrocarbons (TPH)-Gasoline/volatile organic compounds using United States Environmental Protection Agency (EPA) Method 8015 mod/8260.
- TPH-diesel/motor oil and bunker fuel using EPA Method 8015.
- Title 22 Metals using EPA Methods 6000/7000 Series.
- A California waste extraction test (WET or CAWET) method to profile soils impacted by metals exceeding 10 times their respective soluble threshold limit concentrations (STLCs) in order to classify the soil as either non-hazardous or non-RCRA hazardous waste. If STLCs are exceeded after the CAWET, or if specific metals in soils exceed 20 times their STLC or exceed their total threshold limit concentration (TTLC), a toxicity characteristic leaching procedure (TCLP) will be conducted to evaluate the hazardous waste classification, including Resource Conservation Recovery Act (RCRA) or non-RCRA for the soil.

Task Cost: \$94,900

RAW Phase 1 Report

This task will include coordination and preparation of a RAW and implementation of the RAW including dust monitoring, excavation oversight, and excavation confirmation sampling. The RAW will discuss the conclusions of the PEA, the Human Health Risk Assessment (HHRA), and appropriate remediation measures of Phase 1 area. A meeting with DTSC to discuss the scope of the RAW and one round of edits to the RAW is included. The RAW will identify the remediation goals and objectives and performance measures for soil excavation and offsite disposal of lead and arsenic contaminated soil.

Task Cost: \$18,260

RAW Phase 1 Implementation

Ninyo & Moore will provide soil excavation oversight, dust monitoring services during soil disturbance activities, and collect excavation confirmation samples. Under this scope of work, Ninyo & Moore will perform the following:

- Daily setup, operate, and take down of dust and weather monitoring equipment;
- Monitor airborne dust levels from perimeter locations and adjacent to the excavation operations per the RAW and notify the Contractor if dust levels approach or exceed action levels;
- Observe and document mitigation measures implemented by the Contractor for dust control;
- Observe and document excavation activities, soil management activities, volume of soil removed and transported off-Site for disposal, and the final excavation extents; and
- Collect bottom and sidewall excavation samples to confirm soil contaminated with lead and arsenic has been adequately removed. Samples will be collected in accordance with the RAW and analyzed for lead and arsenic by EPA Methods 6000 series.

Task Cost: \$91,090

ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- AutoCAD design plans of the proposed building will be provided to Ninyo & Moore, including foundation, and architectural plans.
- Once mobilized to the Site, a 4-hour minimum will apply.
- Once mobilized to the Site, no delays or work stoppages beyond the control of Ninyo & Moore or its subcontractors will occur.

FEE ESTIMATE

Our estimated fee to provide environmental services is **\$221,615 (Two Hundred Twenty-One Thousand Six Hundred Fifteen Dollars)**. Each task includes a contingency equaling 10% of the proposed additional budget. See breakdown of estimated fee tables for contingencies. Charges for services rendered will be on a time-and-materials basis based on the scope of work performed. Work beyond the scope of services will be provided in accordance with the attached Schedule of Fees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2021

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675 License#: 0020739 NINY&MO-01	CONTACT NAME: PHONE (A/C No. Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Evanston Insurance Company	35378	INSURER C : Travelers Casualty and Surety Co of America	31194	INSURER D :		INSURER E :		INSURER F :
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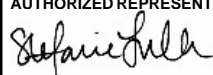
COVERAGES **CERTIFICATE NUMBER:** 109935495 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> OCP 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	10/3/2020	10/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8107N033091	10/3/2020	10/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP9J428527	10/3/2020	10/3/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB6P428399	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab. & Contractor's Pollution Liab. Computer Network Security		Y	MKLV7PL0004694	5/1/2021	10/3/2022	Per Claim 5,000,000 Annual Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
 Re: Oakland Unified School District (OUSD) Cole Administration Center
 Oakland Unified School District, its Board of Trustees, officers, agents, and employees are named as Additional Insured as respects General & Auto Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsements.

CERTIFICATE HOLDER **CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District Attn: Juanita Hunter 955 High Street Oakland CA 94601	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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DIVISION OF FACILITIES PLANNING and MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center Project	Site	109
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Basic Directions

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

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

Contractor Information

Contractor Name	Ninyo & Moore	Agency's Contact	Nathan Diem				
OUSD Vendor ID #	003087	Title	Principal				
Street Address	2020 Challenger Drive, Ste. 103	City	Alameda	State	CA	Zip	94501
Telephone	510-343-3000	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	19119						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-09-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2024

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$221,615.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9805	Fund 21 Measure Y	210-9655-0-9805-8500-6265-109-9180-9006-9999-19119	6265	\$221,615.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	5/2/22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only	Date Approved	4/29/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	5/2/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

the 1990s, the number of people in the world who are living in poverty has increased. The number of people who are living on less than \$1 a day has increased from 1.2 billion in 1981 to 1.5 billion in 1999. The number of people who are living on less than \$2 a day has increased from 2.2 billion in 1981 to 2.5 billion in 1999.

The number of people who are living on less than \$3 a day has increased from 3.2 billion in 1981 to 3.5 billion in 1999. The number of people who are living on less than \$4 a day has increased from 4.2 billion in 1981 to 4.5 billion in 1999.

The number of people who are living on less than \$5 a day has increased from 5.2 billion in 1981 to 5.5 billion in 1999. The number of people who are living on less than \$6 a day has increased from 6.2 billion in 1981 to 6.5 billion in 1999.

The number of people who are living on less than \$7 a day has increased from 7.2 billion in 1981 to 7.5 billion in 1999. The number of people who are living on less than \$8 a day has increased from 8.2 billion in 1981 to 8.5 billion in 1999.

The number of people who are living on less than \$9 a day has increased from 9.2 billion in 1981 to 9.5 billion in 1999. The number of people who are living on less than \$10 a day has increased from 10.2 billion in 1981 to 10.5 billion in 1999.

The number of people who are living on less than \$11 a day has increased from 11.2 billion in 1981 to 11.5 billion in 1999. The number of people who are living on less than \$12 a day has increased from 12.2 billion in 1981 to 12.5 billion in 1999.

The number of people who are living on less than \$13 a day has increased from 13.2 billion in 1981 to 13.5 billion in 1999. The number of people who are living on less than \$14 a day has increased from 14.2 billion in 1981 to 14.5 billion in 1999.

The number of people who are living on less than \$15 a day has increased from 15.2 billion in 1981 to 15.5 billion in 1999. The number of people who are living on less than \$16 a day has increased from 16.2 billion in 1981 to 16.5 billion in 1999.

The number of people who are living on less than \$17 a day has increased from 17.2 billion in 1981 to 17.5 billion in 1999. The number of people who are living on less than \$18 a day has increased from 18.2 billion in 1981 to 18.5 billion in 1999.

The number of people who are living on less than \$19 a day has increased from 19.2 billion in 1981 to 19.5 billion in 1999. The number of people who are living on less than \$20 a day has increased from 20.2 billion in 1981 to 20.5 billion in 1999.

The number of people who are living on less than \$21 a day has increased from 21.2 billion in 1981 to 21.5 billion in 1999. The number of people who are living on less than \$22 a day has increased from 22.2 billion in 1981 to 22.5 billion in 1999.

The number of people who are living on less than \$23 a day has increased from 23.2 billion in 1981 to 23.5 billion in 1999. The number of people who are living on less than \$24 a day has increased from 24.2 billion in 1981 to 24.5 billion in 1999.

The number of people who are living on less than \$25 a day has increased from 25.2 billion in 1981 to 25.5 billion in 1999. The number of people who are living on less than \$26 a day has increased from 26.2 billion in 1981 to 26.5 billion in 1999.

Board Office Use: Legislative File Info.	
File ID Number	22-0192
Introduction Date	2-23-2022
Enactment Number	22-0322
Enactment Date	2-23-2022 CJH



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting February 23, 2022

Date Subject Amendment No. 1, General Services Agreement – Ninyo & Moore – Cole Administration Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No.1, General Services Agreement by and between the District and Ninyo & Moore, Alameda, CA, for the latter to provide additional environmental services, including laboratory analysis for soil samples collected to evaluate DTSC’s Areas of Concern for the Cole Administration Center Project, in an additional amount of **\$103,180.00**, which includes a contingency of **\$9,380.00** for additional services, increasing Agreement not-to-exceed amount from **\$59,700.00** to **\$162,880.00**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for additional environmental services, including laboratory analysis services for soil samples collected to evaluate areas of concern.

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No.1, General Services Agreement by and between the District and Ninyo & Moore, Alameda, CA, for the latter to provide additional environmental services, including laboratory analysis for soil samples collected to evaluate DTSC’s Areas of Concern for the Cole Administration Center Project, in an additional amount of **\$103,180.00**, which includes a contingency of **\$9,380.00** for additional services, increasing Agreement not-to-exceed amount from **\$59,700.00** to **\$162,880.00**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fiscal Impact Fund 35 County School Facilities Fund

Attachments

- Amendment No. 1
- Scope of work
- Insurance Certificate

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Ninyo & Moore**. OUSD entered into an agreement with CONTRACTOR for services on **September 9, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Cole Administration Center Project** as follows, and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional environmental services, including laboratory analysis for soil samples collected to evaluate DTSC's Areas of Concern, as described in the Proposal dated January 6, 2022, attached to this amendment, as part of Exhibit A.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: One Hundred Three Thousand One Hundred Eighty dollars No/100(<u>\$103,180.00</u>), which includes a not-to-exceed contingency of \$9,380.00 for Additional Services.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed contract price was Fifty-Nine Thousand Seven Hundred Dollars no/100(<u>\$59,700.00</u>), and after this amendment, the not-to-exceed contract price will be: <u>One Hundred Sixty-Two Thousand Eight Hundred Eighty Dollars no/100 (\$162,880.00)</u>.</p>			

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

5. **Amendment History:**

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

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

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Ninyo & Moore – Cole Administration the Center Project - \$103,180.00

OAKLAND UNIFIED SCHOOL DISTRICT

850.40
Gary Yee, President,
Board of Education

2-24-2022
Date

[Signature]
Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

2-24-2022
Date

[Signature]
Tadashi Nakadegawa, Interim Deputy Chief,
Facilities Planning and Management

1/26/2022
Date

Approval as to form:

[Signature]
Arne Sandberg (name)
General Counsel, Facilities, Planning and Management

1/27/22
Date

CONTRACTOR

[Signature] 01/27/2022
Contractor Signature Date

Brandon S Wilken, Principal Geologist
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Ninyo & Moore

1. Detailed Description of Services to be provided: To provide additional environmental services, including laboratory analysis for soil samples collected to evaluate DTSC’s Areas of Concern, as described in the Proposal dated January 6, 2022, attached to this amendment, as part of Exhibit A.

2. Specific Outcomes:

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

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



January 6, 2022
Proposal No. 403668001

EXHIBIT A

Ms. Elena Comrie
Oakland Unified School District
1111 Broadway, Suite 300
Oakland, California 94607

Subject: Proposal for Additional Environmental Services
Cole Central Administration Center
1011 Union Street
Oakland, California

Dear Ms. Comrie:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal for additional environmental services already completed for the Oakland Unified School District (OUSD) Cole Central Administration Center (site). The Department of Toxic Substances Control's (DTSC) requested additional services for Areas of Concern (AOC) throughout the site. Ninyo & Moore completed additional environmental services including additional soil sampling, soil gas probes, and soil gas sampling. A sampling and analysis plan is included in Table 2. Figures 1 and 2 show the AOC and sampling locations discussed below. Our scope of services was as follows:

ADDITIONAL SCOPE OF SERVICES

Based on DTSC's requests additional services were completed to evaluate several AOCs. Services included additional project coordination, field activities, sampling equipment, and laboratory analysis.

Area of Concern 1 and 2 – Current Buildings

Additional laboratory analysis for soil samples collected around the current buildings include the following:

- Arsenic and lead using EPA Method 6010;
- OCPs using EPA Method 8081; and
- PCBs using EPA Method 8082

Area of Concern 3 – Former Buildings

DTSC requested a soil sampling grid of 75 soil sample locations with samples collected at 0.5 and 2 feet below ground surface at each location. Additional effort and associated costs required to evaluate AOC3-Former Buildings in the north parking lot include project coordination, soil sampling field activities, laboratory analysis, and reporting.

Area of Concern 5 – Waste Incinerator

Due to the location of the waste incinerator, the sampling location AOC5-S7 was reevaluated and moved. The proposed location was discussed with DTSC onsite. The scope included coordination, 1 day of soil sampling, utility locate, and drilling. Additional laboratory analysis requested by DTSC for soil samples collected near the waste incinerator include the following:

- Dioxins/furans using EPA Method 8290

Area of Concern 8 – Burned Buildings

DTSC requested additional laboratory analysis for samples collected within the grid in the north parking lot to assess contaminants associated with burned buildings. No additional sample locations were needed. Additional laboratory analysis requested by DTSC included:

- Dioxins/furans using EPA Method 8290

Area of Concern 9-Offsite Northern and Southern Property Boundary

DTSC requested additional soil samples and installing and sampling additional dual nested soil gas probes along the northern and southern property boundaries. The scope included project coordination and two days of field activities to install three additional dual nested soil gas probes, collect six additional soil gas and one ambient air sample, and collect six soil samples. The samples were analyzed for:

- VOCs by EPA method TO-15 (soil gas samples);
- Methane, helium and oxygen using ASTM method 1946-90 (soil gas samples);
- TPH as diesel and motor oil by EPA method 8015M (soil samples);
- TPH as gasoline and volatile organic compounds (VOCs) by EPA method 8260 (soil samples); and
- Title 22 Metals using EPA Method 6010 and mercury using EPA Method 7471(soil samples)

Reporting

Services not completed to date include reporting efforts associated with the additional completed scope. Reporting effort will include analytical data tabulation and evaluation and human health risk assessment.

ASSUMPTIONS

Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services:

- Once mobilized to the site, no delays or work stoppages beyond the control of Ninyo & Moore or its subcontractors will occur.
- Soil and Soil vapor samples will be analyzed on a normal 10-day TAT.

FEE ESTIMATE

Our estimated fee to provide environmental services is **\$103,180 (One Hundred Three Thousand One Hundred Eighty Dollars)**. Our costs include a budget contingency of \$9,380 equaling 10% of the proposed additional budget. Charges for services rendered will be on a time-and-materials basis based on the scope of work performed. Work beyond the scope of services will be provided in accordance with the attached Schedule of Fees.

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 working with you.

Respectfully submitted,
NINYO & MOORE



Nathan Diem
Project Geologist



Brandon S. Wilken, PG 7564
Principal Environmental Geologist

NDD/BSW/gvr

Attachments: Table 1 – Breakdown of Estimated Fees
Table 2 – Sampling Analyses Plan
Figure 1 – Site Plan showing AOC1, 2, 5, 8 through 10
Figure 2 – Site Plan Showing AOC3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2021

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 NINY&MO-01	CONTACT NAME: Jennifer Aguirre PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 2020 Challenger Drive, Suite 103 Alameda CA 94501	INSURER A: Travelers Property Casualty Company of America NAIC # 25674	
	INSURER B: Evanston Insurance Company NAIC # 35378	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 982301811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> OCP 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	10/3/2021	10/3/2022	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8107N033091	10/3/2021	10/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP9J428527	10/3/2021	10/3/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB6P428399	5/1/2021	5/1/2022	<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 Liab. & Contractor's Pollution Liab. Computer Network Security		Y	MKLV7PL0004694	5/1/2021	10/3/2022	Per Claim 5,000,000 Annual Aggregate 5,000,000

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

Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
 Re: Oakland Unified School District (OUSD) Cole Administration Center
 Oakland Unified School District, its Board of Trustees, officers, agents, and employees are named as Additional Insured as respects General & Auto Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsements.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District
 Attn: Juanita Hunter
 955 High Street
 Oakland CA 94601

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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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center Project	Site	109
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Basic Directions

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

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

Contractor Name	Ninyo & Moore	Agency's Contact	Nathan Diem		
OUSD Vendor ID #	003087	Title	Principal		
Street Address	2020 Challenger Drive, Ste. 103	City	Alameda	State	CA
Telephone	510-343-3000	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	19119				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-09-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$103,180.00
Other Expenses		Requisition Number	

Budget Information

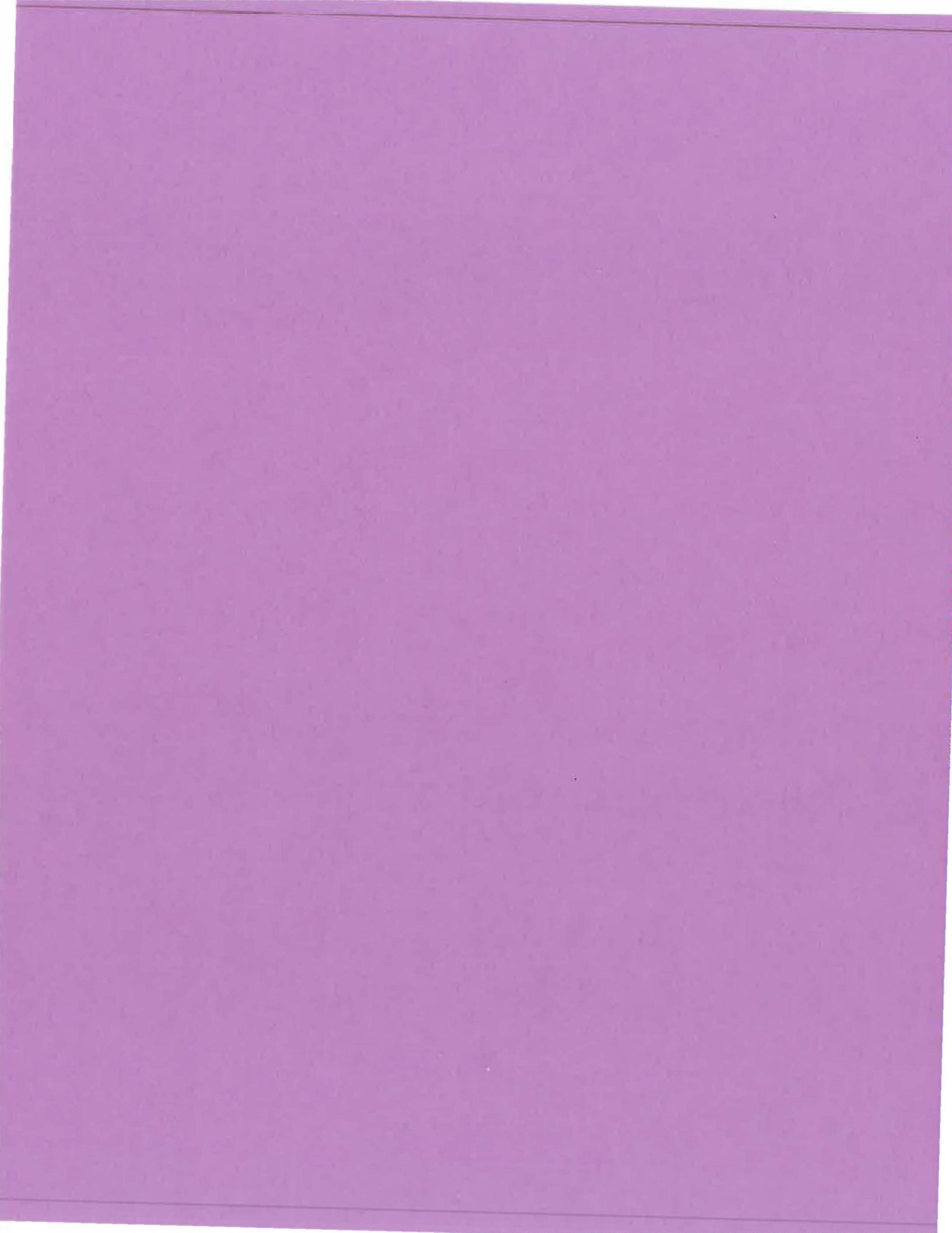
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
7710 9805	Fund 35	350-7710-0-9805-8500-6265-109-9180-9003-9999-19119	6265	\$103,180.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management	Signature			
		Date Approved	1/28/2022		
2.	General Counsel, Department of Facilities Planning and Management	Signature			
		Date Approved	1/27/22		
3.	Deputy Chief, Facilities Planning and Management	Signature			
		Date Approved	1/28/2022		
4.	Chief Financial Officer	Signature			
		Date Approved			
5.	President, Board of Education	Signature			
		Date Approved	2-24-2022		



Board Office Use: Legislative File Info.	
File ID Number	21-1839
Introduction Date	9-8-2021
Enactment Number	21-1397
Enactment Date	9/8/2021 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Madashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date September 9, 2021

Subject General Services Agreement – Ninyo & Moore - Cole Administration Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to the General Services Agreement between the District and Ninyo & Moore, Alameda, California, for the latter to provide preparation of a Preliminary Endangerment Assessment Work Plan (PEA) & PEA Reporting for the Cole Administration Center Project, in the not-to-exceed amount of \$59,700.00, with work scheduled to commence on September 9, 2021, and scheduled to last until December 31, 2022, pursuant to the Agreement.

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 to the General Services Agreement between the District and Ninyo & Moore, Alameda, California, for the latter to provide preparation of a Preliminary Endangerment Assessment Work Plan (PEA) & PEA Reporting for the Cole Administration Center Project, in the not-to-exceed amount of \$59,700.00, with work scheduled to commence on September 9, 2021, and scheduled to last until December 31, 2022, pursuant to the Agreement.

Fiscal Impact Fund 35 County School Facilities Fund

Attachments

- Agreement
- Scope & Fee Rate
- Insurance Certificate



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

Legislative File ID No. 21-1839

Department: Facilities Planning and Management

Vendor Name: Ninyo & Moore

Project Name: Cole Administration Center

Project No.: 19119

Contract Term: Intended Start: 9-9-2021

Intended End: 12-31-2022

Total Cost Over Contract Term: \$59,700.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Ninyo & Moore was selected through RFP process based on scores to provide hazardous material services based on District's knowledge of Consultant's demonstrated competence and professional qualifications from similar projects. Given the Consultant's experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified as the most reasonable price.

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

Consultant will provide administrative services to include preparation of a Preliminary Endangerment Assessment Work Plan and PEA work Plan implementation and reporting upon Department of Toxic Substance Control's DTSC approval.

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?

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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 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:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- 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 \$96,700 (as of 1/1/21)
- 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:

- o Consultant is providing environmental services for the District.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **September 9, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Ninyo & Moore** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Ninyo & Moore to provide preparation of a Preliminary Endangerment Assessment Work Plan (PEA) & PEA Reporting for the Cole Administration Project. The Basic Services include all work described in the July 13, 2021, proposal, which are attached to this Agreement as **Exhibit A**. Contractor may only provide other services (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

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.** This Agreement shall begin on **September 9, 2021**, and shall terminate upon completion of the Services, but no later than **December 31, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. 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, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, 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, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. 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 the hourly rates listed in **Exhibit B** for 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 Fifty-nine Thousand Seven Hundred Dollars (\$59,700.00), which consists of a not-to-exceed amount of Fifty-Nine Thousand Seven Hundred Dollars (\$59,700.00) for performance of the Basic Services, and a not-to-exceed amount of Zero Dollars (\$0) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the funds will be forthcoming.

District agrees to make payment 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 to District more frequently than monthly. 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.

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 Paragraph 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 limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. 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.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. 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. 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. 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, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

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 shall **only have limited 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 shall 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 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 after the Effective Date

of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements 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.** 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 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, confidentiality of records, Education Code section 49406 and others. 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 any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
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 to this Agreement.
24. **Waiver.** No delay or omission by District 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 the District from any or further exercise of any right or remedy.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:
- ~~Roof project certification (if required; see Public Contract Code §3006).~~
 - Fingerprinting Notice and Acknowledgement.


- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- ~~Local Business Participation Form.~~

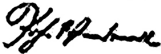
Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

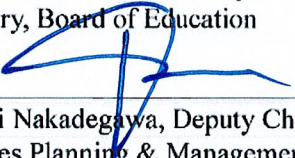
32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation 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.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

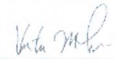

 _____ 9/9/2021
 Shanthi Gonzales, President, Date
 Board of Education


 _____ 9/9/2021
 Kyla Johnson-Trammell, Superintendent Date
 Secretary, Board of Education


 _____ 8/11/21
 Tadashi Nakadegawa, Deputy Chief, Date
 Facilities Planning & Management

CONTRACTOR:

Ninyo & Moore

By: 

 Kris Larson, PG 8059
 Title: Principal Geologist Date: 8/5/2021

Address for District Notices:

Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 510-535-2728

Address for Contractor Notices:

Ninyo & Moore
 2020 Challenger Drive, Ste. 103
 Alameda, CA 94501
 510-343-3000

Approved As To Form:


 _____ 8/6/21
 OUSD Facilities Legal Counsel Date

Exhibit A

Proposal



July 13, 2021
Project No. 403668001

Mr. Tadashi Nakadegawa
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: Revised Proposal for Environmental Services
Oakland Unified School District Central Administrative Center
1011 Union Street
Oakland, California

Dear Mr. Nakadegawa:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to perform environmental services for the Oakland Unified School District (District) Central Administrative Center (Site) based on the recommendations made in our Phase I Environmental Site Assessment Report (Phase I), Oakland Unified School District (OUSD), 1011 Union Street, Oakland, California prepared in December 2019 and the Department of Toxic Substances Control's (DTSC) letter dated October 2, 2020. Our proposal includes the following two tasks: 1) preparation of a Preliminary Endangerment Assessment Work Plan (PEA) and 2) Implementation of and reporting related to a PEA Work Plan. A detailed scope of services for our environmental services follows.

PROPOSED SCOPE OF SERVICES

Task 1 – Preparation of a Preliminary Endangerment Assessment Work Plan

The PEA Work Plan will include an introduction and description of the site, PEA objectives, site background information, building plans, results from site interviews, summary of previous environmental investigations conducted on site, a proposed sampling and analysis plan (e.g. areas of concern, sampling strategies, rationale for specific sampling media, sample documentation, decontamination procedures, waste management, and quality control measures), a human health and ecological evaluation, anticipated outline of the PEA report, and proposed work schedule. A draft PEA Work Plan will be submitted to the DTSC and a final PEA Work Plan will be submitted pending approval of the draft PEA Work Plan.

Task 2 – Preliminary Endangerment Assessment Work Plan Implementation and Reporting

This task includes PEA Work Plan Implementation and reporting, and will be conducted upon DTSC approval of the PEA Work Plan. According to the Phase I, lead, arsenic, polychlorinated biphenyls (PCBs), and organochlorinated pesticides (OCPs) are potential constituents of concern (COCs) around the two site buildings based on the age of the buildings. In addition, other COCs consist of metals, semi-volatile organic compounds (SVOCs), total petroleum hydrocarbons (TPH), and volatile organic compounds (VOCs) associated with the incinerator and the former heating oil underground storage tank (UST). We recommend collecting shallow soil sampling around the two building structures and soil sampling adjacent to the on-site incinerator and adjacent to the former heating oil UST to evaluate the lateral and vertical distribution of site COCs. We estimate that the scoped items will include up to four working days of field activities. The following scope of work is recommended for the Site:

Project Coordination

- Coordinating with a California certified Laboratory;
- Obtaining a soil boring permit with Alameda County Public Works Agency;
- Preparing a site Specific Health and Safety Plan;
- Procuring the field sampling supplies;
- Marking boring locations and contacting underground service alert at least 72 hours in advance of sampling for boring clearance; and
- Project management services including correspondence and meetings with the district, DTSC and other stakeholders.

Soil Sampling Methodology

- Shallow soil samples will be collected at the surface or just under asphalt, 1 foot below ground surface (bgs) and at 2.5 feet bgs around all four sides of each building. The two deeper samples will be placed on hold and analyzed based on the results of the surface soil samples. A total of 24 shallow soil samples will be collected.
- One soil boring adjacent to the incinerator and one soil boring adjacent to the former heating oil UST will be drilled to just above first groundwater at approximately 10 to 11 feet bgs. Soil samples will be collected at 0.5, 5 and 10 feet bgs (six total soil samples).
- Install one soil vapor probe adjacent to the former heating oil UST to 5.5 feet bgs and collect one soil vapor sample.

Exhibit B
Hourly Rates

General Services – Ninyo & Moore – Cole Administration Center Project - \$59,700.00
{SR565566}

Breakdown of Estimated Fee

Task 1 - PROJECT COORDINATION AND MEETINGS

Principal Engineer/Geologist	8 hours	@ \$	185.00 /hour	\$ 1,480.00
Senior Engineer/Geologist	hour	@ \$	165.00 /hour	\$ -
Senior Project Engineer/Geologist	10 hours	@ \$	150.00 /hour	\$ 1,500.00
Project Engineer/Geologist	32 hours	@ \$	140.00 /hour	\$ 4,480.00
Senior Staff Engineer/Geologist	hour	@ \$	125.00 /hour	\$ -
Staff Engineer/Geologist	8 hours	@ \$	115.00 /hour	\$ 920.00
Subtotal				\$ 8,380.00

Task 2 - 'PEA WORK PLAN PREPERATION AND IMPLEMENTATION

(Assumes 2 Soil borings to 10 feet bgs, 24 shallow hand auger samples, 1 SV well)

Workplan Preparation

Principal Engineer/Geologist	6 hours	@ \$	185.00 /hour	\$ 1,110.00
Senior Engineer/Geologist	hour	@ \$	165.00 /hour	\$ -
Senior Project Engineer/Geologist	hour	@ \$	150.00 /hour	\$ -
Project Engineer/Geologist	12 hours	@ \$	140.00 /hour	\$ 1,680.00
Senior Staff Engineer/Geologist	20 hours	@ \$	125.00 /hour	\$ 2,500.00
Staff Engineer/Geologist	10 hours	@ \$	115.00 /hour	\$ 1,150.00
Technical Illustrator	8 hours	@ \$	85.00 /hour	\$ 680.00
Administrative Assistant	8 hours	@ \$	70.00 /hour	\$ 560.00

PEA Implementation

Principal Engineer/Geologist	10 hours	@ \$	185.00 /hour	\$ 1,850.00
Senior Engineer/Geologist	hour	@ \$	165.00 /hour	\$ -
Senior Project Engineer/Geologist	hour	@ \$	150.00 /hour	\$ -
Project Engineer/Geologist	20 hours	@ \$	140.00 /hour	\$ 2,800.00
Senior Staff Engineer/Geologist	10 hours	@ \$	125.00 /hour	\$ 1,250.00
Staff Engineer/Geologist	32 hours	@ \$	115.00 /hour	\$ 3,680.00
Technical Illustrator	hour	@ \$	85.00 /hour	\$ -
Drill Rig (Subcontractor)	1 estimate	@ \$	5,000.00 /hour	\$ 5,750.00
Soil Drums	2 drums	@ \$	250.00 /drum	\$ 575.00
Utility Locator permit	1 estimate	@ \$	1,300.00 /hour	\$ 1,300.00
PID	1 fee	\$	265.00	\$ 304.75
TPH by EPA Method 8015	3 days	@ \$	150.00 /days	\$ 450.00
VOCs by EPA method 8260	3 test	@ \$	35.00 /test	\$ 105.00
Title 22 Metals using EPA Method 6010	3 tests	@ \$	100.00 /test	\$ 495.00
AS and Pb using EPA Method 6010	3 tests	@ \$	130.00 /test	\$ 448.50
OCPs using EPA Method 8081	24 tests	@ \$	40.00 /test	\$ 1,104.00
SVOCs using EPA Method 8270C	24 tests	@ \$	145.00 /test	\$ 4,002.00
PCB using EPA method 8082	3 tests	@ \$	190.00 /test	\$ 655.50
WET	6 tests	@ \$	55.00 /test	\$ 379.50
Soil Vapor - TPHg/VOCs by TO-15	1 test	@ \$	80.00 /test	\$ 92.00
Soil Vapor - Fixed Gases and Helium by ASTM D1946	1 test	@ \$	150.00 /test	\$ 172.50
1-Liter Summa Canister	1 test	@ \$	110.00 /test	\$ 126.50
SV manifold	1 test	@ \$	30.00 /test	\$ 34.50
Helium and helium detector	1 test	@ \$	30.00 /test	\$ 34.50
Disposal	1 estimate	@ \$	240.00 day	\$ 276.00
Field Vehicle and Equipment Usage	1 test	\$	805.00 /test	\$ 925.75
	28 hours	@ \$	12.00 /hour	\$ 336.00
Subtotal				\$ 34,827.00

Breakdown of Estimated Fee

PEA Reporting - Task 3

Principal Engineer/Geologist	6 hours	@ \$	185.00 /hour	\$ 1,110.00
Senior Engineer/Geologist	hour	@ \$	165.00 /hour	\$ -
Senior Project Engineer/Geologist	24 hours	@ \$	150.00 /hour	\$ 3,600.00
Project Engineer/Geologist	32 hours	@ \$	140.00 /hour	\$ 4,480.00
Senior Staff Engineer/Geologist	24 hours	@ \$	125.00 /hour	\$ 3,000.00
Staff Engineer/Geologist	24 hours	@ \$	115.00 /hour	\$ 2,760.00
Technical Illustrator	10 hours	@ \$	85.00 /hour	\$ 850.00
Administrative Assistant	10 hours	@ \$	70.00 /hour	\$ 700.00
			Subtotal	\$ 16,500.00
TOTAL ESTIMATED FEE				\$ 59,700.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2021

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

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


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675 License#: 0020739 NINY&MO-01	CONTACT NAME: PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Evanston Insurance Company INSURER C: Travelers Casualty and Surety Co of America INSURER D: INSURER E: INSURER F:	NAIC # 25674 35378 31194

COVERAGES **CERTIFICATE NUMBER:** 109935495 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6308986R247	10/3/2020	10/3/2021	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 - COMPIOP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8107N033091	10/3/2020	10/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP9J428527	10/3/2020	10/3/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6P428399	5/1/2021	5/1/2022	<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 Liab. & Contractor's Pollution Liab. Computer Network Security		Y	MKL77PL0004694	5/1/2021	10/3/2022	Per Claim 5,000,000 Annual Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.
 Re: Oakland Unified School District (OUSD) Cole Administration Center
 Oakland Unified School District, its Board of Trustees, officers, agents, and employees are named as Additional Insured as respects General & Auto Liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsements.

CERTIFICATE HOLDER Oakland Unified School District Attn: Juanita Hunter 955 High Street Oakland CA 94601	CANCELLATION 30 Day Notice of Cancellation 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.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

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

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS 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"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **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.

B. 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 a covered "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 permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB6P428399

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Countersigned by _____

Insurance Company
Travelers Casualty and Surety Co of America

DATE OF ISSUE: 4/22/2021



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center Project	Site	109
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Basic Directions

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

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

Contractor Name	Ninyo & Moore	Agency's Contact	Nathan Diem		
OUSD Vendor ID #	003087	Title	Principal		
Street Address	2020 Challenger Drive, Ste. 103	City	Alameda	State	CA
Telephone	510-343-3000	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	19119				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-09-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$59,700.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
7710 9805	Fund 35	350-7710-0-9805-8500-6265-109-9180-9003-9999-99999	6265	\$59,700.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management	Signature	Date Approved 8/11/2021		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 8/6/21		
		Lozano Smith, as to form only			
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved 8/11/21		
4.	Chief Financial Officer	Signature	Date Approved		
5.	President, Board of Education	Signature	Date Approved		