Board Office Use: Legislative File Info			
File ID Number	14-0411		
Committee	Facilities		
Introduction Date	3-12-2014		
Enactment Number	14-04-44,		
Enactment Date	3-12-1401		



Memo

To

Board of Education

From

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

By: Vernon Hal, Deputy Superintendent

Timothy White, Associate Superintendent, Facilities Planning and

Management

Board Meeting Date

March 12, 2014

Subject

Amendment No. 6, Independent Contractor Agreement - Ninyo & Moore-

Havenscourt New Cafeteria and Classroom Building Project

Action Requested

Approval by the Board of Education of Amendment No. 6, Independent Contractor Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the District at Havenscourt New Cafeteria and Classroom Building Project, in an amount not-to exceed \$7,270.00 increasing previous contract amount from \$207,425.65 to a not to exceed amount of \$214,695.65. All remaining portions of the agreement shall remain in full force and effect as

originally stated.

Background

This amendment is needed due to additional work on the project, the contractor's extended construction schedule, and the need to work overtime.

Local Business Participation Percentage 100.00%

Strategic Alignment

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



Community Schools, Thriving Students

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 6, Independent Contractor Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the District at Havenscourt New Cafeteria and Classroom Building Project, in an amount not-to exceed \$7,270.00 increasing previous contract amount from \$207,425.65 to a not to exceed amount of \$214,695.65. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Independent Contractors Agreement including scope of work
- Insurance Certificate



AMENDMENT NO. 6 TO INDEPENDENT CONSULTANT CONTRACT

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 August 3, 2010, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . x The scope of work has <u>changed</u> . 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. Attach revised scope of work.
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project re-test of window water infiltration and high-strength bolt conformance testing.</u>
2.	Terms (duration): The term of the contract is <u>unchanged</u> . X The term of the contract has <u>changed</u> .
	If term is changed: The contract term is extended by an additional December 31, 2014 and the amended expiration date is January 15, 2015.
3.	Compensation: The contract price is unchanged. xThe contract price has changed.
	If the compensation is changed: The contract price is amended by
	x Increase of \$7,270.00 to original contract amount
	Decrease of \$ to original contract amount
	and the new contract total is Two hundred fourteen thousand, six hundred ninety-five dollars and sixty-five cents (\$214,695.65)

- 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:

K99906

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6-22-2011	The scope of the project is to provide material testing and inspection services for the Havenscourt Interim Dining Project Phase (2).	\$13,410.00
2	4-25-2012	The base contract was for the temporary classrooms project while the new building was in design; Amendment No. 1 was for the interim kitchen and dining project because the existing cafeteria building needs to be demolished as the new building will be built at the current location of the existing cafeteria; Amendment No. 2 is for the construction of the New Classroom and Cafeteria main building. A cost for special inspections by Ninyo & Moore could not be provided until the plans and specifications for the new building were completed.	\$112,118.65
3	2-13-2013	The scope of the project is to provide special inspection services for the Havenscourt Lunch Shelter.	\$3,700.00
4	2-27-2013	Provide additional inspection services as required for extended shop and field welding schedule, overtime and weekend work, environmental sampling & testing, rebar placement inspection, and additional concrete mix-design reviews.	\$59,822.00
5	11-20-2013	The scope of the project re-test of window water infiltration and high- strength bolt conformance testing.	\$13,320.00

9.002 Rev. 10/30/08	Contract No.	P.O. No.

Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President, Board of Education

Dr. Gary Yee, Acting Superintendent Secretary, Board of Education

Date

CONTRACTOR

Timothy White, Associate Superintendent Facilities, Planning and Management

File ID Number:_

Introduction Date: Enactment Number: 14

Enactment Date: 3-/

By:

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Seven thousand, two hundred seventy dollars and no cents (\$7,270.00)

1. Description of Services to be Provided

The scope of the project is to provide a re-test of window water infiltration and high-strength bolt conformance testing..

2. Specific Outcomes:

To create equitable opportunities for learning and accountability for quality.

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	0Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

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

Susie	Butler-Berkley
Contra	act Analyst





December 30, 2013 Project No. 401934001

Mr. Eric Scheuermann, Project Manager Oakland Unified School District 955 High Street Oakland, California 94601

Subject:

Change Order Request No. 3

Geotechnical Observation, Materials Testing and Special Inspection Services Havenscourt Middle School New Classroom and Cafeteria Building Phase

1390 66th Avenue, Oakland, California

OUSD Project No.: 07030; DSA Application No. 01 111714; File No. 1-29

Dear Mr. Scheuermann:

As you know, we have been providing geotechnical observation, construction materials testing, and special inspection services in accordance with our proposal dated March 8, 2012, change order-01 dated December 24, 2012 and change order-02 dated October 2, 2013, jurisdictional requirements, DSA 103 sheet, DSA approved plans and specifications and as requested by the Project Inspector. The fee for the requested services provided during construction of the subject project and associated improvements will exceed the estimated amount presented in our proposal and change orders. In preparing this change order request, we reviewed our accounting records, discussed the anticipated remaining on-site work with Project Inspector, and revisited the project plans and specifications. At the time our proposal was prepared, the construction schedule was not available for our review. This need for additional funds can be attributed to the additional work on the project, contractors' extended construction schedule, show up time, retest and re-inspection time and the need to work overtime and over the weekend.

SERVICES REMAINING

An estimate of additional time and associated fees for geotechnical observation, materials testing, and special inspection services has been developed based on time already accrued and our understanding of the remaining work for the project. It is our understanding that services remaining include high strength bolt testing, water infiltration testing for window and preparation of Final Verified Reports along with ad-graded geotechnical report at the completion of the project.

CONTRACT SUMMARY

As of our December 2013 billing, the accumulated fee for the subject project was approximately \$209,900 Based upon our understanding of the remaining work and our services provided to date, we estimate our fees to be approximately \$7,270 more than the initially approved budget, change order-01 and change order-02 for phase 2 project. Therefore, this change order request is for \$7,270 (Seven Thousand Two Hundred and Seventy Dollars), as shown in the attached Table 1 – Change Order No. 3 (Breakdown of Hours). The contract history for this project is as follows:

Remaining budget transfer from the previous project	\$ 5,055.00
Remaining budget transfer from the previous project phase -1	\$ 13,410.00
Initial Budget from Phase-2 proposal	\$ 112,118.65
Additional work for Sun-Shade Structure	\$ 3,700.00
Change Order No. 01 for Phase -2	\$ 59,822
Change Order No. 02 for Phase -2	\$ 13,320
Current Authorized Fee	\$ 207,425.65
Amount of Requested Change Order No. 3 for Phase -2	\$ 7,270
New Contract Amount	\$ 214,695.65

The estimate provided for this change order request is based upon a review of the original contract, our services provided to date, and our understanding of the remaining work. We appreciate this opportunity to be of continuing service.

Respectfully submitted, NINYO & MOORE

Ruchil Shah Project Manager Terence K. Wang, PE, GE

Jan & Wary

Principal Engineer

RS/TKW/sc

Attachment: Table 1 – Change Order No. 3 (Breakdown of Hours)

Distribution: (1) Addressee (hard copy)

December 30, 2013 Project No. 401934001

TABLE 1 - CHANGE ORDER NO. 3 (BREAKDOWN OF HOURS)

FIELD & LABORATORY SERVICES							
Water Infiltration Test w/ Report							\$ 2,100
High Strength Bolts Conformance Testing		10	Tests	@	\$ 205	/Test	\$ 2,050
	Subtotal						\$ 4,150

PROJECT CO-ORDINATION, FINAL VERIFIED REPORTS PREPARATION					
Project Manager/Geologist	14 hours @	\$	120	/hour	\$ 1,680
Principal Engineer	4 hours @	\$	155	/hour	\$ 620
Engineering Assistant	10 hours @	\$	65	/hour	\$ 650
CAD Operator	2 hours @	\$	85	/hour	\$ 170
	Subtotal				\$ 3,120

 TOTAL ESTIMATED FEE	\$ 7,270

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/02/2013

PRODUCER

Dealey, Renton & Associates

P. O. Box 12675

Oakland, CA 94604-2675 510 465-3090 Christine Silan

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

INSURERS AFFORDING COVERAGE

INSURED

Ninyo & Moore Geotechnical & **Environmental Sciences Consultants** 1956 Webster Street, Suite 400

Oakland, CA 94612

2013 OCT -8 A 9 21 Travelers Property Casualty Co INSURER B: American Automobile Ins. Co. INSURER C: Alterra Excess & Surplus Ins. C

INSURER D.

INSURER E

COVERAGES

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

VSR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	s	
A	GENERAL LIABILITY	6308986R247	10/03/13	10/03/14	EACH OCCURRENCE	\$1,000,000	
	X COMMERCIAL GENERAL LIABILITY	6812			FIRE DAMAGE (Any one fire)	\$1,000,000	
	CLAIMS MADE X OCCUR	10 10 10 10 10 10 10 10 10 10 10 10 10 1	1	D 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	MED EXP (Any one person)	\$10,000	
	X Contractual	To consider the constitution of the constituti	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	PERSONAL & ADV INJURY	\$1,000,000	
	X OCP		1		GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER. POLICY X PRO- X LOC		1		PRODUCTS - COMP/OP AGG	s2,000,000	
Α	AUTOMOBILE LIABILITY X ANY AUTO	8108986R247	10/03/13	10/03/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ALL OWNED AUTOS SCHEDULED AUTOS	THE PROPERTY AND PARTY.	ı		BODILY INJURY (Per person)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS	*	The state of the s		BODILY INJURY (Per accident)	\$	
		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		THE PARTY OF THE P	PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY		1	-	AUTO ONLY - EA ACCIDENT	S	
	ANY AUTO		9	s. January of companies.	OTHER THAN EA ACC AGG	\$	
Α	EXCESS LIABILITY	CUP8986R247	10/03/13	10/03/14	EACH OCCURRENCE	\$9,000,000	
	X OCCUR CLAIMS MADE	L PROPERTY AND A PROP	1		AGGREGATE	\$9,000,000	
	DEDUCTIBLE RETENTION \$	THE PARTY OF THE P		To the state of th	and the state of t	\$ 6	
В	WORKERS COMPENSATION AND	WZP81009371	: 05/01/13	05/01/14	X WC STATU- OTH-)	
	EMPLOYERS' LIABILITY	1000001	05/01/13	03/01/14	A ITORY LIMITS : ER	s1,000,000	
		1		1	1	;	E.L. DISEASE - EA EMPLOYEE
			de la companya de la		E.L. DISEASE - POLICY LIMIT	and the same of th	
C	OTHER Professional	MAX7PL0000506	10/03/12	04/03/14	\$5,000,000 per Clair		
	& Contractor's Pollution Liab.		10/00/12		\$5,000,000 Anni Ag		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES. REF: N&M#401805003, 2101 - 35th Avenue. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Jnified School District, its Directors, Officers, Employees, Agents, and Representatives. Insurance is primary per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

ERTIFICATE HULDER ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
Oakland Unified School District	DATE THEREOF, THE ISSUING INSURER WILL XHREEN XXXX MAIL 30 DAYS WRITTEN
Attn: Susie Butler Berkley	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUXSHIXER XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
955 High Street	XRX RHSHERKEX RESHREET REFERENCE VALUE FOR SHERHOLOGIO COLOR COLOR RECONSTRUCTION OF THE PROPERTY OF THE PROPE
Oakland, CA 94601-0000	RERINGHEREX
	AUTHORIZED REPRESENTATIVE
	BL

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basic or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

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

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

Policy Number:

WZP81009371

Effective Date:

05/01/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

Person or Organization

Job Description

akland Unified School District ttn: Susie Butler Berkley 35 High Street 3kland, CA 94601-0000 Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives

Countersigned by While!

Authorized Representative

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

Policy Expiration Date:



AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

				Project Informati	on			
Proje	ect Name	Havenscou	rt New Cafeteria ar	nd Classroom Bldg	Site	207		
		-		Basic Direction	s			
	Service	es cannot be p	rovided until the co	ontract is fully appro	ved and	a Purchase Order	r has b	een issued.
Attac				ncluding certificates a ertification, unless ver			t is ove	er \$15,000
	-			Contractor Informa	ation			
Contr	ractor Name	Ninyo & N		Agency's Contact Ruchil Shah				
	OUSD Vendor ID # V058012			Title		Project Manager		
Stree	t Address	1956 Web	ster Street, Suite 400	0 City				CA Zip 94612
Telep	ohone	510-633-5	640	Policy Ex	pires	10.3.	20	14
	ractor Histor	-	sly been an OUSD co	ontractor? x Yes 🗌 N	lo V	Norked as an OUS	SD emp	oloyee? Yes x No
OUSI	D Project #	07030						4.004
				Term	11.70			
Dat	te Work Wi	ll Begin	8-3-2010		Date Work Will End By (not more than 5 years from start date)		1-13-2015	
				Compensatio	on			
Tot	al Contract	Amount	\$	Total Contract Not		To Exceed	\$2	14,695.65
Pay	y Rate Per	Hour (If Hourly)	\$	If Amendm	If Amendment, Changed Amou		\$ 7,270.00	
Oth	ner Expens	es		Requisition Number				
	If you are pl	anning to multi-fu	nd a contract using LEF	Budget Informat		nd Federal Office be	fore con	mpleting requisition.
Re	esource #				Key Object			Amount
	7710	County Sc	hool Facilities	2079003835		626	5	\$7,270.00
knowl	ledge services	s were not provide			Order is issu	ed. Signing this doo	cument	
	Division Hea			Phone	510-535-	-7038 Fax		510-535-7082
1.	Director, Fa	cilities Planning	and Management				1	1.6
	Signature				Da	ate Approved	2	14114
	General Cou	unsel, Departme	nt of Facilities Plannin	g and Management				/
2.	2. Signature Date Approved 2/20/14							20/14
	Associate S	uperintendent, F	acilities Planning and	Management				
3.	Signature		15		D	Pate Approved	2/	21/14
	Deputy Sup	erintendent, Bus	iness Operations				1	1
4.	Signature			th,			221	17014
	President, E	Board of Education	on /	/ /			-	l
5. Signature				U	D	Date Approved		

Board Office Use: Le	gislative File Info.
File ID Number	13-26015
Committee	Facilities
Introduction Date	11-20-2013
Enactment Number	13-2459
Enactment Date	11-20-13 11



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Memo

To

Board of Education

From

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

By: Vernon Hal, Deputy Superintendent

Timothy White, Associate Superintendent, Facilities Planning and

Management

Board Meeting Date

November 20, 2013

Subject

Amendment No. 5, Independent Contractor Agreement - Ninyo & Moore-

Havenscourt New Cafeteria and Classroom Building Project

Action Requested

Approval by the Board of Education of Amendment No. 5, Independent Contractor Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the District at Havenscourt New Cafeteria and Classroom Building Project, in an amount not-to exceed \$13,320.00 increasing previous contract amount from \$194,105.65 to a not to exceed amount of \$207,425.65. All remaining portions of the agreement shall remain in full force and effect as

originally stated.

Background

This amendment is needed due to additional work on the project, the contractor's extended construction schedule, and the need to work overtime.

Local Business Participation Percentage 100.00%

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

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number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 5, Independent Contractor Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the District at Havenscourt New Cafeteria and Classroom Building Project, in an amount not-to exceed \$13,320.00 increasing previous contract amount from \$194,105.65 to a not to exceed amount of \$207,425.65. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Independent Contractors Agreement including scope of work
- Insurance Certificate



Community Schools, Thriving Students

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2,	If tern		he term of the contract is unchanged.	
3.			ne contract price is <u>unchanged</u> . xThe contract price has <u>cha</u> n is changed: The contract price is amended by	nged.
		☐ Decreas	of \$13,320.00 to original contract amount se of \$ to original contract amount ct total is Two hundred seven thousand, four hundred twenty-five 5.65)	e dollars and sixty-five
4.	unchange		s: All other provisions of the Agreement, and prior Amendmenterice and effect as originally stated.	(s) if any, shall remain
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4	2-27-2013	Provide additional inspection services as required for extended shop and field welding schedule, overtime and weekend work, environmental sampling & testing, rebar placement inspection, and additional concrete mix-design reviews.	\$59,822.00

	4	2-21-2013	sampling & testing, rebar p mix-design reviews.	placement inspection, and additional concrete	
		-	nent is not effective and no pay of Education, and the Superi	ment shall be made to Contractor until it is approved. Approntendent as their designee.	oval requires
K999	069.002 Rev.	10/30/08	Contract No.	P.O. No.	

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President, Board of Education

Date

Contractor Signature

TERENE K WANG / GEN WGR

Print Name, Title

CONTRACTOR

Dr. Gary Yee, Acting Superintendent

Secretary, Board of Education

Timothy White Associate Superintendent Facilities, Planning and Management

File ID Number: 13-2615 Introduction Date: 11-20-13

Enactment Number: 13-245 Enactment Date: 11-20-1311

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Thirteen thousand, three hundred twenty dollars and no cents (\$13,320.00)

Description of Services to be Provided

The scope of the project is to provide additional soil and water infiltration testing.

2. Specific Outcomes:

To create equitable opportunities for learning and accountability for quality.

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	0Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

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

Susie Butler-Berkley

Contract Analyst



October 2, 2013 Project No. 401934001

Mr. Eric Scheuermann, Project Manager Oakland Unified School District 955 High Street Oakland, California 94601

Subject:

Change Order Request No. 2

Geotechnical Observation, Materials Testing and Special Inspection Services Havenscourt Middle School New Classroom and Cafeteria Building Phase 2

1390 66th Avenue, Oakland, California

OUSD Project No.: 07030; DSA Application No.:01 111714; File No.:1-29

Dear Mr. Scheuermann:

As you know, construction activities are ongoing and we have been providing geotechnical observation, construction materials testing, and special inspection services in accordance with our proposal dated March 8, 2012 and change order-01 dated December 24, 2012, jurisdictional requirements, DSA 103 sheet, DSA approved plans and specifications and as requested by the Project Inspector. The fee for the requested services provided during construction of the subject project and associated improvements will exceed the estimated amount presented in our proposal. In preparing this change order request, we reviewed our accounting records, discussed the anticipated remaining on-site work with Project Inspector, and revisited the project plans and specifications. At the time our proposal was prepared, the construction schedule was not available for our review. This need for additional funds can be attributed to the additional work on the project, contractors' extended construction schedule, show up time and the need to work overtime and over the weekend.

SERVICES REMAINING

An estimate of additional time and associated fees for geotechnical observation, materials testing, and special inspection services has been developed based on time already accrued and our understanding of the remaining work for the project. It is our understanding that services remaining include soil's testing, water infiltration testing for window testing and preparation of Final Verified Reports at the completion of the project.

CONTRACT SUMMARY

As of our September 2013 billing, the accumulated fee for the subject project was approximately \$197,000 Based upon our understanding of the remaining work and our services provided to date, we estimate our fees to be approximately \$13,320 more than the initially approved budget and change order-01 for phase 3 project. Therefore, this change order request is for \$13,320 (Thirteen Thousand Three Hundred and Twenty Dollars), as shown in the attached Table 1 - Change Order No. 1 (Breakdown of Hours). The contract history for this project is as follows:

Remaining budget transfer from the previous project	\$ 5,055
Remaining budget transfer from the previous project phase -1	\$ 13,410
Initial Budget from Phase-2 proposal	\$ 112,119
Additional work for Sun-Shade Structure	\$ 3,700
Change Order No. 01 for Phase -2	\$ 59,822
Current Authorized Fee	\$ 194,106
Amount of Requested Change Order No. 2 for Phase -2	\$ 13,320
New Contract Amount	\$ 207,426

The estimate provided for this change order request is based upon a review of the original contract, our services provided to date, and our understanding of the remaining work. We appreciate this opportunity to be of continuing service.

Respectfully submitted, NINYO & MOORE

Ruchil R. Shah

Project Manager

Jenn L Wang Terence K. Wang, PE, GE

Principal Engineer

RS/TKW/caa

Attachment: Table 1 – Change Order No. 2 (Breakdown of Hours)

Distribution: (1) Addressee (hard copy)

TABLE 1 - CHANGE ORDER NO. 2 (BREAKDOWN OF HOURS)

F	IELD SERVICES							
Soils Technician		20 hours	@	\$	79	/hour	\$	1,580
Structural Steel Welding Inspector		16 hours	@	\$	79	/hour	\$	1,264
Window Testing - Deputy Inspector		30 hours	@	\$	79	/hour	\$	2,370
Window Testing - Technician		30 hours	@	\$	79	/hour	\$	2,370
Load Testing Technician (Pull and Torque Tests)		24 hours	@	\$	79	/hour	\$	1,896
	Subtotal						\$	9,480
Project Manager/Geologist		20 hours	@	\$	120	/hour	\$	2,400
Principal Engineer		4 hours	_	\$	155		\$	620
Engineering Assistant		10 hours	@	\$	65	/hour	\$	650
			0	\$	05	//2011	0	
CAD Operator		2 hours	(α)	D.	03	/hour	P	170
CAD Operator	Subtotal	2 hours	@	Φ	00	/Nour	\$	170 3,840

Board Office Use: Le	gislative File Info.
File ID Number	13-0330
Committee	Facilities
Introduction Date	2-27-2013
Enactment Number	13-0432
Enactment Date	2-27-1366

Memo

To

Board of Education

From

Tony Smith, Ph.D., Superintendent

Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date

February 27, 2013

Subject

Amendment No. 4, Independent Contractor Agreement for Professional Services
- Ninyo & Moore - Havenscourt New Cafeteria & Classroom Building Project

Action Requested

Approval by the Board of Education of Amendment No. 4, , Independent Contractor Agreement for Professional Services with Ninyo & Moore for Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project in an amount not-to exceed \$59,822.00 increasing previous contract amount from \$134,283.65 to a not to exceed amount of \$194,105.65. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

Additional inspection services are requested by the Division of State Architect and also are necessary to not interrupt the school's regular use of the site and facilities.

Local Business Participation Percentage 100.00%

Strategic Alignment

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 4, , Independent Contractor Agreement for Professional Services with Ninyo & Moore for Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project in an amount not-to exceed \$59,822.00 increasing previous contract amount from \$134,283.65 to a not to exceed amount of \$194,105.65. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

 Independent Contractors Agreement for Professional Services including scope of work



AMENDMENT NO. 4 TO INDEPENDENT CONSULTANT CONTRACT

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 August 11, 2010, and the parties agree to amend that Agreement as follows:

mpensation: If the compe	Thensation crease of Decrease), and the amended expiration date is	
			dollars and sixtu-tu
	194,105		Sonato and Swift
There are	story: no previ	ous amendments to this Agreement. x This contract has previously been a	Amount of
		The scope of the project is to provide material testing and inspection	Increase (Decrease) \$13,410.00
2 4-25	5-2012	The base contract was for the temporary classrooms project while the new building was in design; Amendment No. 1 was for the interim kitchen and dining project because the existing cafeteria building needs to be demolished as the new building will be built at the current location of the existing cafeteria; Amendment No. 2 is for the construction of the New Classroom and Cafeteria main building. A cost for special inspections by Ninyo & Moore could not be provided until the plans and specifications for the new	\$112,118.65
3 2-13	3-2013	The scope of the project is to provide special inspection services for the Havenscourt Lunch Shelter.	\$3,700.00
n N	hanged and endment His There are	hanged and in full for endment History: There are no previous. Date 1 8-22-2011	There are no previous amendments to this Agreement. x This contract has previously been a loo. Date General Description of Reason for Amendment The scope of the project is to provide material testing and inspection services for the Havenscourt Interim Dining Project Phase (2) The base contract was for the temporary classrooms project while the new building was in design; Amendment No. 1 was for the interim kitchen and dining project because the existing cafeteria building needs to be demolished as the new building will be built at the current location of the existing cafeteria; Amendment No. 2 is for the construction of the New Classroom and Cafeteria main building. A cost for special inspections by Ninyo & Moore could not be provided until the plans and specifications for the new building were completed. The scope of the project is to provide special inspection services for the

Amendment to	Professional	Services	Contract
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Page 2 of 3

OAKLAND UNIFIED SCHOOL DISTRICT

David Zakashiba President of the Board

Date

2 2 3 B

CONTRACTOR NITTYO & MOORE

Contractor Signature

1-29-13

Edgar Rakestraw, Jr , Secretary Board of Education Date Date

Date

Terence K. Wang, General Manager

Print Name, Title

And the state of t

Timothy White, Associate Superintendent Facilities, Planning and Management

File ID Number:

Enactment Number: 13-043 S Enactment Date: 2 37/3

By: 24

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Fifty-nine thousand, eight hundred twenty-two dollars and no cents (\$59,822,00)

Description of Services to be Provided

1. Description of Services to be Provided

The scope of the project is to provide additional inspection services as required for extended shop and field waiding schedule, overtime and weekend work, environmental sampling & testing, rebar placement inspection, and additional concrete mix-design reviews.

2. Specific Outcomes:

Safety and healthy for the students and staff.

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

0 Ensure a high quality instructional core	O Prepare students for success in college and careers
x Develop social, emotional and physical health	X Safe, healthy and supportive schools
xCreate equitable opportunities for learning	Accountable for quality
0 High quality and effective instruction	0 Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epis.gov/epis/search.do.

42-5-20B

Susie Butler-Berkley Contract Analyst



December 26, 2012 Project No. 401934001

Mr. Eric Scheuermann, Project Manager Oakland Unified School District 955 High Street Oakland, California 94601

Subject:

Change Order Request No. 1

Geotechnical Observation, Materials Testing and Special Inspection Services Havenscourt Middle School New Classroom and Cafeteria Building Phase 2

1390 66th Avenuc, Oakland, California

OUSD Project No.: 07030; DSA Application No.:01 111714; File No.:1-29

Dear Mr. Scheuermann:

As you know, construction activities are ongoing and we have been providing geotechnical observation, construction materials testing, and special inspection services in accordance with our proposal dated March 8, 2012, jurisdictional requirements, DSA 103 sheet, DSA approved plans and specifications and as requested by the Project Inspector. The fee for the requested services provided during construction of the subject project and associated improvements will exceed the estimated amount presented in our proposal. In preparing this change order request, we reviewed our accounting records, discussed the anticipated remaining on-site work with Project Inspector, and revisited the project plans and specifications. At the time our proposal was prepared, the construction schedule was not available for our review. This need for additional funds can be attributed to the additional work on the project, contractors' extended construction schedule, show up time and the need to work overtime and over the weekend.

SERVICES REMAINING

An estimate of additional time and associated fees for geotechnical observation, materials testing, and special inspection services has been developed based on time already accrued and our understanding of the remaining work for the project. It is our understanding that services remaining include soil sampling and compaction testing, reinforcing steel placement, concrete



batch plant inspection, concrete sampling, structural steel welding, load testing for adhesive anchors, along preparation of Final Verified Reports at the completion of the project.

CONTRACT SUMMARY

As of our October, 2012 billing, the accumulated fee for the subject project was approximately \$85,912 Based upon our understanding of the remaining work and our services provided to date, we estimate our fees to be approximately \$59,822 more than the initially approved budget. Therefore, this change order request is for \$59,822 (Fifty Nine Thousand Eight Hundred and Twenty Two Dollars), as shown in the attached Table 1 - Change Order No. 1 (Breakdown of Hours). The contract history for this project is as follows:

Initial Budget	\$ 112,119
Current Authorized Fee	\$ 112,119
Amount of Requested Change Order No. 1	\$ 59,822
New Contract Amount	\$ 171,941

The estimate provided for this change order request is based upon a review of the original contract, our services provided to date, and our understanding of the remaining work. We appreciate this opportunity to be of continuing service.

Respectfully submitted, NINYO & MOORE

In a series Con

Ruchil R. Shah

Project Manager

Terence K. Wang, PE, GE Principal Engineer

RS/TKW/csj

Attachment: Table 1 - Change Order No. 1 (Breakdown of Hours)

Distribution: (1) Addressee

TABLE 1 - CHANGE ORDER NO. 1 (BREAKDOWN OF HOURS)

CONSULTA	TION AND PROJECT MA!	VAG	EMI	NI				
Project Manager/Geologist	60) hou	rs (0	: \$	120	hour	\$	7,200
Principal Engineer		3 hou	rs (6	\$	155	hour	3	1.240
	Subtotal						\$	8,440

FIELD S	ERVICES							
Soils Technician	81) hou	rs &		7	9 /hour	3	6,320
Reinforced Concrete Special Inspector	4	1 hou	rs @) 1	7	hour /	\$	3,476
Structural Steel Welding Inspector	16) hou	TS (9	7	hour /	3	12,640
Concrete Batch Plant Inspection	3:	2 hou	TS @		5 7	hour /	\$	2,528
Concrete Sampling Technician	13	4 hou	TS (9 5	5 7	9 /hour	S	10,586
Load Testing Technician (Pull and Torque Tests)	6	3 hou	rs (9	7	9 /hour	5	5,372
	Subtotal		~				5	40,922

M	ATERIALS TESTIN	G						
Concrete Compression Tests, C39		96 tests	CO.	5	30	/test	S	2,880
Reinforcing Bar, Tensile or Bend, A615		12 tests	@	\$	55	/test	\$	660
Compaction Curve (ASTM D1557)		6 tests	@	\$	250	/test	\$	1,500
	Subtotal						\$	5,040

FINAL	ERIFIED REPORTS PREPA	LR	ATIO	1				
Project Manager/Geologist	4(0 h	iours (t	i, 5	120	/hour	5	4,800
Principal Engineer	4	4 h	iours @	0 5	155	/hour	\$	620
	Subtotal						\$	5,420

TOTAL ESTIMATED FEE	\$ 59,822

Gm i

Eric Scheuermann< eric.scheuermann@ousd.k12.ca.us>

401934001-Havenscourt Cafeteria-CHANGE ORDER REQUEST

1 message

Ruchil Shah < rshah@ninyoandmoore.com>
To: Eric Scheuermann <eric,scheuermann@ousd.k12.ca.us>

Thu, Dec 27, 2012 at 1:49 PM

Eric.

As we discussed earlier and per my voice message I left you today, attached is a Change Order Request No.1 for Havenscourt Cafeteria and Classroom Building project. I explained several reasons in our change order regarding the need of this additional funds. Below is a summary of change order items.

- · Extended shop and field welding schedule
- · Overtime and weekend inspection work
- · Environmental study, coring, sampling, testing and report at the beginning of the project
- · Rebar placement inspection
- Five concrete mix design reviews twice (Cemex & Central)

Please feel free to call me to discuss this change order request.

HAPPY HOLIDAYS!

P.S.: I will be on vacation starting next week for three weeks but you can reach me by email and I will respond ASAP.

Thank you,

Ruchil Shah
Project Manager
Ninyo & Moore
Geotechnical & Environmental Sciences Consultants
New San Jose Office
2149 O'Toole Avenue. Suite 10
San Jose, California 95131
(408) 435 9000
(408) 435 9006 (Fex)
(510) 277-6189 (Cell)
rshah@ninyoandmoore.com

Experience · Quality · Commitment

"Celebrating 25 Years"

401934001 L - CO.pdf

Client#: 704

NINYOMOOR1

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insured:

Ninyo & Moore Geotschnical &

Policy Number:

WZP81002626

Effective Date:

05/01/12

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

The additional premium for this endorsement shall be otherwise due on such remuneration.

% of the California workers' compensation premium

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District Attn: Susia Butler Barkley 955 High Street

Oakland, CA 94601-0000

REF: Havenacourt Cafe & Classroom Bidg./401934001, Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Countersigned by Africale C

Authorized Representative

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

Policy Expiration Date:

POLICY NUMBER: 6308986R247

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 10/03/12

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

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

Oakland, CA 94601-0000
PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

PROVISIONS

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

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

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

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

c. In the event that the Limits of insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III — Limits Of Insurance.

- This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily in jury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

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

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance".

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

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

- How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - Immediately record the specifics of the claim or "sult" and the date received; and
 - il. Notify us as soon as practicable.

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

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise compty with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.
- The following is added to the DEFINITIONS Section:

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

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



AMENDMENT TO INDEPENDMENT CONSULTANT AGREEMENT ROUTING FORM

				Project	Information					
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Board Office Use: Le	gislative File Info.
File ID Number	13-0233
Committee	Facilities
Introduction Date	February 13, 2013
Enactment Number	
Enactment Date	



Memo

To

Board of Education

From

Tony Smith, Ph.d., Superintendent

Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date

February 13, 2013

Subject

Amendment No. 3, Independent Consultant Agreement for Professional Services - Ninyo & Moore- Havenscourt New Cafeteria & Classroom Building Project

Action Requested

Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services with Ninyo & Moore for Special Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$3,700.00 increasing previous contract amount from \$130,583.65 to a not to exceed amount of \$134,283.65 and revising the end date from June 30, 2011 through December 31, 2012 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

The Division of State Architect requires independent T&I to ensure compliance with in-house review and CBC requirements.

Local Business Participation Percentage 100.00%

Strategic Alignment

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services with Ninyo & Moore for Special Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$3,700.00 increasing previous contract amount from \$130,583.65 to a not to exceed amount of \$134,283.65 and revising the end date from June 30, 2011 through December 31, 2012 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

 Independent Contractors Agreement for Professional Services including scope of work



AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

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 August 12, 2010, and the parties agree to amend that Agreement as follows:

3 6	Services		The scope of work is <u>unchanged</u> . x The scope of work has chi	REILEMAN.
			nged: Provide brief description of revised scope of work including description and products, and/or reports; attach additional pages as necessary. Attach	
			agrees to provide the following amended services: The scope of the provide Havenscourt Lunch Shelter.	oject is to provide speci
	Terms (d	uration): 🔲 Ti	he term of the contract is <u>unchanged</u> x The term of the contract h	as changed.
		m is changed: cember 31, 20	The contract term is extended by an additional Two years, and the a	amended expiration da
			he contract price is <u>unchanged</u> . x The contract price has <u>cha</u>	anged.
	if the		n is changed: The contract price is amended by	
			of \$3,700.00 to original contract amount	
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		ne new contra ve centa (\$13	ct total is One hundred thirty-four thousand, two hundred eighty-t 4.283.65)	hree dollers and sixt
l.	unchange	ed and in full fo	s: All other provisions of the Agreement, and prior Amendments are and effect as originally stated.	(s) if any, shall rema
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	-		ious smendments to this Agreement. X This contract has previously been am General Description of Reason for Amendment	Amount of
4		nera are no prev	General Description of Reason for Amendment The scope of the project is to provide material testing and inspection	
2.	No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

P.O. No.

Contract No.

K999069.002 Rev. 10/30/08

Amendment to Professional Services Contract

Page 2 of 4

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President, Board of Education Date

Date

Date

Date _

Edgar Rakestraw, Jr. Secretary Board of Education

Timothy White, Associate Superintendent Facilities, Planning and Management

CONTRACTOR

E ilia Contractor Signature

Terence K. Wang, General Manager Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Three thousand, seven hundred dollars and no cents (\$3,700.00)

Description of Services to be Provided

1. Description of Services to be Provided

Provide special inspection services for the Havenscourt Lunch Shelter.

2. Specific Outcomes:

Provide a safe and healthy environment for the students and staff,

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

O Ensure a high quality instructional core	O Prepare students for success in college and careers
O Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	X Accountable for quality
0 High quality and effective instruction	0 Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epis.gov/epis/search.do.

4 1-10 261

Susie Butler-Berkley Contract Analyst



November 15, 2012 Proposal No. P-81826 B

Mr. Eric Scheuermann, Project Manager Oakland Unified School District 955 High Street Oakland, California 94601

Subject:

Proposal for Geotechnical Observation,

Materials Testing and Special Inspection Services

Havenscourt Middle School Phase 3 - Lunch Shelter Project

1390 68th Avenue, Oakland, California

OUSD Project No.: 07030; DS A Application No.:01-112954; File No.:1-29

Dear Mr. Scheuermann:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to perform Geotechnical Observation, Materials Testing & Special Inspection Services for the Havenscourt Middle School Phase 3 - Lunch Shelter project located at 1390 66th Avenue in Oakland, California. This proposal provides our cost estimate and scope of services based on our review of the DSA approved project plans, DSA-103 form, California Building Code, Title 24, and on our experience performing services on similar projects.

PROJECT UNDERSTANDING

From the review of available project documents, we understand that Havenscourt Middle School Lunch Shelter project consists of eight drilled plers with tube steel column and metal roof with solar panels.

SCOPE OF MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

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



SCOPES OF FIELD SERVICES INCLUDE:

- · Geotechnical Services include:
 - A review of the drilled pier recommendations provided by the existing geotechnical report to satisfy the Geotechnical Engineer-of-Record status.
 - Geotechnical observation for installation of drilled piers.
 - Preparation of daily field reports and reports of laboratory testing results, which will be issued to the Oakland Unified School District and their designated project team.
 - Preparation of a summary report which presents the results of our field observations, compaction testing, and laboratory testing, including our conclusions regarding compliance with the project plans and specifications.
- Structural concrete sampling and transporting test specimens to the laboratory for compression testing;
- Periodic batch plant inspection;
- Other Management Oversight and Technical Support.

SCOPES OF LABORATORY SERVICES INCLUDE:

Compressive strength testing of concrete.

ASSUMPTIONS

- . Our services will be scheduled, and coordinated by the District's Project Inspector.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours; and that weekend and overtime work has not been included in this cost proposal.
- We assume our services are subject to California prevailing wage law.
- It will not be necessary to sign a labor agreement with the Operating Engineers Union for this project, nor will Ninyo & Moore's technicians and inspectors need to be members of the Union.
- Site visits made by professional staff and our field technicians will be billed on a portal-toportal basis, on a 2-hour minimum with a 4-hour increment.
- The DSA Project Inspector will perform inspection services including:
 - o Placement of reinforcing steel, formwork and embedded elements
 - o Placement of concrete

Maya - Moore

- Periodic concrete batch plant inspection will be required/performed during structural concrete pours; however, this was not noted on the DSA-103 sheet. Our proposal includes this service.
- Steel shop will be providing structural steel fabrication and welding inspection. Our cost estimate does not include shop fabrication and shop welding inspection. Therefore, we are not responsible for any shop fabrication and shop welding work.
- Services that are not included will be provided upon the District's written request.
- Additional laboratory tasting will be provided upon request and written approval, and will be billed at the rates listed on our current fee schedule.

PROPOSED ESTIMATED COST

SEE APPENDIX "A" FOR BREAKDOWN OF FEES

Task	Summary of Estimated Fees for Geotechnical Observation Materials Testing and Inspection Services	Estimated Fees
1	Consultation and Project Management	\$1,058
2	Field Services	\$1,680
3	Materials Testing	\$120
4	Final Verified Report Preparation	\$842
	Amendment required for the Phase 3	\$3,700

ESTIMATE OF FEES

Our proposed time-and-materials fee estimate of phase 3 project for drilled pler observation, construction materials testing and special inspection services associated with this project, based on the scope of services as described above, is \$3,700 (Three Thousand Seven Hundred Dollars). A detailed estimate of fees is attached. Please note that at the time our estimate was calculated, a construction schedule was not available. Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost would vary accordingly. The actual cost of our services will depend largely on the requested site visits for our services, as well as impact of weather and work stoppages, all of which are beyond our control. When possible, we will combine inspection and testing services to reduce the cost of our services.

We will provide services on an as-needed basis and will require 24 hours notice for scheduling inspection and tasting visits. Construction services are billed portal-to-portal from our Oakland office.

We sincerely appreciate being a part of the OUSD project team to implement this important Facility Bond program and very much look forward to the opportunity to continue to work with you on this project.

Sincerely, NINYO & MOORE

Ruchil R. Shah Sr. Staff Engineer

Jean L Wang Terence K. Weng PE, GE Principal Engineer

RS/TKW/ayp

Attachments: Appendix A - Breakdown of Estimated Fees

Schedule of Fees

Distribution: (1) Addressee (via e-mail)

1390 66th Avenue Oakland, California November 15, 2012 Proposal No. P-81826 B

APPENDIX A - BREAKDOWN OF ESTIMATED FEE DJECT: HAVENSCOURT MIDDLE SCHOOL LUNCH SHELTER

PROJECT: HAVENSCOURT MIDDLE CONSULTATION AND PRO-		-	PROFESSION AND ADDRESS OF THE PARTY NAMED IN COLUMN ASSESSMENT OF THE PARTY NAMED IN COLUMN AS THE PARTY NAMED IN COLUMN ASSESSMENT OF THE PARTY NAMED IN COLUMN ASSES	HELT	ER		
Project Engineer/Geologist	6 hours	0		133	Mour		798
Administration, Word Processing, Misc.	4 hours	(2)		65	mour		260
Şubtotal		4000	-			\$	1,058
FIELD SERV	ICES						
Staff Engineer (Drilled Pier)	8 hours	(1)	\$	125	/hour	\$	1,000
Field Technician (Concrete)	4 hours	0	\$	85	mour	\$	340
Batch Plant Observation (Concrete)	4 hours	(2)	\$	85	/nour	\$	340
Subtotal						\$	1,680
MATERIALS T	ESTING				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Concrete Compression Tests, C39	4 tests	@	\$	30	/test	5	120
Subtotal					***************************************	\$	120
FINAL VERIFIED REPOR	TPREPARA	TION					
Principal Engineer/Geologist	2 hours	@		158	/hour		310
Project Engineer/Geologist	4 hours	@		133	/hour		532
Subtotal		~_P				\$	842
TOTAL ESTIMATED FEE						۵	3,700

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist		×	S	135
Senior Engineer/Geologist/Environmental Scientist			\$	150
Senior Project Engineer/Geologist/Environmental Scientist			\$	140
Project Engineer/Geologist/Environmental Scientist			3	133
Senior Staff Engineer/Geologist/Environmental Scientist			S	120
Staff Engineer/Geologist/Environmental Scientist	*** 04449 4 354		8	110
GIS Analyst			\$5.	105
Field Operations Manager , a constant of the c	2000300074 4464 1 27	. >>>+++	0	108
Constitute Technicles		044	9	
Supervisory Technicism 15 1000 11 1000000			2	100
Nondestructive Examination Technician, UT, MT, LP.		de	2	95
Senior Field/Laboratory Technician/Inspector	4 000 0		3	85
Fleid/Laboratory Technician	.5 %	ь	\$	85
Concrete/Asphalt Batch Plant Inspector			\$	85
Special Inspector (Asphalt, Concrete, Mesonry, Steel, Welding, and Fireproofing)) _e		\$	85
Technical Illustrator/CAD Operator		**	\$	80
Information Specialist			\$	80
Data Processing, Technical Editing, or Reproduction.			S	65

OTHER CHARGES

Concrete Coring Equipment (includes one technician)		***************************************		911	5	145	mr
PID/FID Usego					\$	120	/day
Anchor load test equipment (includes technician)				***	\$	89	/hr
Hand Auger Equipment , see a seek and a	*		,		\$	55	day
Inclinameter Liegge approximation of the second of the sec	<		*	< 8	\$	32	/hr
Vapor Emission Kila Marian Paris & Apprel Antonia St. Maria Marian Marian Marian Paris Marian Marian Paris Ma	+	e	5 5-0		\$	30	Adt
Level D Personal Protective Equipment (per person per day)					\$	25	/p/d
Reber Locator (Pachormeter).			2 5		\$	22	mr
Nuclear Density Gauge Usage					\$	12	M
Field Vehicle Usege				name need	\$	10	mr
Direct Project Expenses				Cos	at p	lus 15	5 %
Laboratory testing, geophysical equipment, and other special equipment provided	upon	reque	St.				

NOTES (Field Services)

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

INVOICES

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

TERMS AND CONDITIONS

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

SCHEDULE OF FEES FOR LABORATORY TESTING

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alfornia Baering Ratio (CBR), D 1882	440	Concrete Mix Design Review, Job Spec.	
thloride and Sulfate Content, CT 417 & CT 422	138	Concrete Mix Dealon Review, Job Storc	
hloride and Suffair Content, CT 417 8, CT 422 borsolidation, D 2436, CT 218 borsolidation - Time Rate, D 2436, CT 219 borsolidation Time Rate, D 2436, CT 219 borsolidation Time Rate, D 2436, CT 219 borsolidation Undisturbed, D 3030 borsolidation Undisturbed Undistur	275	Concrete Mix Design, per Trial Batch, 8 cylinder, ACL	
consolidation - Time Rate D 2635 CT 219	763	Conserts Cores, Compression (excludes sampling), C 42	
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opension Potential (Method A), 3 4546.	180	Gunite/Shotcrete, Pervela, 3 out cores per panel and test. ACL	
xpansive Pressure (Method C), D 4646	180	Jobsite Testing Lisborstory	
Segrabric Tensile and Elongation Test, D 4832	185	Lightweight Constrete Fill, Compression, C 495	
lydraulic Conductivity, D 5084	300	Petrographic Arelysis, C 879	1,
lydrometer Analysis, D 422, CT 203	190	Splitting Tensile Strangth, C 496	
folsture, Ash, & Organic Matter of Peat/Organic Solla \$	110		
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land Equivalent, D 2419, CT 217	110		
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looking Tile Strength Test, (set of 5), UBC 15-5	190	Madmum Theoretical Unit Weight, 0 2041	
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letone		Unit Weight sample or come, D 2726, CT 308	
irlak Absorption, 24-hour submersion, C 67	45	OUM AAAAA 1 2000	
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rick Absorption, 7-day, C 67	80	Angregates	
Irick Compression Test, C 67	45	Absorption, Coares, C 127	
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		Specific Gravity, Coeres, C 127	

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

Mayo & Moore is econsolited to perform the AASHTO equivalent of many ASTM test procedures.

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CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER.	CANCELLATION
	SHOULD ANYOF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
Oakland Unified School District	DATE THEREOF, THE ISSUING INSURER WILL EMBEROCEXCOPMAIL 30 DAYS WRITTEN
Attn: Suale Butler Berkley	HOTICE TO THE CERTIFICATE HOLDEN HAMED TO THE LEFT, BY
955 High Street	XRX ITH/ROOKING REPRESENCE IN THE PROPERTY FOR SET YOU AND ROOK OF PROCESSORY SHOCKED AND PORCE
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POLICY NUMBER: 6308986R247

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 10/03/12

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Oakland Unified School District Attn: Susie Butler Berkley

955 High Street

Oakland, CA 94601-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

Oakiand Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

PROVISIONS

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

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

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

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

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract regulring Insurance", the Insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III — Limits Of insurance.

- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily In jury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

COMMERCIAL GENERAL LIABILITY

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

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

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

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

- How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- The nature and location of any Injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - II. Notify us as soon as practicable.

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

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.
- The following is added to the DEFINITIONS Section:

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

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

The Moore Term

Policy Number:

WZP81002826

Effective Date:

05/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

otherwise due on such remuneration.

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

SCHEDULE

Person or Organization

Job Description

Cakiand Unified School District Attn: Suele Butler Berkley

955 High Street

Oakland, CA 94601-0000

Oakland Unified School District, its Directors, Officers, Employees, Agents, and

Countersigned by Milele C

Authorized Representative

Form WC 04 03 08 Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:



AMENDMENT TO INDEPENDMENT CONSULTANT AGREEMENT ROUTING FORM

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THIS FORM IS NOT A CONTRACT

Board Office Use: Le	gislative File Info.
File ID Number	12-0982
Committee	Facilities
Introduction Date	4-25-2012
Enactment Number	12-1233
Enactment Date	4-25-10 87



Memo

To

Board of Education

From

Tony Smith, Ed.D., Superintendent

Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date

April 25, 2012

Subject

Amendment No. 2, Independent Consultant Agreement for Professional Services - Ninyo & Moore- Havenscourt New Cafeteria & Classroom Building Project

Action Requested

Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement for Professional Services with Ninyo & Moore for Special Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$112,118.65 increasing previous contract amount from \$18,465.00 to a not to exceed amount of \$130,583.65 and revising the end date from August 12, 2010 through June 30, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

The Division of State Architect requires independent T&I to ensure compliance with in-house review and CBC requirements.

Local Business Participation Percentage

100.00%

Strategic Alignment

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

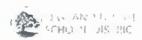
Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement for Professional Services with Ninyo & Moore for Special Inspection Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$112,118.65 increasing previous contract amount from \$18,465.00 to a not to exceed amount of \$130,583.65 and revising the end date from August 12, 2010 through June 30, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

• Independent Contractors Agreement including scope of work



AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

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 August 12, 2011, and the parties agree to amend that Agreement as follows:

1.	Services:	От	he scope of wor	k is <u>unchanged</u>	x The scope of work has ch	anged.
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2.	Terms (du	ration): Th	e term of the co	ntract is unchanged.	X The term of the contract ha	s changed.
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EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: One hundred twelve thousand, one hundred eighteen dollars and sixty-five cent

- Description of Services to be Provided
 Provide material and inspection services.
- Specific Outcomes:
 Accurate testing of all materials at the Havenscoun school site.
- Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract;

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
X Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	0 Accountable for quality
0 High quality and effective instruction	X Full service community district



March 8, 2012 Proposal No. P-81826

Mr. Eric Scheuermann, Project Manager Oakland Unified School District 955 High Street Oakland, California 94601

Subject:

Proposal for Geotechnical Observation,

Materials Testing and Special Inspection Services

Havenscourt Middle School New Classroom and Cafeteria Building Phase 2 Project

1390 66th Avenue, Oakland, California

OUSD Project No.: 07030; DSA Application No.:01-111714; File No.:1-29

Dear Mr. Scheuermann:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to perform Geotechnical Observation, Materials Testing & Special Inspection Services for the Havenscourt Middle School New Classroom and Cafeteria Building project located at 1390 66th Avenue in Oakland, California. This proposal provides cost estimate and scope of services based on our review of the DSA approved project plans and specifications, DSA-103 form, the Specifications, California Building Code, Title 24, and on our experience performing services on similar projects.

PROJECT UNDERSTANDING

From review of the available project documents, we understand that Havenscourt Middle School New Classroom and Cafeteria Building Phase 2 project consists of demolition of an existing 1-story cafeteria, site preparation and construction of a new 22,504 square foot, 2-story steel frame building with elevator, Ground floor will consist of cafeteria; kitchen and dining while second level will consist of six classrooms and restrooms. The building will have mat slab foundation, retaining wall and structural steel framing.



SCOPE OF MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

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

SCOPES OF FIELD SERVICES INCLUDE:

- Geotechnical Services include:
 - Review existing geotechnical report and provide recommendation to satisfy the Geotechnical Engineer-of-Record.
 - Geotechnical field services to evaluate suitability of the exposed subgrade prior to placement of fill, aggregate base, or pavers, and to provide supplemental geotechnical recommendations, on an as-needed basis.
 - Field technician services for earthwork observation, documentation, sampling, and inplace density testing during subgrade preparation.
 - Laboratory testing of construction materials sampled in the field, including soils, and aggregates. Our anticipated tests include modified Proctor density, optimum moisture content, and sieve analysis.
 - Pick-up and transport construction material samples for testing at our laboratory.
 - Preparation of daily field reports and reports of laboratory testing results, which will be issued to the Oakland Unified School District and their designated project team.
 - Preparation of a summary report which presents the results of our field observations, compaction testing, and laboratory testing, including our conclusions regarding compliance with the project plans and specifications.
- · Reinforcing steel material ID, tag, sample;
- Structural concrete sampling and transporting test specimens to the laboratory for compression testing;
- · Periodic batch plant inspection;
- Structural steel welding including ultrasonic testing shop and field operations;
- High strength bolts field Inspection and lab testing;
- Anchors/dowels testing at frequencies and values noted on the Structural drawings;
- Other Management Oversight and Technical Support.

= 81829

SCOPES OF LABORATORY SERVICES INCLUDE:

- Modified proctor density;
- · Optimum moisture content:
- Compressive strength testing of concrete;
- Reinforcing steel tensile and bend tests;
- · High strength bolts hardness, wedge and proof load tests.

ASSUMPTIONS

- · Our services will be scheduled, and coordinated by the District's Project Inspector.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours; and that weekend and overtime work has not been included in this cost proposal.
- We assume our services are subject to California prevailing wage law.
- It will not be necessary to sign a labor agreement with the Operating Engineers Union for this project, nor will Ninyo & Moore's technicians and inspectors need to be members of the Union.
- Site visits made by professional staff and our field technicians will be billed on a portal-toportal basis, with a 2- hour minimum.
- The DSA Project Inspector will perform inspection services including:
 - Placement of reinforcing steel, formwork and embedded elements;
 - Placement of concrete;
 - Installation of post-installed anchors.
- Periodic concrete batch plant inspection will be required/performed during structural concrete pours; however, this was not noted on the DSA-103 sheet. Our proposal includes this service.
- Reinforcing steel identification, sampling, tagging and associated laboratory testing will be required/performed for structural concrete and masonry elements. Our proposal includes this service.
- Since steel shop schedules are not available, we anticipate a local Bay Area fabricator will
 be utilized for the structural and miscellaneous steel. We have based our estimate for shop
 welding inspection services on this and our prior experience with similar types of projects.
- Services that are not included will be provided upon the District's written request.
- Additional laboratory testing will be provided upon request and written approval, and will be billed at the rates listed on our current fee schedule.

PROPOSED ESTIMATED COST

SEE APPENDIX "A" FOR BREAKDOWN OF FEES

Task	Summary of Estimated Fees for Geotechnical Observation Materials Testing and Inspection Services	Estimated Fees
1.	Geotechnical Services	\$23,988
2.	Structural Concrete	\$26,600
3.	Structural Steel and Welding	\$52,695
4.	Load Testing Post-Installed Anchors/Dowels	\$4,424
5.	Management, Admin Support, Prepare and issue Final Report	\$7,340
	Estimated Fees required for Phase 2	\$117,047
	Estimated budget remaining from Phase 1	\$4,928.35
	Amendment required for the Phase 2	\$112,118.65

ESTIMATE OF FEES

Our proposed time-and-material fee estimate of phase 2 project for geotechnical observation, construction materials testing and special inspection services associated with this project, based on the scope of services as described above, is \$117,047 (One Hundred Seventeen Thousand and Forty Seven Dollars). Since, we estimate \$4,328.35 remaining from the phase 1 project that could be applied towards the phase 2 project, we request an Amendment Two of \$112,118.65 (One Hundred and Twelve Thousand, One Hundred and Eighteen Dollars and Sixty-Five Cents) for the subject project. A detailed estimate of fees is attached. Please note that a construction schedule was not available at the time our estimate was calculated. Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost would vary accordingly. The actual cost of our services will depend largely on the requested site visits for our services, as well as impact of weather and work stoppages, all of which are beyond our control. When possible, we will combine inspection and testing services to reduce the cost of our services.

We will provide services on an as-needed basis and will require 24 hours notice for scheduling inspection and testing visits. Construction services are billed portal-to-portal from our Oakland office.

We sincerely appreciate being a part of the OUSD project team to implement this important Facility Bond program and very much look forward to the opportunity to continue to work with you on this project.

Sincerely, NINYO & MOORE

Hamilant K. EC Ruchil R. Shah

Sr. Staff Engineer

Dem & Wars Terence K. Wang PE, GE Principal Engineer

RS/cab

Attachments: Appendix A - Breakdown of Estimated Fees

Schedule of Fees

Distribution: (1) Addressee (via e-mail)

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Sieve Ansiyais (ASTM C-432;			3	\$110	\$330	
Hyben				\$195	\$3	
R-Vates				\$425	20	
Review of Submitters, Data Compilation, Report Preparation, Project Coordination						
Principal Engineer			10	\$185	31 550	
Sr Staff Engineer/Geologist			30	\$120	\$3.600	
ESTIMATED SUBTOTAL AST-IN-PLACE CONCRETE/REINFORCING STEEL					···***********************************	\$23.98
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High Strength Bolts Lab Testing (Set of 3 = 1 sample)	10	R	60	\$99	\$3,9%	
Hardness/Rodinest Test: Proof Load (nix, washer, one)			3	580	\$240	
Conformance Fedi - Wedge (rull washer bott)			3	2505	\$615	
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SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.	. \$	155
Senior Engineer/Geologist/Environmental Scientist.	\$	150
Sanior Project Engineer/Geologist/Environmental Scientist	\$	140
Project Engineer/Geologist/Environmental Scientist,	\$	133
Senior Staff Engineer/Geologist/Environmental Scientist	\$	120
Staff Engineer/Geologist/Environmental Scientist.	5	110
GIS Analyst	\$	105
Field Operations Manager	\$	105
Supervisory Technician .	\$	97
Nondestructive Examination Technician, UT, MT, LP.	\$	95
Senior Field/Laboratory Technician/Inspector,	3	79
Field/Laboratory Technician	\$	79
Concrete/Asphalt Batch Plant Inspector	\$	79
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing)	\$	79
Technical Illustrator/CAD Operator	\$	80
Information Specialist	\$	80
Data Processing, Technical Editing, or Reproduction	\$	85

OTHER CHARGES

Expert Witness Testimony	S	400 /hr
Concrete Coring Equipment (includes one technician)	\$	145 /hr
PID/FID Usage	\$	120 /day
Anchor load test equipment (includes technician)	\$	89 /hr
Hand Auger Equipment	\$	55 /day
Inclinometer Usage	\$	32 /hr
Vapor Emission Kits	3	30 /kit
Lavel D Personal Protective Equipment (per person per day)	\$	25 /p/d
Rebar Locator (Pachometer)	5	22 Ihr
Nuclear Density Gauge Usage.	\$	12 /hr
Field Vehicle Usage	\$	10 /hr
Direct Project Expenses,	Cost p	us 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request		

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal

INVOICES

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

TERMS AND CONDITIONS

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

SCHEDULE OF FEES FOR LABORATORY TESTING Laboratory Test, Test Designation, and Price Per Test

Actianberg Limits, D 4318, CT 204 Dalfornia Bearing Rabo (CBR), D 1883 Chloride and Suifate Cortant, CT 417 & CT 422 Consolidation, D 2435, CT 219 Direct Shaar – Time Rate, D 2435, CT 219 Direct Shaar – Time Rate, D 2435, CT 219 Direct Shaar – Undisturbed, D 3080 Direct Shaar – Undisturbed, D 4646 Expansion Potential (Method A), D 4546 Expansion Potential (Method A),			Commits Cerrent Analysis Chemical and Physical, C 109 Compression Tests, 6x12 Cylinder, C 39		
tterberg Limits, D 4318, CT 204	3	180	Cement Analysis Chemical and Physical, C 109 Compression Tesis, 8x12 Cylinder, C 39 Concrete Mix Design Review, Job Spec Concrete Mix Design per Trial Batch, 6 cylinder, ACI Concrete Cores. Compression (excludes sampling), C 42, Drying Shrinkage, C 157	23	1,85
alifornia Bearing Ratio (CBR), D 1883	\$	440	Compression Tests, 8x12 Cylinder, C 39	\$	3
hionde and Sužate Content, CT 417 & CT 422	5	135	Concrete Mix Design Review, Job Spec	\$	14
onsolidation, D 2435, CT 219	\$	275	Concrete Mix Design per Trial Satch, 6 cylinder, ACI	\$	75
onsolidation - Time Rate, D 2435, CT 219	8	70	Concrete Cores, Compression (excludes sampling), C 42	5	8
irect Shear Remoided, 0 3080	5	290	Drying Shrinkage, C 15?	5	23
irect Shear - Undisturbed, D 3080	.3	250	Flexural Test, C 78	5	31
urability Index, CT 229.	5	150	Flexural Test, C 293	S	
voansion Inday, 0 4829 UBC 18-2	.\$	240	Times Tank O'T FOR	3	4
coansion Potential (Method A), D 4546	. 5	180	Gunile/Shotorete, Panels 3 out cores per panel and test. ACI Jobsite Testing Laboratory. Lightweight Concrete Fill, Comoression, C 495 Petrographic Analysis, C 856, Spitting Tenaila Strangth, C 496	S	2
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actabac Tansia and Fignosian Test, D 4632	9	185	Lightweight Concesse Fill Companyation C 495	3	of m.
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moder Current, C 1867 C 808 CT 218 8	0	200	Mechanically Spliced Reinforcing Tensile Test, ACI	5	
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AASHTO T-180 (Rock corrections edd 980) -vallus, D 2844, CT 361 -and Equivalent, D 2412, CT 217 -eve Analysis, D 422, CT 202 -eve Analysis, 200 Wash, D 1140, CT 202	9	440	Reinforcing Tensile or Bend up to No. 11, A 815 & A 706		
and Equivalent, big 18, Ct 217	2	110	No. 8 Rebs!	3	
ieve Analysis, D 422, C1 202	2	110	No 11 Rebar	3	
le ve Analysis, 200 Wash, D 1140, CT 202 pecific Grevity, D 854., noviel Shear, C D, D 4767 T 297	\$	80	No. 16 Repar		1
pecific Gravity, U 854	3	500	Structural Steel Tanala Test Up to 200,000 lbs	-	
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navial Shear, C.U., w/o pore pressure. D 4767 T 2297 per	d. S	190	Tensile Test for Fiberwrap (ASTM D-3039)	\$	8
naxial Shear, U.U., D.2850 Inconfined Compression, D.2166, T.208 Vax Density, D.1188	\$	140	Editions used as Establish of Burg cas Municipal	4	44
Inconfined Compression, D 2166, T 208	. \$	100	Asphatt Concrete		
Vax Dansity, D 1168	2	30	Aspent My Baum Callegra	2	22
			Approxi Mix Design Californs Apphall Mix Design Review, Job Spec.	3	
leofi ng			Extraction, % Asphalt, including Gradelion, D 2172 CT 310	5	
luit-up Roofing, cut-out samples, D 2829	5	165	Film Stopping, CT 382	\$	
userum uithup Roofing, cut-out samples, D. 2829 loofing Materiels Analysis, D. 2829. , , loofing Tite Absorpton, (set of 5), UBC 15-5 loofing Tite Strength Teat, (set of 5), UBC 15-5	. 5	500	Human Crabble, and Short Mainte CTM or ACTM CT 200	3	
looking Title Absorption, (set of 5), UBC 15-5	2	190	Hiveen Stability and Unit Weight CTM or ASTM, CT 366 Marchall Stability, Flow and Unit Weight, T-245. Maximum Theorebical Linit Weight, D 2041	\$	
loofing Tile Strength Teat (set of 5), USC 15-5	3	190	Manuse on Theorems Englished 17 2014	. 3	-
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Assonry			Unit Weight sample or core D 2729, CT 308	5	
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Albanny Inick Absorption, 24-hour submersion, C 67 Inick Absorption, 5-hour boiling, C 67 Inick Absorption, 7-day, C 67 Inick Compression Test, C 67 Inick Efforespence, C 67 Inick Modulus of Rupburs, C 67 Inick Modulus of Rupburs, C 67 Inick Micisture as received, C 67 Inick Sturation Coefficient, C 67 Inick Saturation Coefficient, C 67 Inick Sturation Coefficient, C 67 Inick Saturation Coefficient, C 67 Inick Saturation Coefficient, C 67 Inich Sturation Coefficient, C 67 Inick Saturation Coefficient, C 67 Inick Saturation Coefficient, C 67 Inick Saturation C 67 Inick Saturation C 68 Inick Compression Test, British C 140 Inick Saturation C 68 Inick C 6	5	55	Administra		
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inck Compression Test, C 97	\$	45	Absorption, Coarse, C 127	3	
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trick Modulus of Ruchare, C 67	3	40	Clay Lumps and Fnable Particles, C 142 Cleanness Value, CT 227	3	
Inck Moisture as received, C 67	3	35	Cleanness Value, C1 227	3	
trick Saturation Coefficient, C 87	\$	50	Crushed Particles, CT 205	20	
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Concrete Block Conformance Package, C 90	5	1100	Clay Lumps and Fnable Particles, C 142 Clashness Value, CT 227 Crushed Particles, CT 205 Dursbilty, Coarse, CT 229 Dursbilty, Fine, CT 229 Los Angales Abrasion, C 131 or C 535 Monter making properties of fine appreciate C 87	3	
Concrete Block Linear Shrinkage, C 426	3	120	Low Angeles Abresion, C 131 or C 535	3	
Congrete Block Unit Weight and Absorption, C. 140	S	55	Morter making properties of fine aggregate C 87	43	
Cores, Compression or Shear Bond, CA Code	, 3	66	Organic Impurities, C 40	\$	
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			Sodium Sulfate Sourcimess (per size fraction), C 88	3	
			Specific Gravity, Coarse, C 127	4	-
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Special preparation of standard test specimens will be charged at the technician's houny rate

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

Oakland Unified School District Department of Facilities Planning & Management

Request for Signature

То:	Tadashi Nakadegawa
	Timothy White
From:	Eric Scheuermann
Date:	3/12/12
Project Name	e: Havenscourt New Classroom and Cafeteria
Project Number	er:07030
Type of Doc	ument: Amendment #2
	Request: This amendment is for the New and Cafeteria project.
Project Mana	ager Recommendation: Please sign

Dealey, Renton & Associates P. O. Box 12675			THIS CERTIFICA		CENTIFICATE O, EXTEND OR LICIES BELOW.
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Oakland, CA 9460	11	*********			
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ACORD CERTIFICATE OF LIABILITY INSURANCE 64/05/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION

PRODUCER

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

insurance is primary per policy form.

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effectill eight he properties of the policy unless a different date is indicated below.

(The following "filledthing clause" needs to be completed only when this endorsement is based subsequent to prenerties of the holicy

This endorsement forms a part of Policy No. WZP8099341

Issued W: Ninyo & Moore Geotechnical &

American Automobile Ins. Co.

Premium (If any) T8D

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

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

The additional premium for this endorsement shall be 2.5% of the California workers compensation premium otherwise due on such remuneration

Schedule

Parson or Organization

Oak'and, CA 93601

Job Description

Afficers, Employ s, Agents, and R presentati/

WC 04 03 06 (Ed 4-84)

Countersigned by

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED - WRITTEN CONTRACT (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured.

PROVISIONS

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

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

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

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

c in the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This

endorsement shall not increase the limits of insurance described in Section III - Limits of Insurance.

- d This insurance does not apply to the rendering of or fallure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the und of the policy period, whichever is earlier
- The following is added to Paragraph 4.e. of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other

CG D4 16 05 08

Page 1 of 2

COMMERICAL GENERAL LIABILITY

insurance, whether primary, excess. contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance" But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

 The following is add to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible such notice should include;
 - How, when and where the "occurrence" or offense took place;
 - The names and addresses of any injured persons and witnesses and
 - Iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b If a claim is nipde or "suit" is brought against the additional insured, the additional insured must;
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - ii Notify us as soon as practicable.

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

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit, and otherwise comply with all policy conditions.
- d The additional insured must tender the defense and Indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.
- 4 The following definition is added to the DEFINITIONS Section:

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

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

AMENDMENT TO INDEPENDMENT CONSULTANT AGREEMENT ROUTING FORM

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			Budget Information			
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Division He	ad	Charl	les Love Phone	510-879-8389	Fax	510-679-367
Capital Pro	gram Contract 8	1 Accounting			r seem die	
Signature	C	200		Date Approved	4	-9-12
teres Lawrence	unsel, Departme	ent of Facilities Planning	and Management	**************************************	A	
			F SS Section and State and proportion of the section of the sectio		ad	11.12
Signature	M	m		Date Approved	1.	11./2
Associate S	uperintendent,	Facilities Planning and	Management			
Signature		121		Date Approved	ar n n 1921	
President I		Han				
	Board of Educa	tion				
Signature	Board of Educa	tion		Date Approved		

A999009 P001 Rev. 4/9/2012

THIS FORM IS NOT A CONTRACT

File ID Number	11-1417
Committee	Facilities
Introduction Date	06-14-2011
Enactment Number	11-1259 5
Enactment Date	6-22-11



Memo

To

Board of Education

From

Tony Smith, Ed.D., Superintendent

Tony Sinus, Ed. C., Superintenden

Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date

June 22, 2011

Subject

Amendment No. 1 - Ninyo & Moore - Havenscourt New Classroom Project

Action Requested

Approval by Board of Education of Amendment No. 1 with Ninyo & Moore for Additional compliance and testing services on behalf of the District for the Havenscourt New Classroom Project, increasing the contract by a not to exceed amount of \$13,410.00, increasing previous contract amount from \$5,055.00 to a not to exceed amount of \$18,465.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

DSA Requires independent T&I to ensure compliance with in-house review and CBC requirements.

Local Business Participation Percentage 100.00%

Strategic Alignment

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

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



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

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

Recommendation

Approval by Board of Education of Amendment No. 1 with Ninyo & Moore for Additional compliance and testing services on behalf of the District for the Havenscourt New Classroom Project, increasing the contract by a not to exceed amount of \$13,410.00, increasing previous contract amount from \$5,055.00 to a not to exceed amount of \$18,465.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure A/C

Attachments

Professional Services Contract including scope of work

Key Code:

2079901812-6252



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

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 June 23, 2011, and the perfess agree to amend that Agreement as follows:

4.	The (pe of work chains services, mate	rials, products, and/or reports; agrees to provide the following	ed. The scope of work has che n of revised scops of work including description attach additional pages as necessary. Attach ng amended services: The scope of the the Havenscourt InterIm Dining Project	on of expected final results, revised scope of work, project is to provide
2.	Terms (d		e term of the contract is <u>uncl</u>		
3.		X Increase Decreas	ne contract price is <u>unchanged</u> . In is changed: The contract of \$13,410.00 to original of a contract of 5 to contract total is <u>Eighteen thousan</u>	d price is amended by contract amount	
6.	unchange		: All other provisions of rce and effect as originally a	the Agreement, and prior Amendment stated.	(s) if any, shall remain
	X Th	ere are no provi		roemant. This contract has previously been	Amount of
	The state of the s	08-22-2011	The scope of the projects	is to provide material testing and inspection therm Duling Project (Phase 2).	Increase (Decrease) \$13,410,90
	Signature OAKLAND OAKLAND Gary Yee P	vesident, Soard of	Education, and the Superin	CONTRACTOR Contractor Signature Texence & Wang, General Man Print Name, Title	5/26/11 Date
		te, Assistant Sup anning and Man		#47 26 P 2: 32	
ile i ntro	islative D Number ductions trainent Num atment Date	nben //-		LNAMINATE TO THE POPULATION OF	

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Ninyo & Moore

Billing Rate: Thirteen Thousand Four Hundred and Ten Dollars (\$13.410.00)

Description of Services to be Provided

Ninyo & Moore will provide a maximum of 38 hours of services at a rate of (see Appendix "A" P-81724) per hour for a total not to exceed total amended amount of \$13,410.00, including all labor and materials.

1. Goals or Objectives

DSA Requires independent T&I to ensure compliance with in-house review and CBC requirements.

2. Description of Services to be Provided

The services are to provide material testing and inspection services for the Havenscourt Interim Dining Project, phase 3.

Deliverables

Please refer to the attached proposal No. P-81724 for a breakdown and explanation of services.

May 16, 2011 Proposal No. P-81724

Mr. Eric Scheuermann – Project Manager
OUSD Facilities Planning and Management
955 High St.

DRAFT

Oakland, California 94601

Subject: Respond to request for proposal to provide:

Materials Testing and Special Inspection Services,

Interim Dining & Site Utilities Project at Havenscourt Middle School

1390 66th Avenue, Oakland, CA. 94621

OUSD Project # 07030-2

Dear Mr. Scheuermann:

Ninyo & Moore is pleased to submit this for proposal to provide materials testing and special inspection services for Havenscourt Middle School Interim Dining project listed above. This proposal provides cost estimates based on our review of the project plans, as stipulated in the California Building Code, Title 24, and our previous experience with similar projects of this nature.

The purpose of our services will be to provide you with field and laboratory data and information in order to assess compliance with the project plans and specifications. Included in this proposal is a discussion of our understanding of the project, the scope of services we can provide, and associated fees.

PROJECT UNDERSTANDING AND PROPOSED CONSTRUCTION

It is our understanding that this project will consist of selected site demolition, the installation of 4 portable buildings, approximately 1200 feet of new underground utilities lines, associated trenching, backfilling, and compaction. In addition to installing new asphalt concrete pavement, concrete cast in place, chain link fencing, gates, sanitary sewer systems, plumbing, fire protection and alarm and data communication lines.

The proposed portable buildings are expected to include a:



- 1. Relocatable Kitchen Truck (8'x20')
- 3. Relocatable Serving Unit (24'x40')
- Relocatable Restroom (12'x32')
 Relocatable Dining Unit (40'x48')

SCOPE OF SERVICES

We understand the Project Inspector will coordinate our services on an as-needed basis. Based on our review of the project documents and our experience with similar projects, we anticipate our scope of services to include:

- Managing the project, including review and distribution of test data and daily field inspection reports.
- Performing field observation and in-place density testing on a full-time basis during utility trench backfilling operations.
- Performing field observation and in-place density testing during placement of aggregate base, and asphalt concrete.
- Laboratory testing of the materials used for fill, backfill, and pavement section, that may include Proctor density and optimum moisture content and Hveem stability and unit weight. Tests in addition to these may be performed, as appropriate.
- Reviewing concrete mix designs and welding procedures submitted by the contractor for compliance with the project documents.
- Sampling and labeling of construction materials such as reinforcing steel and high strength bolts.
- Performing visual inspection by our AWS/CWI-credentialed special inspector of structural steel site assembly and field welding.



- Batch plant inspection during production of structural concrete including checking mix design, monitoring batch weights, and communications with on-site personnel.
- Sampling of fresh concrete by our ACI-credentialed field technician, including measuring
 and recording slump, temperature, and batch times. One set of four cylinders will be cast
 for every 50 cubic yards of concrete placed or fraction thereof, per day.
- Pull and/or load testing by our technician of post-installed anchors.
- Laboratory testing of reinforcing steel and compressive strength of concrete.
- Preparing daily reports and test data sheets.
- Preparing Division of the State Architect (DSA) Final Verified Reports.

ASSUMPTIONS

- Based on our experience with similar projects, the following assumptions have been made in the preparation of our scope of services and fee estimate:
- The contractor and subcontractors will maintain a 40-hour workweek during normal daytime
 work hours; and that weekend and overtime work has not been included in this
 cost proposal.
- The Project Inspector will inspect reinforcing steel, concrete placement, and installation of epoxy dowels and wedge anchors.
- We assume our services are subject to California prevailing wage law.
- Site visits made by professional steff and our field technicians will be billed on a portal-to-portal basis, with a 1-hour minimum.

ESTIMATED FEE

We propose to provide materials testing services on time-and-materials. Our estimated fee for the scope of services described here'n is approximately \$11,175 (Eleven Thousand One Hundred Seventy Five Dollars) for the base scope of services. A detailed breakdown of our estimated fee is presented in the attached Appendix "A".

AUTHORIZATION

It is our understanding that this work will be completed under the contract terms between the District and Ninyo & Moore. If this proposal meets with your approval please provide a copy of the contract for our review and signature.

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or require additional information, please contact us at (510) 633-5640.

Our goal at every point is to complete the assignment on-time, within budget, and to the satisfaction of our clients.

Respectfully Submitted,

NINYO & MOORE

DRAFT

Dan Inferrera Construction Services Supervisor/Project Manager Terence K. Wang, P.E., G.E. Principal Engineer

DWI/TKW/csi

Attachment: Appendix "A" - Breakdown of Estimated Fee

Distribution: (1) Addressee (via e-mail)

DRAFT

	Site	Hours	Quantity.	Role	Fat	Subsolut
	Visits	Par Visit	(Red Tests)	***************************************	and the second	tech dispersion discharges
SEOTECHNICAL TESTING SERVICES						
Geolechnical services imported \$6, recompaction, field densi	lly testing,	ACIAB testing				
Field Services						
Technician - full day viells	2	8	18	\$79	\$1,284	
Technician - 1/2 days Visits Leboratory Services	4	4	16	\$79	\$1,264	
Campabilian Curve (ASYM D1657)			3	\$260	\$780	
Sieva Analysis (ASTM C-422)			1	\$110	\$110	
History			2	\$195	\$195	
Geoischnical Final Report per DSA			1	8350	\$350	
ESTMATED SUBTOTAL						\$3,56
AST-IN-PLACE CONCRETE/REINFORCING STEEL		-	otronomical describer y commentend	- Anna - Anna Anna Control Marine Leagues	- conference - reference -	23,25
FIELD TESTING						
Casting of cylinders of compressive strangth testing,		4	10-	AME	****	
Technician - 1/2 days Visits	3	4	8	\$79	\$632	
Miscellangous Concrete Technician	1	4	4	\$79	\$316	
Piecement of Reinforcing Stoal - typically performed by Proj	out inspecie		~	412	4914	
Technician (Not included in this estimate.)	0	0	O	\$79	50	
Semple pick-up ofter 24 hour cure period						
Technician (when unable to operations with other solivities)	3	2	8	579	\$474	
LABORATORY TESTING						
Compression Tools, (3 Sels of 4)			12	\$30	\$380	
Bend and Tenaile Testing of Steel Reinforcement			8	5110	\$560	
Sample Steel Reinforcement Technicien - material, ID, Teg and sample, @ Fabricators	1	5	5	\$79	5305	
ESTIMATED SUBTOTAL STRUCTURAL STEEL - weiding & high - strength box	fflna	Andrea de Constituir de la constituir de	M u	special was successive to the usual	ermoethornous construction is 197	52,83
Continuous inspaction during structural weiding field &						
Shop welding						
Technician	1	8	8	579	\$632	
Field Welding/NDT Level II	2	*	49	940	44 544	
Technician Miscellaneous waiding - stairs, and als.	2	8	18	\$79	\$1,254	
Tachnician	1	4	4	\$79	\$318	

ESTIMATED SUBTOTAL			and the second s		a describes Anni Anni Anni Anni Anni Anni Anni Ann	\$2,21
ANCHORS/DOWELS Inspection of the installation and load leating of the post installed in		of otro-comba				
installation of anchors, dowels - typically performed by P						
Technician	0	0	0	379	\$0	
Load Testing (as required)						
Technician	4	4	18	\$79	\$1,284	
ESTIMATED SUBTOTAL						\$1,2
REPORTS, MANAGEMENT, AND ADMIN						
Project Managar - Project Management, Review of Submitte	dis, Maading)à	3	\$139	\$417	
Administration, Word Processing, Miss.			3	\$44	\$132	
Lab, Final Verified Report by Rosponsible Engineer			1	3350	\$350	
ESTIMATED SUBTOTAL						\$81
SWART STORY TELEFOR AND AND TO THE		Property of the property of the second	home the second second second second	Atting of principle grown of the re-		\$11,1

20% continging 2,235 \$13,410

SCHEDULE OF FEES - Prevailing Wage Projects

HOURI Y CHARGES FOR PERSONNEL

HOURET CHARGES FOR PERSONNEL	-	
Principal Engineer/Geologist/Environmental Scientist	\$	155
Sentor Engineer/Geologis/Environmental Scientist	\$	150
Senjor Project Engineer/Geologist/Environmental Scientist	\$	139
Protect Engineer/Geologist/Environmental Scientist	\$	133
Senior Staff Engineer/Geologist/Environmental Scientist	\$	120
Staff Engineer/Goologist/Environmental Scientist -	\$	110
GIS Analyst	\$	105
Field Operations Manager	\$	105
Supervisory Technicipal supersus agrees we supervisor to a conservation of the contraction of the contractio	\$	87
Nondestructive Examination Technician, UT, MT, LP		95
Senior Field/Laboratory Technician/Inspector	\$	70
Field/Laboratory Technician		78
Concrete/Asphall Baich Plant Inspector	\$	79
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Firegrossing)	\$	79
Technical Musicator/CAD Operator manufactures respectively to the contract of		80
Information Specialist	-	60
Data Processing, Technical Editing, or Reproduction	\$	44

OTHER CHARGES

ME NO FRANCE OF THE AND THE PROPERTY OF THE PR	AND THE PERSONS	-	-
Exact Winess Testimony (12 mags 100 y per beaution of the control	\$ 4	400 /h	,
Concrete Coring Equipment (Includes one technician)	\$.	145 M	1
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Vapor Emission (Via management announce and process are process and process are process and process ar	\$	30 M	-
Level D Personal Protective Equipment (per person per day)		25 /p	
Rabar Locator (Pachameter) encourage en		22 M	,
Nuclear Density Gauge Usage ::::::::::::::::::::::::::::::::::::		12 M	
Field Vehicle Usage managementation proceductions of the contraction o		10 M	
	st ph	<i>1</i> 5 9	9
Laboratory testing, geophysical equipment, and other special equipment provided upon request.			

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weakday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holicitays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

INVOICES

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

TERMS AND CONDITIONS

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

Board Office Use: Le	gislative File Info.
· File ID Number	10-1834
Committee	Facilities /
Introduction Date	8-3-2010
Entictment Number	10 116
Enactment Date	8-11-10

6-9

Memo

To

Board of Education

From

Tony Smith, Ed.D., Superintendent

Timothy White. Assistant Superintendent, Facilities Planning and Management

Board Meeting Date

August 11, 2010

Subject

Professional Services Contract Ninyo & Moore Havenscourt New Classroom &

Cafeteria Building Project

Action Requested

Approval by the Board of Education for a Professional Services Agreement with Ninyo & Moore to provide material testing and inspection services for the Havenscourt Phase 1 Temporary Classroom Project on behalf of the District, at Havenscourt, in an amount not-to-exceed \$5,055,00. The term of this Agreement shall commence on August 12 and shall conclude no later than June 30, 2011.

Background

Division of State Architect requires independent testing and inspection to ensure compliance with in-house review and California Building Code (CBC) requirements.

Local Business Participation Percentage

100.00% (Sole Source)

Strategic Alignment

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that

we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education for a Professional Services Agreement with Ninyo & Moore to provide material testing and inspection services for the Havenscourt Phase 1 Temporary Classroom Project on behalf of the District, at Havenscourt, in an amount not to-exceed \$5,055.00. The term of this Agreement shall commence on August 12 and shall conclude no later than June 30, 2011.

Fiscal Impact

The funding source for this project is GO Bond Measure B.

Attachments

Professional Services Contract including scope of work

Key Code:

2079901812-6265



PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Cakland Unified School District (OUSD) and Ninyo & Moore (Contractor). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of spacial services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The perties agree as follows:

- Services: The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
- 2. Terms: CONTRACTOR shall commence work on August 12, 2010. The work shall be completed no later than June 30, 2011.
- 3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuent to this Agreement a total fee not to exceed Five thousand and fifty-five dollars and no cents (\$5,055.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor Including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the flability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay

- Submitted of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavil(s), and the endorsement(s) of insurance required as indicated below:
 - Signed Agreement
 - Workers' Compensation Certification
 - . Insurance Certificates and Endorsements
- Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except; NA
- 8 CONTRACTOR Qualifications / Performance of Services.
 - a. CONTRACTOR Qualifications. CONTRACTOR is apacially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
 - b. Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of CUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Notices/invoicing: All notices and invoices provided for under this Agreement shall be in writing and alther personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative: CONTRACTOR:

Name: Timothy White Name: Dan Inferrera

Site /Dept: Facilities Planning and Management Title: Project Manager

Address: 855 High Street Address: 1956 Webster Street, Ste. 400

Oakland, CA 947601 79 4 Vaklanti CA: 94812 Phone: (510) 633-5640 Phone: (510) 633-5640

Notice shall be effective when received if personally served or, if mailed three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered

- officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to. State Unemployment Compensation or Worker's Compensation. 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's employees. In the performance of the work harein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 9. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRSE): There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRSE Policy can be obtained for the OUSD website: www.ousd.k12.ca.us
 - a. For purposes of establishing a threshold for determining the application of the USL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
 - In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary
 - c. Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
 - d. Joint Venture and Mentor Protégé Agreements. If a professional services contractor is able to develop a Joint Venture or "Mentor-Protègé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protègé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.

10. Insurance:

- 10.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:
 - 10.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000.000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Solf-Insurance, State of California.
 - 10.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.
 - 10.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability. Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to properly resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.
 - 10.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Cambined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
- 10.2 General Liability and Automobile Liability insurance policies shall be endorsed to provide the following:
 - 10.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 10.2.2 That such policies are primary insurance to any other insurance available to the Additional insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 10.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, California 94601

- 10.4 insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 10.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.
- 10.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses.
- 10.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
 - 10.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured. The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express
 prior written consent of OUSD.
- 13. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- 14. Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
- Indemnification: CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
 - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement;
 - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
 - c. CONTRACTOR shall place in its sub-contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORs to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
- 15. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans,

Rev. 6/34/2009

- specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORs in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
- 17. Suspension of Work: District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
- 18. Waiver: No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 19. Termination: OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance,
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 22. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 23. Confidentiality. The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 24. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.
 - CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may anse as a result of such change will be brought to OUSD's attention in writing.
 - Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 at seq. and Section 87100 at seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
- 25. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26 Litigation: If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 27 Approval: This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
- 28. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Rev 6/24/2009

Board of Education

Assistant Superintendent, Date Department of Facilities Planning and Management

Contractor Signature

TERENCE IC WANG GEN MAR

Print Name, Title

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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Ninyo & Moore

Billing Rate: Five thousand and fifty-five dollars and no cents (\$5,055.00).

Description of Services to be Provided

The scope of the project is to provide material testing and inspection services for the Havenscourt Phase 1 Temporary Classroom Project.

The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

Insurance is primary per policy form.

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

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

Name Of Additional Insured Person(s) Or Organziation(s):	Location(s) Of Covered Operations
Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601	REF: Havenscourt Phase I Temporary Classroom Project. Material Testing and Inspection Services. GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its

- 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" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 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 after:

- 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
- 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 subcontrator engaged in performing operations for a principal as a part of the same project.

Directors, Officers, Employees, Agents, and Representatives.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This environment thanges, the policy to which it is attached effective on the incopillon date of the policy unlass a different date is indicated below.

(The following "sitteching clause" needs to be completed only when this endorsement is leased subsequent to preparation of the policy.)

This endorsement forms a part of Policy No. WZP80982095

Issued to: Minyo & Moore Geotechnical &

Sy: American Automobile Ins. Co.

Premium (Hany) TBD

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

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

The additional premium for this endorsement shall be 2-5% of the California workers compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Oakland Unified School District Attn: Susia Butler-Berkley 995 High Street Oakland, CA 94601

Job Description

REF: Havenscourt Phase I Temporary Classroom Project, Material Testing and Inspection Services. Waiver of Subrogation applies in favour of:-Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives.

BU-

WC 04 03 06 (Ed. 4-84) Countersigned by

Authorized Representative

Notice: This page includes two separate forms.

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CONTRACTOR Type	Dire	ections
Contractors with employees	1	Complete Workers' Compensation Certification below Attach proof of general liability and workers' compensation
A construction of the second o		insurance
Contractors with no	4	Complete Workers' Compensation Certification below
employees	10	Either attach proof of general liability insurance or, if eligible,
	di de	complete request for waiver below.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

Check only one of the boxes below.

I am aware of the provision which require every empto workers' compensation accordance with the provi- with such provisions before the Work of this Contract.	eyer to be insured eg or to undertake s sions of that code, a	gains eif-in and i	t tability for surance in will comply			employ any sation laws	*	the manner subject ti mia.	the wo
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Print Name and Title:	TERENCE	E	WANGO,		SEN	MOR.			

signed and filed with OUSD prior to performing any Work under this Confract.)

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

- 1. Contract is for less than \$15,000
- Good history with the District. If the contractor has worked with OUSD in the past they
 received a good evaluation and there were no prior complaints, problems of injuries from
 prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name:	articting unganizations ring specie dell'insucerant carbin dell'injurity and reches dell'insucerant
Contractor Signature:	Date:

Pay. 0/24/2009

Client#: 704

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