Board Office Use: Le	gislative File Info.
File ID Number	14-1625
Introduction Date	8-13-2014
Enactment Number	14-1488 ,
Enactment Date	8-13-14 6



Community Schools, Thriving Students

	Memo
То	Board of Education
From	Antwan Wilson, Superintendent and Secretary, Board of Education By: Vernon Hal, Deputy Superintendent Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date	August 13, 2014
Subject	Amendment No. 4, Independent Consultant Agreement - Ninyo & Moore - Calvin Simmons Improvements and Career Tech Lab Project
Action Requested	Approval by the Board of Education of Amendment No. 4, Independent Consultant Agreement with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$12,000.00 increasing previous contract amount from \$196,386.00 to a not to exceed amount of \$208,386.00 and revising the end date from December 31, 2013 through February 8, 2014 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	The Board of Education voted to transfer the Career Tech Building and its remaining funds to the Simmons School campus. This contract is part of a process that will locate the building and play fields on the Simmons campus.
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,

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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. 4, Independent Consultant Agreement with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$12,000.00 increasing previous contract amount from \$196,386.00 to a not to exceed amount of \$208,386.00 and revising the end date from December 31,2013 through February 8, 2014 to December 31, 2014. 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 Certificate of Insurance

Certificate of Insurance



Community Schools; Thriving Students

AMENDMENT NO. 4 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Ninyo and Moore</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>September 14, 2011</u>, and the parties agree to amend that Agreement as follows:

1.	Services:				
	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. <u>Attach revised scope of work.</u>				
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is due to issues</u> associated with "Path of Travel" and the entry gate. Ninyo & Moore are required to extend their initial schedule. The work will include additional shop and field testing and inspection and procedural revisions approved by Division of <u>State Architect (DSA)</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 Ten (10) months, and the amended expiration date is December 31, 2014.				
3.	Compensation: The contract price is <u>unchanged</u> . X The contract price has <u>changed</u> .				
	If the compensation is changed: The contract price is amended by				
	X Increase of 12,000.00 to original contract amount				
	Decrease of \$ to original contract amount				
	and the new contract total is Two hundred eight thousand, three hundred eighty-six dollars and no cents (\$208,386.00)				

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

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6-27-2012	The scope of the project is to provide professional services for materials testing and special inspections services for the various improvements in the existing two-story classroom building and the new construction of the Career Tech Lab building.	\$30,000.00
2	4-24-2013	The scope of the project is to re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35 th Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninyo & Moore will provide these tests and extensive environmental impact sampling.	\$30,000.00
3	2-8-2014	The structural steel and welding inspections, geotechnical observation and testing for the artificial turf soccer field and fire access lane, and inspection services for the various renovations to existing buildings and onsite facilities. Also included: technical consultations and site visits for various unforeseen issues, as well as hazardous materials abatement.	\$37,840.00

6. 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.

Contract No.

P.O. No.

Amendment to Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT	
David Kakashiba, President,	
Board of Educator	
MART	_

8-1 Date

Date

Antwan Wilson, Superintendent Secretary, Board of Education

- , .

Rv:

Timothy White, Associate Superintendent Facilities, Planning and Management

File ID Number: 14 - 1625

Introduction Date: <u>8-1</u> Enactment Number: <u>14</u>

Enactment Date: 8

13-14

Date

CONTRACTOR llae 7-16-14 Im 6

KWANG

Contractor Signature

Date MGR_

GEN

TERENCE Print Name Title

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo and Moore

Billing Rate: Twelve thousand dollars and no cents (\$12,000.00)

1. Description of Services to be Provided

The scope of the project is due to issues associated with "Path of Travel" and the entry gate. Ninyo & Moore are required to extend their initial schedule. The work will include additional shop and field testing and inspection and procedural revisions approved by Division of State Architect (DSA).

2. Specific Outcomes:

Create equitable opportunities for learning and provide 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

Contract Analyst

ACORD _{TM} CERTIFICATE OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFOR BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGAT the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate certificate holder in lieu of such endorsement(s).	RDED BY THE POLICIES URER(S), AUTHORIZED
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	e does not confer rights to the
RODUCER CONTACT Mandy Guo	· · · · · · · · · · · · · · · · · · ·
ealey, Renton & Associates	FAX (A/C, No): 510 452-2193
O. Box 12675	
akland, CA 94604-2675 INSURER(S) AFFORDING CO	OVERAGE NAIC
10 465-3090 Mandy Guo	ty Co 25674
SURED INSURER B : American Automobile Ins.	Co. 21849
Ninyo & Moore Geotechnical & INSURER C : Alterra Excess & Surplus In	ns. C 33189
Environmental Sciences Consultants	
1956 Webster Street, Suite 400 INSURER E :	
Oakland, CA 94612	
	NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED A INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT V CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	VITH RESPECT TO WHICH THIS
SR R TYPE OF INSURANCE ADDL/SUBR INSR POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
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DÉSCRIPTION OF OPERATIONS below E.L. DISEAS Professional Liab MAX7PL0001210 04/03/2014 10/03/2015 \$5,000,	
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Pollution Liab.	doo Ann Aggi.
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)	
ENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFES	SIONAL SERVICES.
EF: N&M#401805003. 2101 - 35th Avenue, Oakland, CA. Career Technical Science Building. Materials	
nd Special Inspection. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland	
istrict, its Directors, Officers, Employees, Agents, and Representatives. Insurance is	
rimary per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile	
iability and Workers Compensation.	
ERTIFICATE HOLDER CANCELLATION	
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Oakland Unified School District	
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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD #S1046835/M978076

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 "productscompleted operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

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

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

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

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

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

- i. How, when and where the "occurrence" or offense took place;
- ii. 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 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.

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

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

- a. 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.

Ninyo & Moore Geotechnical & Insured:

05/01/2014

Policy Number: WZP81017915

Effective Date:

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, its Directors, Officers, Employees, Agents, and Representatives.

Oakland Unified School District

Attn: Susie Butler Berkley

955 High Street

Oakland, CA 94601-0000

Countersigned by Michele C

Authorized Representative

Form WC 04 03 06 Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:



July 8, 2014 Proposal No. P-82492B

EXHIBIT A

Mr. Al Anderson Project Manager OUSD Facilities Planning and Management 955 High Street Oakland, California 94601

Subject: Proposal for Geotechnical Observation and Testing, Materials Testing, and Special Inspection Services Career Technical Science Building and Modernization Project Calvin Simmons Middle School 2101 35th Avenue, Oakland, California OUSD Project # 07040

Dear Mr. Anderson:

As requested by the District, Ninyo & Moore has been providing geotechnical consulting, materials testing, and special inspection services during construction of the Career Technical Science Building and Campus Modernization Project at Calvin Simmons Middle School. As you know, the term of our contract had expired but there was remaining work that needed to be inspected. Our remaining work consists of reviewing inspection and testing reports and preparing final verified reports for submittal to the Division of the State Architect (DSA). By this letter, Ninyo & Moore requests an amendment to extend the term of our contract and to provide additional budget for the remaining work.

Our previous Proposal for Geotechnical Observation and Testing, Materials Testing, and Special Inspection Services dated October 17, 2013 included costs for 1) geotechnical observation, testing, and reporting; 2) cast-in-place concrete/reinforcing steel sampling, testing, and inspection; 3) structural steel welding; 4) reports, management, and administration; and 5) additional scope of services. Our total accumulated fee for consulting, testing, and inspection services is at approximately 103 percent of the authorized budget. The duration of our inspection and testing services depends on the contractor's operations and rate of progress.

We understand that the project work is now complete and our remaining work consists of review of inspection and testing reports, and preparation of DSA final verified reports for project closeout. We are providing costs to cover our overages for additional work performed and for our remaining work.

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

PROJECT UNDERSTANDING

The construction phases pertinent to this cost proposal are listed below.

- A. Phase 1A Career Technical Science Building: A new 2-story Career Technical Science building, entry gateway, and site work.
- B. Phase 1B Building Modernization: Includes a bathroom conversion, dividing walls in main corridor, and removal of classroom partitions and risers.
- C. Phase 2A Site Improvements: Includes accessible paths of travel, asphalt paving, concrete paving, new site utilities, concrete flatwork and ramps, benches, artificial turf playing field, basketball courts, and a fire access lane.

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.

INSPECTION SERVICES:

- Geotechnical observation, testing and reporting,
- Reinforcing bars material ID, tag, sample,
- Cast-in-place concrete construction,
- Batch plant (on a periodic basis),
- Structural steel field and/or shop fabrication, welding, and
- Management Oversight and Technical Support.

MATERIALS TESTING:

- Density testing of subgrade, asphalt concrete (AC), and aggregate base,
- Compressive strength tests of concrete,
- Reinforcing steel bend and tensile tests,
- Concrete slump and temperature tests, and
- Non-destructive testing ultrasonic/magnetic particle (NDT UT/MT).

ADDITIONAL SCOPE OF SERVICES:

- Technical consultations and a site visit by professional staff pertaining to the unanticipated underground utilities encountered in the parking area near the gymnasium and fire access lane,
- Hazardous material abatement oversight services for the Modernization phase of the project,

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- Technical consultation and observation by professional staff during the placement of grout into existing underground utilities, and
- Technical consultations and a site visit by professional staff pertaining to the unsuitable subgrade encountered during the overexcavation of the playing field.
- Geotechnical observation and compaction testing for the sewer replacement in the eastern corner of the campus.
- Additional site visits for inspection, testing, and sampling beyond our previous net budgeted fee.

ASSUMPTIONS

- Our services will be scheduled, and coordinated by the Oakland Unified School District representative.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours; and that weekend and overtime work has been included in this cost proposal.
- Our services are subject to California prevailing wage law.
- Site visits made by professional staff, field inspectors and field technicians will be billed on a portal-to-portal basis, on a 2-hour minimum with 2-hour increments.
- As the Geotechnical Engineer-of-Record, Ninyo & Moore will perform soil and foundationrelated construction monitoring for this project.
- Periodic batch plant inspection will be required during placement of concrete.

OVERVIEW OF TASKS

Task 1 – Geotechnical Observation – Testing and Reporting

- Remedial Grading, removals, fill placement, trench bottoms,
- Asphalt Concrete, sub-grade, aggregate base, density tests,
- Laboratory testing Proctor density, and
- Provide reports of field and laboratory results.

Task 2 – Concrete/ Placement & Reinforcing Steel

- Material ID, tag, sample and perform bend and tensile testing of reinforcing steel,
- Collect and review tickets for each batch of concrete delivered,
- Sampling of concrete per project documents,
- Periodic batch plant inspections: consists of standard batch plant inspection and then following the first truck from the batch plant to the project site,
- Compressive strength testing of specimens of concrete,
- Pickup and delivery of samples to our laboratory for testing, and
- Review of mill test reports and certificates of compliance with project documents.

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Ninyo « Moore

2101 35th Avenue Oakland, California July 8, 2014 Proposal No. P-82492B

Task 3 - Structural Steel - Field welding

- Material ID and review manufacturer's certificates and test reports for compliance,
- Testing of unidentified material with prior approval,
- Review of welder certifications,
- Review of welding procedures specifications,
- Special inspection during structural welding, and
- Non-destructive testing of welds (UT, MT as needed).

Task 4 – Management Oversight and Technical Support

- Attend regular construction meetings (if requested),
- Our registered Engineer will provide oversight,
- Review of submittals welding documents and submittals,
- Provide technical support,
- Provide review of testing and inspection reports, and
- Preparation and issue of DSA Final Verified Reports.

ESTIMATED FEES

To provide budget covering our overages for additional work performed and for our remaining work, we request a contract modification to increase the budget from \$196,386 to **\$208,386** (an increase of \$12,000).

TASK	ESTIMATED FEES FOR GEOTECHNICAL AND MATERIALS TESTING AND INSPECTION SERVICES	ESTIMATED FEES
1.	Geotechnical Services	\$6,410
2.	Concrete Placement and Reinforcing Steel (Not Included)	\$0
3.	Structural Steel	\$1,820
4.	Management, Administration, Technical Support, Final Reports	\$3,770
	ESTIMATED FEES	\$12,000

AUTHORIZATION

It is our understanding that this work will be completed under the current contract terms between the District and Ninyo & Moore. If this proposal meets with your approval please provide the appropriate written authorization at your earliest convenience. 2101 35th Avenue Oakland, California

July 8, 2014 Proposal No. P-82492B

We appreciate the opportunity to present this proposal and look forward to continuing to work with you on this project.

Respectfully Submitted, NINYO & MOORE

Derek W. Magnuson, PG Senior Staff Geologist

DWM/PCC/caa

Attachments: Schedule of Fees

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

Peter C. Connolly, PEGE Principal Engineer

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 155
Senior Engineer/Geologist/Environmental Scientist	\$ 150
Senior Project Engineer/Geologist/Environmental Scientist	\$ 140
Project Engineer/Geologist/Environmental Scientist	\$ 133
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 120
Staff Engineer/Geologist/Environmental Scientist	\$ 110
GIS Analyst	\$ 105
Field Operations Manager	\$ 105
Supervisory Technician	\$ 100
Nondestructive Examination Technician, UT, MT, LP	\$ 95
Senior Field/Laboratory Technician/Inspector	\$ 85
Field/Laboratory Technician	\$ 85
Concrete/Asphalt Batch Plant Inspector	\$ 85
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 85
Technical Illustrator/CAD Operator.	\$ 80
Information Specialist	\$ 80
Data Processing, Technical Editing, or Reproduction	\$ 65

OTHER CHARGES

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

NOTES (Field Services)

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

INVOICES

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

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement. 2101 35th Avenue Oakland, California

July 8, 2014 Proposal No. P-82492B

SCHEDULE OF FEES FOR LABORATORY TESTING

Soils

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

Roofing

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

Masonry

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

Concrete	
Cement Analysis Chemical and Physical, C 109\$	1,650
Compression Tests, 6x12 Cylinder, C 39\$	30
Concrete Mix Design Review, Job Spec\$	140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI\$	750
Concrete Cores, Compression (excludes sampling), C 42\$	55
Drying Shrinkage, C 157\$	250
Flexural Test, C 78\$	100
Flexural Test, C 293\$	55
Flexural Test, CT 523\$	100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI \$	250
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495 \$	55
Petrographic Analysis, C 856\$	1,100
Splitting Tensile Strength, C 496 \$	80
Reinforcing and Structural Steel	
Fireproofing Density Test, UBC 7-6\$	70
Hardness Test, Rockwell, A-370 \$	80
High Strength Bolt, Nut & Washer Conformance, set, A-32 \$	205
Mechanically Spliced Reinforcing Tensile Test, ACI \$	95
Pre-Stress Strand (7 wire), A 416\$	140
Chemical Analysis, A-36, A-615 \$	120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar	
No. 11 Rebar	
Structural Steel Tensile Test: Up to 200,000 lbs.	150
(machining extra), A 370\$	105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI\$	
Tensile Test for Fiberwrap (ASTM D-3039)\$	
Asphalt Concrete	
Asphalt Mix Design, Caltrans\$	
Asphalt Mix Design Review, Job Spec\$	150
Extraction, % Asphalt, including Gradation, D 2172, CT 310 \$	
Film Stripping, CT 302\$	100
Hveem Stability and Unit Weight CTM or ASTM, CT 366 \$	195
Marshall Stability, Flow and Unit Weight, T-245\$	215
Maximum Theoretical Unit Weight, D 2041\$	120 165
Swell, CT 305\$ Unit Weight sample or core, D 2726, CT 308\$	
Unit Weight sample of core, D 2726, CT 306	90
Aggregates	
Absorption, Coarse, C 127\$	35
Absorption, Fine, C 128\$	35
Clay Lumps and Friable Particles, C 142 \$	100
Cleanness Value, CT 227\$	
Crushed Particles, CT 205\$	
Durability, Coarse, CT 229 \$	
Durability, Fine, CT 229 \$	
Los Angeles Abrasion, C 131 or C 535 \$	180
Mortar making properties of fine aggregate, C 87\$	275
Organic Impurities, C 40	
Potential Reactivity of Aggregate (Chemical Method), C 289\$	390
Sand Equivalent, CT 217\$	
Sieve Analysis, Coarse Aggregate, C 136\$ Sieve Analysis, Fine Aggregate (including wash), C 136\$	
Sodium Sulfate Soundness (per size fraction), C 136	
Specific Gravity, Coarse, C 127\$	
Specific Gravity, Fine, C 128\$	110

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

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





AMENDMENT No. 4 INDEPENDENT CONTRACT ROUTING FORM

	Project Informatio	'n	
Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	205
	Basic Directions		
Ser	vices cannot be provided until the contract is fully approv	ed and a P	Purchase Order has been issued.
Attachment Checklist	Proof of general liability insurance, including certificates an Workers compensation insurance certification, unless vendor	d endorser	nents, if contract is over \$15,000

	Contr	actor Informat	ion					
Contractor Name	Ninyo & Moore	Agency's C	Contact	Derek N	Magnuson			
OUSD Vendor ID #	V058012	Title		Project	Manager			
Street Address	1956 Webster Street, Suite 400	City	Oal	kland	State	CA	Zip	94612
Telephone	510-633-5640	Policy Expi	ires		10-3-	-20	14	
Contractor History	Previously been an OUSD contract	or? X Yes 🗌 No		Norked as	s an OUSD e	mploye	e?	Yes x No
OUSD Project #	12103			_				

		Term	
Date Work Will Begin	2-8-2014	Date Work Will End By (not more than 5 years from start date)	12-31-2014

			Compensation		
Total Contrac	t Amount	\$	Total Contract Not To Exceed	\$20	8,386.00
Pay Rate Per	Hour (If Hourly)	\$	If Amendment, Changed Amo	ount \$ 1	2,000.00
Other Expens	ses		Requisition Number		
lf you are p	lanning to multi-fu		udget Information nds, please contact the State and Federal C	office <u>before</u> con	npleting requisition.
Resource #	Fund	ing Source	Org Key	Object Code	Amount
7710	County Scho	ool Facilities Fund	2059003821	6262	\$12,000.00

	Approval and Routing (i	n order of ap	proval steps)		
	vices cannot be provided before the contract is fully approved and a F wledge services were not provided before a PO was issued.	Purchase Order	is issued. Signing thi	s documen	t affirms that to your
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	round a new constraint		1	
	Signature		Date Approved	72	414
2.	General Counsel, Department of Facilities Planning and Manag	gement		()	
۷.	Signature		Date Approved	7.	22.14
	Associate Superintendent, Facilities Planning and Management	nt			
3.	Signature A	A	Date Approved		
	Deputy Superintendent, Business Operations	N			
4.	Signature	AV.	Date Approved	730	114
	President, Board of Education	1		1	
5.	Signature V		Date Approved		

Board Office Use: Le	gislative File Info.
File ID Number	14-0036
Committee	Facilities
Introduction Date	2-12-14
Enactment Number	14-12-41 1
Enactment Date	2-12-14 11



Community Schools, Thriving Students

A

Memo

То	Board of Education
From	Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education By: Vernon Hal, Deputy Superintendent VRV Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date	2-12-14
Subject	Amendment No. 3, Independent Consultant Agreement - Ninyo & Moore - Calvin Simmons Improvements and Career Tech Lab Project
Action Requested	Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$37,840.00 increasing previous contract amount from \$158,546.00 to a not to exceed amount of \$196,386.00 and revising the end date from August 24, 2011 through December 31, 2013 to February 8, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	The Board of Education voted to transfer the Career Tech Building and its remaining funds to the Simmons School campus. This contract is part of a process that will locate the building and play fields on the Simmons campus.
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,

www.eusd.k12.ca.vs

OAKLAND UNIFIED

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. 3, Independent Consultant Agreement with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab, in an amount not-to exceed \$37,840.00 increasing previous contract amount from \$158,546.00 to a not to exceed amount of \$196,386.00 and revising the end date from August 24, 2011 through December 31, 2013 to February 8, 2014. 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

• Certificate of Insurance



AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Ninyo & Moore</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>August 24, 2011</u>, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is unchanged. x The scope of work has changed.
	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 structural steel and welding inspections</u> , <u>geotechnical observation and testing for the artificial turf soccer field and fire access lane, and inspection services</u> for the various renovations to existing buildings and onsite facilities. Also included: technical consultations and site visits for various unforeseen issues, as well as hazardous materials abatement.
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 <u>Two months</u> , and the amended expiration date is <u>February 8, 2014</u> .
3.	Compensation: The contract price is <u>unchanged</u> . X The contract price has <u>changed</u> .
	If the compensation is changed: The contract price is amended by
	x Increase of \$37,840.00 to original contract amount
	Decrease of \$to original contract amount
	and the new contract total is <u>One hundred ninety-six thousand, three hundred eighty-six dollars and no</u> <u>cents (\$196,386.00)</u>

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

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6-27-2012	The scope of the project is to provide professional services for materials testing and special inspections services for the various improvements in the existing two-story classroom building and the new construction of the Career Tech Lab building.	\$30,000.00
2	4-24-2013	The scope of the project is to re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35 th Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninyo & Moore will provide these tests and extensive environmental impact sampling.	\$30,000.00

 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.

K999069 002 Rev. 10/30/08

Contract No.

P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

<u>2/13/14</u> Date David Kakashiba, President, Board of Education

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

Date

Timothy White, Associate Superintendent Date Facilities, Planning and Management

File ID Number: 14-0036 Introduction Date: 2-12-14 Enactment Number: 14-02 Enactment Date: 2-12-14 Bv:

CONTRACTOR

Der C. C. C. 12/9/13 Contractor Signature Date <u>TORENCE MANG/ GEN MGR</u> Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Thirty-seven thousand, five hundred forty-six dollars and no cents (\$37,840.00)

1. Description of Services to be Provided

The structural steel and welding inspections, geotechnical observation and testing for the artificial turf soccer field and fire access lane, and inspection services for the various renovations to existing buildings and onsite facilities. Also included: technical consultations and site visits for various unforeseen issues, as well as hazardous materials abatement.

2. Specific Outcomes:

Create equitable opportunities for learning and provide 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	OSafe, 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

my Susie Butler-Berkley **Contract Analyst**

October 17, 2013 Proposal No. P-82492

EXHIBITA

Mr. Al Anderson Project Manager OUSD Facilities Planning and Management 955 High Street Oakland, California 94601

wall a Martin IR 1 mand // MIMYO & MOOP

Subject: Proposal for Geotechnical Observation and Testing, Materials Testing, and Special Inspection Services Career Technical Science Building and Modernization Project Calvin Simmons Middle School 2101 35th Avenue, Oakland, California OUSD Project # 07040

Dear Mr. Anderson:

Ninyo & Moore is pleased to provide this proposal to perform Geotechnical Observation and Testing, Materials Testing, and Special Inspection Services for the Career Technical Science Building and Campus Modernization Project located on the Calvin Simmons Middle School campus at 2101 35th Street in Oakland, California. This proposal includes the following; structural steel and welding inspections, geotechnical observation and testing for the artificial turf soccer field and fire access lane, and inspection services for the various renovations to existing buildings and on-site facilities.

An additional scope of services was provided for the project including technical consultations and site visits by professional staff for the underground utilities encountered during rehabilitation of the parking area pavement near the gymnasium and the fire access lane; technical consultations and observation services during placement of grout into existing underground utilities; hazardous materials abatement oversight services; and technical consultations pertaining to the unsuitable subgrade encountered in the playing field area.

PROJECT UNDERSTANDING

The construction phases pertinent to this cost proposal are listed below.

A. Phase 1A – Career Technical Science Building: A new 2-story Career Technical Science building, entry gateway, and site work.

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

2101 35th Avenue Oakland, California October 17, 2013 Proposal No. P-82492

- B. Phase 1B Building Modernization: Includes a bathroom conversion, dividing walls in main corridor, and removal of classroom partitions and risers.
- C. Phase 2A Site Improvements: Includes accessible paths of travel, asphalt paving, concrete paving, new site utilities, concrete flatwork and ramps, benches, artificial turf playing field, basketball courts, and a fire access lane.

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.

INSPECTION SERVICES:

- Geotechnical observation, testing and reporting,
- Reinforcing bars material ID, tag, sample,
- Cast-in-place concrete construction,
- Batch plant (on a periodic basis),
- · Structural steel field and/or shop fabrication, welding, and
- Management Oversight and Technical Support.

MATERIALS TESTING:

- Density testing of subgrade, asphalt concrete (AC), and aggregate base,
- Compressive strength tests of concrete,
- Reinforcing steel bend and tensile tests,
- Concrete slump and temperature tests, and
- Non-destructive testing ultrasonic/magnetic particle (NDT UT/MT).

ADDITIONAL SCOPE OF SERVICES:

- Technical consultations and a site visit by professional staff pertaining to the unanticipated underground utilities encountered in the parking area near the gymnasium and fire access lane,
- Hazardous material abatement oversight services for the Modernization phase of the project,
- Technical consultation and observation by professional staff during the placement of grout into existing underground utilities, and
- Technical consultations and a site visit by professional staff pertaining to the unsuitable subgrade encountered during the overexcavation of the playing field.

ASSUMPTIONS

- Our services will be scheduled, and coordinated by the Oakland Unified School District representative.
- The contractor and subcontractors will maintain a 40-hour work week during normal daytime work hours; and that weekend and overtime work has been included in this cost proposal.
- Our services are subject to California prevailing wage law.
- Site visits made by professional staff, field inspectors and field technicians will be billed on a portal-to-portal basis, on a 2-hour minimum with 2-hour increments.
- As the Geotechnical Engineer-of-Record, Ninyo & Moore will perform soil and foundationrelated construction monitoring for this project.
- Periodic batch plant inspection will be required during placement of concrete.

OVERVIEW OF TASKS

Task 1 - Geotechnical Observation - Testing and Reporting

- Remedial Grading, removals, fill placement, trench bottoms,
- Asphalt Concrete, sub-grade, aggregate base, density tests,
- Laboratory testing Proctor density, and
- Provide reports of field and laboratory results.

Task 2 – Concrete/ Placement & Reinforcing Steel

- Material ID, tag, sample and perform bend and tensile testing of reinforcing steel,
- Collect and review tickets for each batch of concrete delivered,
- Sampling of concrete per project documents,
- Periodic batch plant inspections: consists of standard batch plant inspection and then following the first truck from the batch plant to the project site,
- Compressive strength testing of specimens of concrete,
- Pickup and delivery of samples to our laboratory for testing, and
- Review of mill test reports and certificates of compliance with project documents.

Task 3 - Structural Steel - Field welding

- Material ID and review manufacturer's certificates and test reports for compliance,
- Testing of unidentified material with prior approval,
- Review of welder certifications,
- Review of welding procedures specifications,
- Special inspection during structural welding, and
- Non-destructive testing of welds (UT, MT as needed).

P-82492 doc

2101 35th Avenue Oakland, California October 17, 2013 Proposal No. P-82492

Task 4 - Management Oversight and Technical Support

- Attend regular construction meetings (if requested),
- Our registered Engineer will provide oversight,
- Review of submittals welding documents and submittals,
- Provide technical support,
- · Provide review of testing and inspection reports, and
- Preparation and issue of DSA Final Verified Reports.

Task 5 – Additional Scope of Services

- Provide technical consultation for underground utilities encountered during overexcavation,
- Provide hazardous materials abatement oversight for Modernization phase,
- Provide technical consultation and observation during the placement of grout into existing underground utilities, and
- Provide technical consultation for unsuitable subgrade conditions.

ESTIMATED FEES

Our services for geotechnical observation and testing, materials testing, and special inspections will be provided on a time-and-materials basis accrued in accordance with the attached Schedule of Fees. Our estimated fee for the scope described above, subject to the listed assumptions, is \$37,840 (Thirty Seven Thousand Eight Hundred Forty Dollars). A summary of our estimated fee is provided in the following table and a detailed breakdown is included in Appendix A.

TASK	ESTIMATED FEES FOR GEOTECHNICAL AND MATERIALS TESTING AND INSPECTION SERVICES	ESTIMATED FEES
1.	Geotechnical Services	\$10,424
2.	Cast-in-Place Concrete	\$3,230
3.	Structural Steel	\$6,800
4.	Management, Administration, Technical Support, Final Reports	\$3,440
5.	Additional Scope of Services	\$13,946
	ESTIMATED FEES	\$37,840

2101 35th Avenue Oakland, California October 17, 2013 Proposal No. P-82492

AUTHORIZATION

It is our understanding that this work will be completed under the current contract terms between the District and Ninyo & Moore. If this proposal meets with your approval please provide the appropriate written authorization at your earliest convenience.

We appreciate the opportunity to present this proposal and look forward to continuing to work with you on this project. If you have any questions or require additional information, please contact us at (510) 343-3000.

Respectfully Submitted, NINYO & MOORE

Nicholas S. Devlin Project Engineer

NSD/PCC/caa

Attachments: Schedule of Fees Appendix A – Breakdown of Estimated Fee

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

Peter C. Connolly, PE, GE Principal Engineer

Ninya Moore

2101 35th Avenue Oakland, California

October 17, 2013 Proposal No. P-82492

> 95 85

> > 85 85

> > 85

80

80

65

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL 155 Principal Engineer/Geologist/Environmental Scientist Senior Engineer/Geologist/Environmental Scientist......\$ 150 Senior Project Engineer/Geologist/Environmental Scientist 140 Project Engineer/Geologist/Environmental Scientist Senior Staff Engineer/Geologist/Environmental Scientist GIS Analyst \$ 105 Supervisory Technician \$ 100 Nondestructive Examination Technician, UT, MT, LP Senior Field/Laboratory Technician/Inspector Field/Laboratory Technician \$ Concrete/Asphalt Batch Plant Inspector Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing)......\$ Technical Illustrator/CAD Operator \$ Information Specialist...... Data Processing, Technical Editing, or Reproduction. S

OTHER CHARGES

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

NOTES (Field Services)

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

INVOICES

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

TERMS AND CONDITIONS

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

2101 35th Avenue Oakland, California

October 17, 2013 Proposal No. P-82492

\$ 1,650

s 140

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30

SCHEDULE OF FEES FOR LABORATORY TESTING

Concrete

Cement Analysis Chemical and Physical, C 109.

Compression Tests, 6x12 Cylinder, C 39.

Concrete Mix Design Review, Job Spec.

Soils

2013	
Atterberg Limits, D 4318, CT 204	180
California Bearing Ratio (CBR), D 1883	440
Chloride and Sulfate Content, CT 417 & CT 422\$	135
Consolidation, D 2435, CT 219\$	275
Consolidation - Time Rate, D 2435, CT 219	70
Direct Shear - Remolded, D 3080	290
Direct Shear - Undisturbed, D 3080	250
Durability Index, CT 229	150
Expansion Index, D 4829, UBC 18-2	240
Expansion Potential (Method A), D 4546	180
Expansive Pressure (Method C), D 4546\$	180
Geofabric Tensile and Elongation Test, D 4632\$	165
Hydraulic Conductivity, D 5084	300
Hydrometer Analysis, D 422, CT 203	190
Moisture, Ash, & Organic Matter of Peat/Organic Soils\$	110
Moisture Only, D 2216, CT 226\$	30
Moisture and Density, D 2937	50
Permeability, CH, D 2434, CT 220	290
pH and Resistivity, CT 643	160
Proctor Density D 1557, D 698, CT 216, &\$	260
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301	425
Sand Equivalent, D 2419, CT 217	110
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Sieve Analysis, 200 Wash, D 1140, CT 202	90
Specific Gravity, D 854\$	200
Triaxial Shear, C.D, D 4767, T 297\$	390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt\$	330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.,\$	190
Triaxial Shear, U.U., D 2850	140
Unconfined Compression, D 2166, T 208\$	100
Wax Density, D 1188\$	90
Roofing	
Built-up Roofing, cut-out samples, D 2829\$	
Desting Materials Assessing D 0000	100

Roofing Materials Analysis, D 2829

Masonry

Roofing Tile Absorption, (set of 5), UBC 15-5.

Brick Absorption, 24-hour submersion, C 67...

Concrete Block Compression Test, 8x8x16, C 140 ...

Concrete Block Unit Weight and Absorption, C 140.

Masonry Grout, 3x3x6 prism compression, UBC 21-18.

Masonry Mortar, 2x4 cylinder compression, UBC 21-16.

Masonry Prism, half size, compression, UBC 21-17 ...

Concrete Block Conformance Package, C 90

Cores, Compression or Shear Bond, CA Code .

Concrete Block Linear Shrinkage, C 426 ...

Brick Absorption, 5-hour bolling, C 67

Brick Absorption, 7-day, C 67,

Brick Compression Test, C 67.,

Brick Modulus of Rupture, C 67.

Brick Moisture as received, C 67.

Brick Saturation Coefficient, C 67.

Brick Efflorescence, C 67 ...

Rooting Tile Strength Test, (set of 5), UBC 15-5.

Concrete Mix Design Review, Job Spec	140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI\$	750
Concrete Cores, Compression (excludes sampling), C 42\$	55
Drying Shrinkage, C 157\$	250
Flexural Test, C 78\$	100
Flexural Test, C 293	55
Flexural Test, CT 523	100
Gunite/Shotcrete, Panels, 3 cut cores per panel and lest, ACI\$	250
Jobsite Testing Laboratory.	Quote
Lightweight Concrete Fill, Compression, C 495\$	55
Petrographic Analysis, C 856\$	1,100
Splitting Tensile Strength, C 496	80
Reinforcing and Structural Steel	
Fireproofing Density Test, UBC 7-6	70
Hardness Test, Rockwell, A-370	80
High Strength Bolt, Nut & Washer Conformance, set, A-32\$	205
Mechanically Spliced Reinforcing Tensile Test, ACI\$	95
Pre-Stress Strand (7 wire), A 416	140
Chemical Analysis, A-36, A-615	120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar	55
No. 11 Reber MURANMARINA STATISTICS	75
No. 18 Rebar	150
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370	105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI\$	80
Tensile Test for Fiberwrap (ASTM D-3039)	675
Asphalt Concrete	
Asphalt Mix Design, Caltrans	2.200
Asphalt Mix Design Review, Job Spec\$	150
Extraction, % Asphalt, including Gradetion, D 2172, CT 310\$	215
Film Stripping, CT 302	100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	195
Marshall Stability, Flow and Unit Weight, T-245\$	215
Maximum Theoretical Unit Weight, D 2041	120
Swel, CT 305\$	165
Unit Weight sample or core, D 2726, CT 308	90
Aggregates Absorption, Coarse, C 127\$	35
Absorption, Coarse, C 127 accustor and second and an and a second and	
Absorption, Fine, C 128	35
Clay Lumps and Frade Paracles, C 142	100
Cleanness Value, CT 227	160
Crushed Particles, CT 205	140
Durability, Coarse, CT 229.	165
Durability, Fine, CT 229	165
Los Angeles Abrasion, C 131 or C 535	180
Mortar making properties of fine aggregate, C 87	
Organic Impurities, C 40	55
Potential Reactivity of Aggregate (Chemical Method), C 289	390
Sand Equivalent, CT 217	90
Of a back to the same becaused a C #90	
Sieve Analysis, Coarse Aggregate, C 136	125
Sieve Analysis, Coarse Aggregate, C 136	125

Specific Gravity, Coarse, C 127.

Specific Gravity, Fine, C 128..

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

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

Minyo . Moore

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	Site Visits	Hours Per Visit	Quantity (Hrs.J Tests)	Rate	Fee	Subtotal
ASK 1 - GEOTECHNICAL OBSERVATIONS, TESTIN		REPORTIN	¢			
Technician - earthwork: full day visits	8	8	64	\$85	\$5,440	
Technician - earthwork: 1/2 day visits	3	4	12	\$85	\$1,020	
Technician - AC, AB, & subgrade	2	8	16	\$85	\$1,360	
Nuclear Gage			92	\$12	\$1,104	
Sr. Staff Engineer	1	4	4	\$120	\$480	
Proctor density (ASTM D1557)			2	\$260	\$520	
Geotechnical Final Report per DSA			1	\$500	\$500	
ESTIMATED SUBTOTAL			****			\$10,4
ASK 2 - CAST-IN-PLACE CONCRETE/REINFORCIN	IG STEEL					
asting of cylinders of compressive strength testing.						
Miscellaneous Concrete						
Technician (includes batch plant inspections)	2	4	8	\$85	\$680	
Sample pick-up after 24 hour cure period						
Technician	2	1	2	\$85	\$170	
Laboratory Tests - concrete and reber						
Compression Tests, (5 Sets of 4)			20	\$30	\$600	
Bend and Tensile Testing of Steel Reinforcement			10	\$110	\$1,100	
Sample Steel Reinforcement						
Technician - material, ID, tag & sample, @ Fabricators	2	4	8	\$85	\$680	
ESTIMATED SUBTOTAL						\$3,2
Shop welding/NDT Level II AWS CWI Field Welding/NDT Level II	2	8	16	\$85	\$1,360	
AWS CWI	4	8	32	\$85	\$2,720	
Onsite - Miscellaneous field welding - stairs, and etc.						
AWS CWI	4	-	202	\$85	00 700	
	-10	8	32		\$2,720	
ESTIMATED SUBTOTAL		\$	32		\$2,123	\$6,8
ESTIMATED SUBTOTAL	************************		32		\$2,129	\$6,8
ESTIMATED SUBTOTAL	TRATION		32	\$120	\$1,920	\$6,8
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS	TRATION					\$6,t
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submit	TRATION		16	\$120	\$1,920	\$6 ,1
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submin Administration, Word Processing, Misc.	TRATION		16 8	\$120 \$65	\$1,920 \$520	
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submin Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL	TRATION		16 8	\$120 \$65	\$1,920 \$520	
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submin Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL ASK 5 - ADDITIONAL SCOPE OF SERVICES	TRATION		16 8	\$120 \$65	\$1,920 \$520	
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submin Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL	TRATION		16 8	\$120 \$65	\$1,920 \$520	
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ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submin Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL ASK 5 - ADDITIONAL SCOPE OF SERVICES Technical Consultation for parking area and fire access	TRATION		16 8 2	\$120 \$65 \$500	\$1,920 \$520 \$1,000	
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submit Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL ASK 5 - ADDITIONAL SCOPE OF SERVICES Technical Consultation for parking area and fire access Project Engineer Hazardous Materialis Abatement Oversight	TRATION		16 8 2 4	\$120 \$65 \$500 \$133	\$1,920 \$520 \$1,000 \$532	\$6,8 \$3,4
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submit Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL ASK 5 - ADDITIONAL SCOPE OF SERVICES Technical Consultation for parking area and fire access Project Engineer Hazardous Materials Abatement Oversight Staff Engineer/Geologist	TRATION		16 8 2 4 43	\$120 \$65 \$500 \$133 \$110	\$1,920 \$520 \$1,000 \$532 \$4,730	
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submit Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL ASK 5 - ADDITIONAL SCOPE OF SERVICES Technical Consultation for parking area and fire access Project Engineer Hazardous Material's Abatement Oversight Staff Engineer/Geologist Supervisory Technician	TRATION		16 8 2 4 43	\$120 \$65 \$500 \$133 \$110	\$1,920 \$520 \$1,000 \$532 \$4,730	
ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submit Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL ASK 5 - ADDITIONAL SCOPE OF SERVICES Technical Consultation for parking area and fire access Project Engineer Hazardous Materials Abatement Oversight Staff Engineer/Geologist Supervisory Technician Technical consultation for unsultable subgrade	TRATION Itals, Meetin	Ings	16 8 2 4 43 57	\$120 \$65 \$500 \$133 \$110 \$100	\$1,920 \$520 \$1,000 \$532 \$4,730 \$5,700	
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ESTIMATED SUBTOTAL ASK 4 - REPORTS, MANAGEMENT, AND ADMINIS Project Manager - Project Management, Review of Submit Administration, Word Processing, Misc. Final Verified Reports (DSA 291, DSA 292, & DSA 293) ESTIMATED SUBTOTAL ASK 5 - ADDITIONAL SCOPE OF SERVICES Technical Consultation for parking area and fire access Project Engineer Hazardous Materialis Abatement Oversight Staff Engineer/Geologist Supervisory Technician Technical consultation for unsultable subgrade Project Engineer Technical consultation and observation during grout s	TRATION Itals, Meetin	Ings	16 8 2 4 43 57 4	\$120 \$65 \$500 \$133 \$110 \$100 \$133	\$1,920 \$520 \$1,000 \$532 \$4,730 \$5,700 \$532	
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Ninyo Moore



File ID Number	12-0695
Committee	Facilities
Introduction Date	4-24-2013
Enactment Number	13-0699
Enactment Date	U174/15 2



Memo

То	Board of Education
From	Tony Smith, Ph.D., Superintendent Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date	April 24, 2013
Subject	Amendment No. 2, Independent Contractor Agreement for Professional Services - Ninyo & Moore - Calvin Simmons Improvements and Career Tech Lab Project
Action Requested	Approval by the Board of Education of Amendment No. 2, Independent Contractor Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$30,000.00 increasing previous contract amount from \$128,546.00 to a not to exceed amount of \$158,546.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	The Board of Education voted to transfer the Career Tech Building and its remaining funds to the Simmons School campus. This contract is part of a process that will located the buildings and play field on the Simmons campus.
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,

www.ousd.k



	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 Contractor Agreement for Professional Services with Ninyo & Moore for Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$30,000.00 increasing previous contract amount from \$128-546.00 to a not to exceed amount of \$158,546.00. 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 Aqueement including scope of work

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Community Schools, Thrising Students

AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Ninvo & Moore.</u> OUSD entered into an Agreement with CONTRACTOR for services on <u>June 27, 2012</u>, and the parties agree to amend that Agreement as follows:

۹.	Services: The scope of work is unchanged. X The scope of work has changed. If scope of work changed: Provide brief description of revised scope of work including description of expacted final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Atlach revised scope of work.				
	The CONTRACTOR agrees to provide the following amended services: The scope of the project is to re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35° Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninvo & Moore will provide these tests and extensive environmental impact sampling.				
2.	Terms (duration): x The term of the contract is unchanged. If term is changed: The term of the contract has changed. If term is changed: The contract term is extended by an additional				
3.	Compensation: The contract price is unchanced X The contract price has chanced. If the compensation is changed: The contract price is amended by				
	X Increase of \$30,000.00 to original contract amount Decrease of \$				
	and the new contract total is <u>One hundred fifty-eight thousand, five hundred forty-six dollars and no cents</u> (\$158,546.00)				

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6-27-2012	The scope of the project is to provide professional services for materials lesting and special inspections services for the various improvements in the existing two-story classroom building and the new construction of the Career Tech Lab building.	\$30,000.00

 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.

Contract No.

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Amendment to Professional Services Contract

Page 2 of 3

OAKLAND UNIFIED SCHOOL DISTRICT Datid Kakashiba, President, Board of Education Da Copar Rake Maw, Ji Board of Education Da Timothy White, Associate Superintendent Facilities, Planning and Management Date

File ID Number: 13-06 Introduction Date: 4/ Enactment Number: Enactment Date: 472-41 By: 27.

CONTRACTOR

3-21-13 - Ulter Contractor Signature Date GEN MGR. WANG.

TEPENCE Print Name, Tille

K0999989-001

Rev. 7/2/03
Amendment to Professional Services Contract

EXHIBIT "A" Scope of Work

Contractor Name: Ninyo & Moore

Billing Rate: Thirty thousand dollars and no cents (\$30,000,00

Description of Services to be Provided

1. Description of Services to be Provided

The scope of the project is to re-route the sewer that runs underneath the existing school. The District would like to re-route this line directly out to 35th Avenue along a narrow stretch of property on the north side of the school. Because of the sewer depth and adjacent building the contractor and civil engineer need soil tests to determine what to design based on the soil composition. Ninyo & Moore will provide these tests and extensive environmental impact sampling.

2. Specific outcome:

Develop social, emotional and physical health for a safe, healthy and supportive school.

 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
O Create equitable opportunities for learning	O Accountable for quality
0 High quality and effective sistruction	O 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.

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Contract Analyst

Page 3 of 3

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Rev /1

March 4, 2013 Proposal No. P-82259

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Mr. Al Anderson Facilities Planning and Management Department Oakland Unified School District 955 High Street Oakland, California 94601

Subject: Revised Proposal for Limited Geotechnical Evaluation Calvin Simmons School Sewer Realignment 2101 35th Avenue Oakland, California

Reference: Ninyo & Moore, 2011, Geologic Hazards Assessment and Geotechnical Evaluation, Calvin Simmons Middle School, New Technical Career Science Building, 2101 35th Avenue, Oakland, California, Project No. 401805001, Dated November 1.

MUD &

Dear Mr. Anderson:

In accordance with your request, Ninyo & Moore is pleased to submit this revised proposal to provide geotechnical and environmental consulting services for the Calvin Simmons School Sewer Realignment Project located at 2101 35th Avenue in Oakland, California. The revision includes the addition of analytical testing to our scope of work if indications of potential environmental impacts are observed during our subsurface exploration. Based on our conversations with you and review of plans prepared by Caliche Design Group (Caliche Design Group, 2012), the project consists of the realignment of existing sewer lines on the Calvin Simmons campus.

We understand that a new sewer line will be installed along the eastern property boundary of the campus and connected to the sewer main alignment along 35th Avenue. The proposed project will likely include the need for temporary shoring due to the close proximity of existing buildings and utilities to the new sewer alignments. Excavations of up to about 15 feet below the existing ground surface are anticipated for the project. Ninyo & Moore has prepared a geologic hazards assessment and geotechnical evaluation for the New Career Technical Science Building located on the southern portion of the Calvin Simmons School campus (Ninyo & Moore, 2011). Groundwater at the site was encountered at approximately 14½ to 27 feet below the existing ground surface during our subsurface exploration performed for the Career Technical Science Building. The site is not mapped within a Fault-Rupture Hazard Zone as defined by the

1956 Webster Street Suite 400 • Oakland, California 94612 • Phone (510) 343-3000 • Fax (510) 343-3001 San Dego Invine Angeles Rancho Cucamonga • Dakiand • San Francisco • San Jose Sacramento Las Vegas Phoenix Tucion • Presider Valley • Deriver B.Paso Houston Alquist-Priolo Special Earthquake Fault Zoning Act. Hazard maps indicate that the site is in a liquefaction hazard zone and in an area considered to be susceptible to liquefaction and related hazards.

The scope of our proposed geotechnical consulting services will consist of a subsurface evaluation to provide temporary shoring design parameters and recommendations for design and construction of the proposed sewer alignments.

SCOPE OF SERVICES

Based on our understanding of the project, we propose the following scope of services:

Geotechnical

- Perform a site recommassance to observe the general site conditions and to mark the proposed locations for subsurface exploration.
- Coordinate with Underground Service Alert to locate the underground utilities in the vicinity
 of the proposed exploratory borings. Perform a private utility survey to supplement the surveys performed by the utility owners.
- Obtain a boring permit from the Alameda County Public Works Agency (ACPWA).
- Perform a subsurface exploration consisting of two (2) exploratory borings. The borings will
 be advanced to a depth of about 25 feet below the existing ground surface. The actual
 depth of exploration will be influenced by the subsurface conditions encountered and the
 presence of fill material. The borings will be drilled using a limited-access portable drill rig. A
 representative of Ninyo & Moore will log the subsurface conditions exposed in the borings,
 and collect bulk and relatively undisturbed samples for laboratory testing. The borings will
 be backfilled with Portland cement grout in compliance with the ACPWA drilling permit, and
 pavement will be patched. The soil cuttings will be disposed of on-site and/or in a landfill after completion of our subsurface exploration.
- Perform laboratory tests on selected soil samples to evaluate soil moisture and dry density, grain size distribution. Atterberg limits, and unconfined compressive strength, as appropriate.
- Compile and analyze the field and laboratory data and the results to evaluate the following:

Subsurface conditions encountered at the site including stratigraphy and depth to groundwate.

Earthwork and compaction requirements uncluding underground utility installation and suitability of the on-site soil for subgrade and use as fill material.

Lateral earth prossures for temporary shoring design and jarking reaction.

Maye Moore

2101 35" Avenue Oakland, California

March 4, 2013 Proposal No. P-82259

Preparation of a limited geotechnical evaluation report presenting our findings, conclusions, and recommendations for design and construction of the proposed sewer line project.

Environmental Task 1

If impacts from metals or petroleum hydrocarbons are suspected in the geotechnical soll bor-

ings, we propose the follow scope of services.

Collect up to one soil sample from each boring at the depth where potential impacts were observed and analyze for total petroleum hydrocarbons as diesel (TPHd), as gasoline (TPHq), and as motor oil (TPHmo) using EPA Method 8015M, Title 22 Metals using EPA Method 6010B, and volatile organic compounds (VOCs) using EPA Method 8260B. Soil cuttings from the geotechnical borings may be contained in a 55-gallon drum for storage and off-site disposal.

Environmental Task 2

If significant impacts from metals or petroleum hydrocarbons are detected in shallow soil AND

the District would like to further evaluate the extent of impacts, we propose the follow scope of

services.

Perform a subsurface exploration consisting of four shallow borings using hand auger equipment. The depth of the hand excavations will be up to 5 feet below the existing grade. Up to two soil samples from each boring would be collected and analyzed for the constituonts detected at elevated concentrations in Task 1 described above.

Environmental Task 3

If significant impacts from metals or petroleum hydrocarbons are detected in deeper soil AND

the District would like to further evaluate the extent of the impacts, we propose the follow scope

of services

Perform a subsurface exploration consisting of four borings advanced using a truckmounted drill rig. The depth of the exploratory borings would be up to 20 feet below the existing grade. Up to two soil samples from each boring and one groundwater sample from the boring exhibiting the most significant impacts would be collected and analyzed for the constituents detected at elevated concentrations in Task 1 described above.

ASSUMPTIONS

The following assumptions have been made in preparing our scope of services:

An ACPWA boring permit will be obtained by Ninyo & Moore Inspection and application fees will be abrut \$305.

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- Right-of-entry will be provided at no cost to Ninyo & Moore and our subsurface exploration
 will be performed during typical weekday work hours. Weekend or night work will not
 be necessary.
- Our firm will contact Underground Service Alert prior to performing our subsurface evaluation. However, OUSD will provide our firm with any additional information regarding the presence of utilities within the project area. Ninyo & Moore will not be responsible for utilities encountered during drilling that have not been marked out or shown on the plans.
- We assume that we will be able to complete our exploratory borings in 1 day. Unforeseen field conditions that impact the execution of the scope of work described above will be brought to the client's attention, Associated costs will be discussed with the client.
- If hazardous materials are encountered or suspected, the Environmental Task 1 scope of work described above will be performed to evaluate waste characterization, appropriate health and safety measures which may be required during sewer trenching, and discosal of the drum of soil cuttings. Additional solubility analysis may be required for waste characterization of soil if elevated concentrations of metals are detected. Up to two solubility analyses are included in our proposed costs.
- Environmental Tasks 2 and 3, described above, will be performed at the request of the District.

SCHEDULE

Ninyo & Moore is prepared to begin our services upon receipt of written authorization. Our field exploration will be completed approximately 2 weeks after receipt of the notice-to-proceed, assuming that there are no delays due to rig availability, permit processing, or inclement weather. We anticipate that our laboratory testing will be completed about 2 weeks after the exploratory borings and our revised geotechnical report will be issued about 4 weeks after completion of laboratory testing (approximately 8 weeks after receipt of the notice-to-proceed).

FEE

We propose to perform the Geotechnical scope of services described above, subject to the listed assumptions, for a iump-sum fee of \$9,500 (Nine Thousand Five Hundred Dollars). This fee includes subcontractor and permit fees but does not include costs associated with additional postreport consultations, or attendance at meetings. These services can be provided upon request.

If indications of environmental impacts are observed in the soil encountered during our geolechnical exploration, borings, we propose to perform the Environmental Task 1 scope of services,

Warne Monre

2101 35th Avenue Oakland, California

described above, subject to the listed assumptions, for an estimated fee of \$1,500 (One Thousand Five Hundred Dollars).

If significant environmental impacts are detected in shallow soil encountered in our exploratory borings, we propose to perform the Environmental Task 2 scope of services, described above, subject to the listed assumptions, for an estimated fee of \$5,000 (Five Thousand Dollars).

If significant environmental impacts are detected in deeper soil encountered in our geotechnical exploratory borings, we propose to perform the Environmental Task 3 scope of services, described above, subject to the listed assumptions, for an estimated fee of \$14,000 (Fourteen Thousand Dollars).

The combined total estimated fee for the Geotechnical and Environmental (Tasks 1, 2, and 3) scopes described above is \$30,000 (Thirty Thousand Dollars).

If the scope of services and proposed fee contained in this proposal are acceptable, please forward the appropriate written authorization at your earliest convenience.

An integral part of our project involvement is review of construction plans after design and before start of construction, and observation and testing during construction. The scope and budget of these follow-on services will be provided after review of the contractor's construction schedule.

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

Sincerely, NINYO & MOORE

Nicholas S. Devlin, PE Project Engineer

NSD/PCC/CRA/csj

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

Peter C. Connolly, PF, GE Principal Engineer

Minyo Maore

L	CORD. CERTI	FICATE OF L	IABILITY	NSURAN	ICE	DATE (MMCD/YY) 3/21/2013		
PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Christine Silan		ONLY / HOLDER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW INSURERS AFFORDING COVERAGE					
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Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1956 Webster Street, Suite 400 Oakland, CA 94612		2000000000.00.00.00.00.00.00.00.00.00.00	INSURER & American Automobile Ins. Co.					
		INSURGE C: Alterra Excess & Surplus Insura						
		INSURER D.						
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THE AN MA PO	POLICIES OF INSURANCE LISTED (REQUIREMENT, TERM OR CON (PERTAIN, THE INSURANCE AFFC JCIES. AGGREGATE LIMITS SHOWN	DITION OF ANY CONTRACT OF DRDED BY THE POLICIES DESC	ROTHER DOCUMENT W RIBED HEREIN IS SUB PAID CLAIMS.	ITH RESPECT TO W JECT TO ALL THE T	HICH THIS CERTIFICATE	MAY BE ISSUED O		
SR IR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIV DATE (VM/DDYY	DATE (MMCD/YY)	LSMI	3		
4	GENERAL LIABILITY	6308986R247	10/03/12	10/03/13	EACH OCCLIMMENCE	\$1,000,000		
	X COMMERCIAL GENERAL LIABILITY		and and		FIRE DAMAGE (Any one fire)	\$1,000,000		
	CLAIMS MADE X OCCUR		Compared by the second s		MED EXP (Any one person)	\$10,000		
	X Contractual				PERSONAL & ADVINURY	\$1,000,000		
	X OCP			V	GENERAL AGGREGATE	\$2,000,000		
	CENLAGOREGATELIMITAPPLESPER: POLICY X PRO: X LOC				PRODUCTS -COMPIOP AGG	\$2,000,000		
1	AUTOMOBILE LIABILITY X ANY AUTO	8108986R247	10/03/12	10/03/13	COMMINED SINGLELINGT (En neddert)	\$1,000,000		
	ALL OWNED ALITOS SCHEDALED ALITOS				SOOILY INJURY (Per person)	\$		
	X HERED AUTOS X NON-OWNED AUTOS			www.enconversion	BODLY INJURY (Par solders)	*		
					PROPERTY DAMAGE (Per succident)	3		
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT			
	OTLA YHA				OTHER THAN EA ACC	\$		
	EXCESS LIABILITY	CUP8986R247	10/03/12	10/03/13	EACH DCCURRENCE	\$9,000,000		
•	X OCCUR CLASHS MADE	C CL. COCKENT	148 State 1 &	10100-00 10	AGGREGATE	19.000.000		
	hunnest the second second					8		
	DEDUCTIBLE		and the			5		
	RETENTION \$					\$		
5	WORKERS COMPENSATION AND	WZP81002626	05/01/12	05/01/13	X WC STATU- TORY LINES ER			
	EMPLOYERS' LIABILITY				ELL EACH ACCIDENT	1,000,000		
					EL DISEASE -EA EMPLOYE	\$1,000,000		
					EL DISLASE - POLICY LIMIT	\$1,000,000		
2	OTHER Professional & Contractor's	MAX7PL0000506	10/03/12	04/03/14	\$5,000,000 per Claim \$5,000,000 Anni Aggr.			
E	Pollution Liab. REPTION OF OPERATIONSALOCATIONSAN NERAL LIABILITY POLICY EX F: N&M#401805004 - OUSD/C	CLUDES CLAIMS ARISIN	IG OUT OF THE PER	FORMANCE OF	PROFESSIONAL SER	VICES.		
n	NERAL LIABILITY/AUTOMOE fied School District, its Direc e Attached Descriptions)				ance is			
E	TIFICATE HOLDER	DINONAL INSURED; INSURER LETTER	CANCELL	ATION				
			SHOULD ANY	OF THE ADOVE DESCRIB	ED POLICIES BE CANCELLED B	EFORE THE EXPRATE		
	Oakland Unified Sch	ool District	DATE THERE	of, the issuing mour	ER WELL KKRIMMORXID MAD	30 DAYS WRITTE		
Attn: Susie Butler Berkley			NONCE TO TH	E CENTIFICATE HOLDER	INARED TO THE LEFT, BKKS	CAMP OF REAL PARTY OF REAL		
	955 High Street			NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BERSTRAM STRANSS BRIDER BROCKLER KONTREATER X SER AN X IS RANFER X REVERS X READER X X AN OCH X X X				
	and a sugar and and	Oakland, CA 94601-0000			TREASTREES			
		0000		REPRESENTATIVE				

DESCRIPTIONS (Continued from Page 1)

primary per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

AMS 25.3 (07/97) 2 of 2 #S550255/M412146

POLICY NUMBER: 0308986R247

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:

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.

- 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 "productscompleted operations hazard" unless the "written contract requiring insurance" specifically roduires 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 penod of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, which ever is earlier.

CG D4 16 0508

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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 ordanization 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;
- 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.

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

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

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

"Written contract requiring insurance" means that part of any written contract or agreement 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, previded 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.

insured: Ninyo & Moore Geotechnical &

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 % of the Ca otherwise due on such remuneration.

% of the California workers' compensation premium

SCHEDULE

Person or Organization

Oakland Unified School District

Attn: Susie Butter Berkley 955 High Street

Oakland, CA 94601-0000

Job Description

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

Countersigned by Michaels Cing

Authorized Representative

Form WC 04 03 06 Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

File ID Number	12-1+9+
Committee	Facilities
Introduction Date	6-27-2012
Enactment Number	12-1.839
Enactment Date	1.122/12-

OAKLAND UNIFIED

Memo				
То	Board of Education			
From	Tony Smith, Ed.D., Superintendent Timothy White, Associate Superintendent, Facilities Planning and Management			
Board Meeting Date	June 27, 2012			
Subject	Amendment No. 1, Independent Consultant Agreement - Ninyo & Moore- Calvin Simmons Improvements and Career Tech Lab Project			
Action Requested	Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Ninyo & Moore for Material Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab in an amount not-to exceed \$89,146.00 increasing previous contract amount from \$39,400.00 to a not to exceed amount of \$128,546.00 and revising the end date from August 24, 2011 through December 31, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.			
Background	Material testing and special inspection services are required by Division of State Architect.			
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,			

www.pusdik12.ca us



	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. 1, Independent Consultant Agreement with Ninyo & Moore for Material Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab in an amount not-to exceed \$89,146.00 increasing previous contract amount from \$39,400.00 to a not to exceed amount of \$128,546.00 and revising the end date from August 24, 2011 through December 31, 2011 to December 31, 2013. 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

See Street and the

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Board Office Use: Le File ID Number	12-1797
Committee	Facilities
Introduction Date	6-27-2012
Enactment Number	12-1839
Enactment Date	6/22/12

То



Memo

Board of Education

From	Tony Smith, Ed.D., Superintendent Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date	June 27, 2012
Subject	Amendment No. 1, Independent Consultant Agreement - Ninyo & Moore- Calvin Simmons Improvements and Career Tech Lab Project
Action Requested	Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Ninyo & Moore for Material Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab in an amount not-to exceed \$89,146.00 increasing previous contract amount from \$39,400.00 to a not to exceed amount of \$128,546.00 and revising the end date from August 24, 2011 through December 31, 2011 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	Material testing and special inspection services are required by Division of State Architect.
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,

OAKLAND UNIFIED SCHOOL DISTRICT

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. 1, Independent Consultant Agreement with Ninyo & Moore for Material Testing Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab in an amount not-to exceed \$89,146.00 increasing previous contract amount from \$39,400.00 to a not to exceed amount of \$128,546.00 and revising the end date from August 24, 2011 through December 31, 2011 to December 31, 2013. 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



OAKLAND UNIFIED

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Ninyo & Moore. CUSD entered into an

Agreement with CONTRACTOR for services on Sectember 14, 2011, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is unchanged. x The scope of work has changed.
	If scope of work changed: Provide brief description of revised scope of work including description of expected final result 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: The scope of the project is to provide professional services for materials testing and special inspection services for the various improvements in the existing two story classroom building and the new construction of the Career Tech Lab building.
2.	Terms (duration): The term of the contract is unchanged. X The term of the contract has changed. If term is changed: The contract term is extended by an additional Two (2) years, and the amended expiration date is December 31, 2013.
3.	Compensation: The contract price is <u>unchanged</u> . X The contract price has <u>changed</u> . If the compensation is changed: The contract price is amended by
	x Increase of \$89,146.00 to original contract amount Decrease of \$
	and the new contract total is One hundred twenty-eight thousand, five hundred forty-six dollar (\$128,546.00)

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

5. Amendment History:

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

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

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

CONTRACTOR

OAKLAND UNIFIED SCHOOL DISTRICT

regident Reard of Education

Edgar Rakestraw, Jr., Same Board of Education

Timothy White, Associate Superintendent Facilities, Planning and Management

6/11/12 Contractor Signature Date 2050 Ð Print Name, Thie

File ID Number;	12-17-97
Introduction Date:	4/27/12_
Enactment Numbe	r. 12-1834
Enactment Date:	6/22/12
By:	Let

X993069.832 Rev 10/30/08

Contract No.

Dak

Date

Bala

P.O. No.

Americanest to Processional Services Contract

EXHIBIT "A" Scope of Work

Contractor Name:

,

Billing Rate: Eighty-nine thousand, one hundred forty-six dollars and no cents (\$89,146.00)

Description of Services to be Provided

- Description of Services to be Provided
 The scope of the project is to provide professional services for materials testing and special inspection services for
 the vanous improvements in the existing two story classroom building and the new construction of the Career Tech
 Lab building.
- 2. Specific Outcomes:

P Hischopis will

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

.

10 Ensure a regin quality instructional rore 0 Prepare tructents for success in college and careers
C Devolep sectal, emotional and phy applicable alth (ISUR), healthy and stipportive schools
COrdate equitable opportunities for learning () O Accountable for quality
E High quality and effective in dructor 0.1-ull service community district
сторана и правити страна с

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Amandment to Professional Services Contract

Page 3 of 3

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R57 1/2-03

April 23, 2012 Proposal No. P-81764B

Mr. At Anderson Erroe- t Mariager 742/90 Applitus Planning and Management Oth Figh Street Castanci California, 94601

hateen?

Impose for Materials Testing and Spenial Inspection Services
 Datert Technical Science Building Project
 Outoin Simmons Middle School
 2101 35th Avenue: Oakland California
 OUSD Project # 07040

创业体例则则广翻

De la Millisviderson.

Ninyo & Moore is prevised to provide this reused proposal to perform Geotechnical subservation. Nutrinulu Testing and Special inspection Sorvices for the Career Technical Science Boliding. Project to the cloated on the Campus of Calvin Simmons Middle School at 2191.05¹ Structure Carterin Cartering Detechnical observation and testing for the artificial turf soccer field and fire tars access and inspection convices for the valuous renovations to existing buildings and on site facilities. This proposal provides cost estimates and scipe of services based on our review of the approved provides and specifications. If eligibuildings Code, The 24 and our provides experience performing services of sites projects.

PROJECT UNDERSTANDING AND PROPOSED CONSTRUCTION

Hub a remotal review of available project documents including Calvin Simmons School Medicarization Ereformary client Estimate – Revision 6 prepared by LCA Architects and dated Externion 22 (2011) a client understanding that the overall devicements will consist of metacellused construction. The client understanding that the overall devices proposal model Phases 14 and 15 and client client entertraction.

- Phase 1A Caroor Technical Science Building: Construct a new 2 story Career Technical construction on entry a 12 and confiste active
- Phase 18 Bailding Moderazation: Includes a Numeric Inducersial, dividing walks an international Exercise and the average of term and neers.

<u>)</u> - 1. Ž

2101-35° Avenue Oakland, California April 23: 2012 Proposal No. P-81764B

C Phase 2A – Site Improvements: includes accessible paths of travel, asphalt paying concrete paying, new site of littles, cast in prace site work of flatwork, ramps, benches artificial tort soccer field, basketball courts, running track, and fireflane access.

The binking will be located adjacent to 35° Avenue in an existing paved parking area in the southern part on of the campus. It is our understanding that the proposed building will be of street to the construction with concrete eatio areas. The particulat full soccer field will be located west of the proposed building within an existing paved playground. An entry gate will be constructed east of the proposed building each the intersection of 35° Avenue and Galindo Street.

SCOPE OF MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

Specific to this contract. Ninyo & Minor is rubable and experienced in providing the needed testing and inspection sorvices. Barried on our review of the project documents we will provide the following scope of services.

SCOPE OF INSPECTIONS SERVICES INCLUDES:

- Sentechnical obseivation, testing and reporting.
- Reinforcing bars material IO, tag. sample.
- Castian-place concrete construction.
- Butch pair yn a benedic plaas.
- Situation steel test and in single datation, working
- Motal decks, weided studs
- High steergth beitung and.
- Other Management Oversight and Technical Support.

SCOPE OF MATERIALS TO BE THATED INCLUDES:

- Compacts in Lerves
- Lensin test in known over oter situate 14.8 inputerale base
- Fila Glade in prima prima
- 专家动行的主人的
- OPERATION STOCKARD AND CONTRACT
- A CONTRACT SECOND STRATE CONTRACT SECOND
- · concrete storps binners in and erbets
- Explored stephath while constructs

2101 357 Avecan Cakland, Castornia

April 23, 2012 Proposal No. P-81/648

- * High strength bolts field and taboratory testing of bolts inuts, and washers,
- · Load testing of post-installed anchors/dowels, and
- Non-destructive testing ultrason/c/magnetic particle (NDT UT/MT).

ASSUMPTIONS

- Our pervises will be scheduled, and coordinated by the Oakland Unified School District representative
- The cumplector and subcontractors will maintain a 40-hour work week during normal daytime work hours, and that weekend and eventime work has been included in this cost proposal.
- Conservaces are subject to Californial prevaring wage law.
- It will not be necessary to sign a labor agreement with the Operating Engineers Union for the presect nor will Ninve and Moore's technicians and inspectors need to be members of the core.
- Site visits made by protect charistaff, field inspectors and field technicians will be billed on a portal to contail basis, on a 2-bour minimum with 2-hour increments.
- As the Geotechnical Engineer-of-Record, Ninyo & Moore will partorm soil and foundationbe also construction monitoring for this project.
- · OSA Project Inspector will typically perform inspection services related to
 - Plug ment of reinforcing sevil and embedded elements
 - Fractment of contrale
 - audinating patients, and
 - Installation of poster stalled auchors
- It, ends. Moon with Environment feat number of early obtained anothers as needed.
- How target and wood he ans aGLEs are not a part of this preject and are not included in this system del
- Serve Lobbit Repetition with the manifest during placement of constato;
- Let us the exceptions choose for estimating purposes, we have assumed that a local situation an epitoder with the chosen to provide the structural stock elements for this croppol whether is there our estimate for those webting interpretation services on the assumption and is that is presented with similar types of proveds.
- Units of medits invaluably for extending purposes, we been based our estimate for field, units and performential in exampliast experience with similar types of projects.
- In the ear Poly working scale and the leding of the extended relation of the extended of the exte

2101-35" Avenue Oakiand, California

April 2.3. 012 Proposal No. 1981-040

OVERVIEW OF VARIOUS TASKS

Geotechnical Observation - Testing and Reporting

- · Remarkal Grading removals fill pracement trench bottoms
- · Asphart Concrete sub-grade aggregote base density tests
- Laboratory tests compaction curves, gradations, proctors, Atterberg limits, Event stability and sieve analysis, and
- Provide reports of hold and laboratory results.

Concrete Construction - Concrete/ Placement & Reinforcing Steel

- Material ID, tag, sample and perform bend and tensile testing of reinforcing steel.
- Collect and review taxets for each build of concrete delivered.
- Sampling of concerne participat domainents.
- Max resign review.
- Periodic batch plant inspections, consists of standard batch plant inspection and then following the first truck from the batch plant to the project site.
- Compressive strength testing of specimens of concrete/grout.
- · Picken and delivery of complets to or r laboratory for testing.
- · Review of mulitost reports and numberates of comphance with project documents, and
- Special inspection of the placement of reinforcing steel prior to the placement of concrete in other of bars, size spacing, cleanance, grade, splices, cleanliness and location as per project structural drawness for certifictiong bars, test istrations, bar supports.

Typicasy the inequestion is performed by the Project inspector, but can be provided if remembra-

Steel Construction -- Structural Steel - Field welding & HS Bolting

- Material 10 and review manufactorial conditionales and test reports for consoliar cell
- Esteral dependence realerative to proclamational
- Move with welder contributions
- Receiver to white a proceedance cannot an about the
- 「我们」」。 这些情况的过去式和过去分词的现在分词
- · Canalo to avoieste por white the Millios needer brand.
- English and test Life softs per accest specifications (as non-fed).

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2101 35⁰ Avenue Oakland, California

Load Testing of Post-Installed Anchors/Dowels - Epoxy/expansion

- *Special inspection of post-installed anchors/dewels,
- *Inspect drilled holes for embedment depth, cleanliness and size,
- "Venty product type used, and
- Perform load testing.

We have assumed these inspections will be performed by the Project Inspector

Other: Management Oversight and Technical Support

- * Attend pre-construction & regular construction meetings (if regulated),
- Our registered Engineer will provide oversight.
- Review of submittals concrete mixes designs, welding documents, and submittals.
- Provide technical support.
- · Provide review of testing and inspection reports, and
- Preparation and issue of DSA Final Verified Reports.

PROPOSED ESTIMATED COST

See Appendia "A" for breakdown

TASK	ESTIMATED FEES FOR GEOTECHNICAL AND MATERIALS TESTING AND INSPECTION SERVICES		ESTIMATED FEES	
. 1	E Geotochnical Starvieos		\$20,790	
2	Cast-in Place Concrete	• •	\$17.030	
3	Structural Steel and Weiding - held & bofting		\$40,120	
4	Load Testing Post Installed Anchors/Dowels		\$4,090	
ŝ	Management Oversight Admin, Support, Issue Final Reports		86,225	
	ESTIMATED FEES		\$89,146	

ESTIMATED FEE

We proceed to crowide methods bestrip services on a lime-ond-matter is non-to-exceed without prior approval basic. Our astimated tee for the scope of servicius described herein is approximately \$89,146 (Limity Nine Thousand One Fluedred Forcy Six Decars) for the base 2101 35th Avenue Oakland, California April 23, 2012 Proposal No. P 81764B

scope of services. A detailed breakdown of our estimated fee is presented in the attached Appendix 'A'

This is a time-and-materials, nor-to-exceed estimate, not a lump-sum. We will provide convices on an as called basis and will require 24 hours notice for scheduling inspection and testing visits. Construction services are billed portal-to-portal from our Oakland office. Due to recent and ant-cipated changes to prevailing wage requirements, the Technician rate indicated below may need to be increased based on escalation in accordance with prevailing wage requirements. If required, escalations in Technician rate will be discussed with you prior to taking effect. Rates shown are inclusive of non-specialized equipment needed to complete the work

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) 343-1000.

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

Respondully Submitted NINYO & MOORE

Meyer & Maria

- Genaria K. SS and A. 1982 Herangal Schormer

nas – Kitevas Katekining Rote

AB-VEN,VES,

A tradition of Estimated File Schedule of Fees

Construction C. Educations (systems b)

APPENDIX "A" ESTIMATED FEES FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES P-01764B. OAKLAND USD -Career Technical Science Building Hours Quantity Site Rate Fee Visits Par Visit (Hes / Testa)

and a re a stat r tal day	18	\$	15	\$83	\$
	3	4	*	385	27 723
an mount a restricted and day - the	4	-83	~.	58%	200 7.3
a arena a day	14 A	8	~0	585	400
echanoson - Altine &	\$3	ð	5 C	585	54.090
archar i sga			qub.	Q4 70	\$2 318
at ingrees	4	4	16	3120	S * C
> CL				\$260	\$1 1/10
Arative (ASTRA (422)			2	3 10	\$220
Association of the second line (ASTM D 4318)			ž	\$ 180	\$360
4veem			1	\$ 25	195
Scotechn al For > Reput ner DSA			\$	\$500	3533

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APPENDIX "A' ESTIMA TESTIM	S AND INSPEC			41 - F		
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Techenicius	0	5.	Ę	\$35	50	
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×" - 231 *	¢		5.R	\$\$\$	\$4,080	
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a ana salaka lahérar érongén a rugaz sas pepus sag	93		4	2226	\$1,877	
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OTAL ESTIMATED FEE FOR TESTING AND INS	SOLOTTION SI	EDIACES	A. (A. () (BA) () (\$89.14

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2101 35th Avenue Oakland California

April 23, 2012 Propusal No. P-817648

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL Principal Engineer/Geologist/Environmental Scientist \$ 155 Senior Engineer/Geologist/Environmental Scientist \$ 150 Senier Project Engineer/Geologist/Environmental Sciencet 5 1.21 Project Engineer/Geologict/Environmental Scienti = 10 133 Senior Staff Engineer/Geologist/Environmental Scientist 堂 120 Staff Ergneer/Geologist/Environmental Scient st \$ 110 GIS Analyst \$ 125 Field Operations Manager 3 1:33 100 \$ Supervisory Technikian Nondestructive Examination Technician, UT MT, LP 36 5 ... \$ 96 Senior Field/Laboratory Technician/Inspector d'Laboratory Technician 3 85 Concrete/Asphant Batch Plant Inspector \$ 85 Special Inspector (Asphalt Gancrete Masonry Steel, Welaing ') proofing) 220 35 echnical I ustrator-CAD Operator 36 \$10 80 Interimation Specialist \$ 65 Data Processing, Technical Staling of Reproduction

OTHER CHARGES

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d Vehicle Usinge		12	0 24
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NOTES (Field Services)

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INVOICES

TERMS AND CONDITIONS

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2101 35th Avenue Oakland California

April 23, 2012 Proposal No. P-81764B

SCHEDULE OF FEES FOR LABORATORY TESTING

Sods acess Americang Invest D 4316 C * Cablom S - La ring Relar(20R) D Creation and Suffice Conter + UT + - + GT 422 Consolidation (D 2435, GT 2 11) Cansolidation (Time Rain (D 2436) + 2 Hs Fried Straat Remoticad, C 3460 Control Straat Remoticad, C 3460 C Heat Scient Networks Andre Networks Overs Stream - Grassic result of 200 Duestity CT 220 Expansion - D 4525, UBC 184 Expansion Prestain Birth 20 3468 Expansion Prestains Method CT 48-6 Gestation Tansle and Elongator (CHR32) Typical Conductivity, D 5084. Hydromolyc Analysis, 0 1 201 Hydronider Miniyan, 0 (201) Moskure, Ash, 8 Cranico Haituri, 1996 Granic Solls Moskure, 0 (201) Permaskality C (2012) Process - Joseph J (201 Lang Ang A AV ET X 2 Sang Angkai XO Parto D T Sang Caner, Dissi Torest D, Dissi Si Adobe Sing A A D Trappel ing (L) D 2555 Transmel Compression D 4 L Incommentation D. H. T. Viax Dees: D 1

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Department of Facilities Planning & Management

Request for Signature

To:	Tadashi Nakadegawa
	Timothy E. White
From:	Say <u>a Nh</u> im
Date:	April 25, 2012
Project Numbe	Calvin Simmons Improvements & CTECH Lab
Type of Docum Agreement Req	ient: uest – Ninyo and Moore Amendment #3
Reason for Rea To provide mate	quest: mals testing and special inspection services
Project Manage Please sign:	er Recommendation:

ACORD CERTIFICATE OF LIA	ABILITY	NSURA	NCE	6-17 adecord 05/01/12
керрски Dialey, Renton & Associates 2. O. Box 12675	ONLY A	ND CONFERS	SUED AS A MATTER OF NO NIGHTS UPON THE CATE DOES NOT AME	E CERTIFICATE NO, EXTEND OR
Dakland, CA 94604-2675	AUTER	THE COVERAGE	AFFORDED BY THE PI	AACKS BELOW.
i10 465-3090 Christine Silan		INSURER	S AFFORDING COVERAG	<u>.</u>
	·	and an an	an Chambu Ch of Am	
Ninyo & Moore Chotechnical & Environmental Sciences Consultate 1956 Webster Street, Suite 400 Oakland, CA 94612	. 2 × 3 \$	merican Auton	rty Casualty Co of Am nobile Ins. Co. I Sarpitis Instrance C	۰۰ ۱۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰۰
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AMENDMENT TO INDEPENDMENT CONSULTANT AGREEMENT ROUTING FORM

roject Name		Project Inform	nation	and the second		
Saprica	Calvin Simmons Im Career Tech Lab	*	Site		Simmon	s MS
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	Vorkers compensation insu				ICI 10-0401 4	
and the second		Contractor Info	rmation			
ontractor Name USD Vendor ID 1	Ninyo & Moore	Agen	4	Nick Devlin Project Manage	5 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
breet Address	1956 Webster Street, 1		Oakla		ale CA	7ip 94612
elephone	510-633-5640	Polic	y Expires		3-2	0,2
ontractor History	Previously been an C	OUSD contractor? X Yes	No W	orked as an OU	ISD employ	ee? 🗌 Yes x No
USD Project #	07140	www.copport.com	1999 (1999) - An	10 - 111 - 111 - 11 - 11 - 11 - 11 - 11		27.5844.542.4440.5440.000.000.000.000.000.400 .00 .00
		Term	and the second	and the		
Date Work Will	Begin 8-24-201		Vork Will End B e Iban 5 years Iba		12-31-	2013
		Compensa	tion			
Total Contract	Amount \$	Total	Contract Not To	Evened	\$128.5	15.00
Pay Rate Per H			nument. Chara	and the second sec	3 89 1	and the second second
Other Expense	W. A	and the second se	kion Number	ine one are	T	-
ll you are pla	nning to multi-fund a contract (Budget Infor		Federal Office (elan comple	ting requisition.
Resource #	Funding Source	Or	g Key	Object	Code	Amount
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	provided before the contract is were not provided before a PC		Same Bernet State Bach - ASAM. Mary		ocument affi	ms that to your 510-379-3673
Gapital Progr	ram Contract & Accounting	ar 18-1997-180-arranter, anna a	*	Bookstander Jacobson	16.22	
Manager						www.gopsystemecscoleccoleccolectionspathilities.com
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· Board Office	Use: Legislative File Info.
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Introduction	Date 977 2011
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OAKLAND UNIFIED

Conserver Schools. Calving Sectors:

Memo

То	insuit of Schrödinger
From	The Three Technologies and the Superintendent, Pacetties Management and Management
Board Meeting Date	
Subject	Front woold is spice of Factories Contract - 20020 it shore Through the log in <u>spice provides</u> Provect
Action Requested	1 1
Background	en la servició en la diferencia de servica das Caspanitas dados partes En la servició de servició da la servició da se
Local Business Participation Percentage	
Strategic Alignment	
	(a) Straghted and the consideration of the construction of the



Companyly Schools T wing Sit darks

	The facility needs of students such as prepar tighting, functional roofs, noise control and well maintained buildings, not only convey the message that we fire our students and teachers but may foster a sense of school pride and comminally ownership which may improve attitudes towards learning. The amplementation of the Facilities Master Plan is our first step in that direction
Recommendation	too Ly the Board of Education of a Professional Services Facilities Cost it with <u>Minyo & Moore</u> For <u>Geotech</u> -Services behalf of the District at <u>Calvin Simmons Improvements</u> Project, in an
	ar is it not to exceed <u>\$39,400,00</u> . The term of this Agreement , it is mence <u>\$72472011</u> and shall conclude no later than 127 19 0.1
Fiscal Impact	the to doing source for this project is General Obligation Bond-Measure 8
Altachments	 Protessional Services Contract including scope of work
Key Code:	; 1

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INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

East Independent Contractor Agreement for Services ("Agreement") is made as of August 13, 2011, between the Oakland Unified School District ("District") and <u>Nove &</u> Monet (Constant") (together, "Parties").

- 5 Services The Consultant shall furnish to the District the survices as described in Exhibit. A marked heret y and incorporated herein by this reference ("Declars" or "World") record and into 19, 2011.
- 2 Term Consultant shall commence providing services under this Agreement upon execution of the Agreement by Each parties, and will diligently perform such services as required. The acts the excises and teledule to provide services shall be in period and with the schedule related in the Consultance Proposel, Attachment "Age".
- 3 Submitt of Documents. The Consultant shall not commonce the Work under this Contract into the Consultant has submitted and the District has upproved the outificate(s) and atticked a study of the endomenent(s) of insurance required as anticenest below:

Coned A meement
 Conkert, Compensation Certificate, if nonssory
 in much Biologic and Investigation Certificate, if a conservation
 Insurance Cortificates and Endorsements
 Workford

- Compensation District componisation to the Consultant shall be as set forth in Exhibit "A" in the propose of fee to convinces, but in no event shall fee be increased, and expenses exceed <u>Sec</u>. We construct the express approval of the Board.
- 3 Expenses: Unstruct shall not be hable to Consultant for any costs or exponent paid of as used by a condition of participant services for Draditic during the oppowerd in Arts (humble).
- 6 Independent Contractor: Consultant, in the performance of this Approximate shall be added to use a ster codect contractor. Consultant understands and agrees that holdre and all of the based to the consultant understands and agrees that holdre and all of the based to the locate the consultant understands and agrees that holdre and all of the based to the locate the locate the consultant understands and agrees that holdre and all of the based to the locate the locate the consultant understands and agrees that holdre and all of the based to the locate the locate the consultant understands. The based to the

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- 5 Standard of Care. Consultant's services will be performed, findings obtained, reports and recontaneodations prepared in accordance with generally and currently accepted principles in the stores of basher profession for services to California school districts.
- Originality of Services. Consultant agrees that all technologies formulas, procedures, providences, authods, writings, alians, dialogue, compositions, recordings, teleplays and video provide to propared for, written for, or submitted to the District and for used to connection is to be A propared for, written for or gubarted to Consultant and shall not be connection or an part from any other source, except that submitted to Consultant by District as a basis for used to setuply.
- B: Constright Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without Destruction steeps written permission. District shall have all right, util and interest in said in a tark of a billing the traffit to scenar and mustain the copyright, trademark and/or patent of card matter in the many of the District. Come a tam composition of the matters, for any purpose even with the safe, use, performance and distribution of the matters, for any purpose even many medium.
- Andit Consultant shall establish and maintain basiks, no ords, and systems of account, an accountant with generative accepted accounting principles, reflecting all business operations of Consultant turnsocted under the Agreement. Consultant shall retain these books records, as a construct start shall principle for orbital principles, records, and for the start shall principles and for three types as the active the Period Start of the Agreement of the start shall retain these books and records, as a construct shall principle for the shall principles and for three types as the active start shall principle for the start of the Agreement. Consultant shall retain these books that all the turn of the start of the Agreement, and turns of the start of

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the product contractor system of the special Services.

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of termination. Written notice by Consultant and he sublicient to stop further performance of services to District. Consultant asknowledges that this shirty (30) day sould be period is neceptable so that the District stan assempt to pressure the Services from realist source.

With Cause by District. District may terminate this Agreement upon giving of action names of intention to terminate for a scalar shall be obtained.

- " it material solution of the Agreent at by the Consultate or
- 2.3.3.2. ony set by Consultant exposing the District to fability to others for personal analytic or property damage; or
- Et s. Consultant is adjudged a backropt, Contair mutables a general antigument for the benefit of creditors or creaelser in approach for account of Consultant's medicately.

We use notice by District shall contain the reasons () such intention to terminate and a trac which three (3) cohercher days after that is one of the outdown or violation shall chars an satisfactory arrangements for the control tom diaxof be made, this Agreement shall open the expiration of the three (3) calendati days reaso and terminates. In the chars of this termination, the District may one the recented converses from another the distribution of the three (3) calendati days reaso and terminates. In the chars of this termination, the District may one the recented converses from another the attent. If the expension loss, and course to the District traceords the cost of providing the construction of succession the Courted bart for the intended of y payshe construction descented for us to the District open did is capit of the District's mean of these expenses for another open did is capit of the District's mean of these expenses for another open did is capitable of the District's mean of these expenses for another open to the district open at a study of the District's mean of these expenses for another open to the could be at the district's mean of these expenses for another open to the standard bar the rest of the district's mean open intervals of same open and the open to the standard bar the rest open at the standard bar the rest of the district to are a constant of the set of the open at the standard bar the rest of the standard bar the rest of the standard bar the rest of the set of the standard bar the rest of the set of the standard bar the rest of the standard bar the rest of the standard bar the rest of the set of the standard bar the rest of the set of the

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14 Insurance

- 14.1 The Consultant shall produce and in mark all times it performs any portion of the increases the older normalized con-
 - 19.1 i General Unibility. Million residues of 1,000,0000 combined single limit per cuttories the exhibit of a contract of a spin lipit property densing on the form of Commencies that scheres. It is also not before a contract liability. If Commencies Oriential Unibility is other form on a spin of appropriate limit is used, either the general spin gase unit shall in the represence of a schere blockform the general sequences that the limit is also be a lipit projection atom the general sequences that the limit is also be provided to million the general sequences that the limit is also be a lipit of the spin test.
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 - 14.1 S. Workers' Compensation and Employers' Linbility Insurance. For all of the Consultant's ample pressure of the entry Agreement and to the entry equivalent's apple preduced to the entry Agreement and to the entry and the fit of the entry of the
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ENDER AND STREET FOR CONTRACTOR

the insurer' liability.

e. Each insurance policy required by this clause shall be endersed to state that coverage, shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsenieus affecting general liability and automobile fiability coverage. The endorsements are to be signed by a person authorized by that usurer to bind coverage to a bohalf. All endorsements are to be received and approved by the District before Well commence.

- Assignment. The obligations of the Consultant parameter to this Agreement shall not be assigned by the Consultant.
- 16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations the governing beautifue of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall live all antices required by any law, ordinance, rule and regulation hearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Woll tequal 1 by this Contract is at variance with any such law dinance, rules or regulations, Consultant shall notify the District, in writing and, at the sole option of the District any necessary danges to the scope of the Work shall be made and this Contract shall be appropriate to used in writing, or this Contract shall be terminated effective upon Consultant receiption of any time, ordinances, rules or regulations, without factors and work that is the attent of any laws, ordinances, rules or regulations, without factors any work that is the attent of any laws, ordinances, rules or regulations, without factors any work that is the attent of any laws, ordinances, rules or regulations, without factors any work that is the attent of any laws, ordinances, rules or regulations, without factors any work that is the attent of any laws, ordinances, rules or regulations, without factors any work that is the attent of the scope of the costs arising therefore.
- 17 Permits/Licenses a solution and all Consultant's employees or agent's shall secure and maintain in force (10), a licenses is are required by law in connection, th the furnishing force pressure to this agreement.
- 18. Safety and Security, a many responsible for maintaining s 6 ty in the performance this Agreement. Constitute if he responsible to ascertain from the District the rules and regulations pertanding to safety security and driving on school grounds, particularly when children in present.
- 19 Anti-Discrimination the poll of the District that in connection with all work much as the discrimination against any rample ensured an work because the transmission against any rample ensured an work because the transmission and real condition of the dimentation, geneler or ge and threat the fourier taken the fourier taken the transmission and the second transmission and the dimentation of the dimentati
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provision of service and r this greement. In a tabure time, Consultant will have contact with any pupils, Ce suit and shall comply with the provisions of Education Code section 45125.1 regarding is submission employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not employee to e any contact with District pupils until such time as the Consultant is employee to e any contact with District pupils until such time as the Consultant is employee to e any contact with District pupils until such time as the Consultant is employee to end to be governing board of the District that the employee has not been door, ted et felor, as defined. Education Code section 45122.1. The Consultant's rooms is to be consultant for regardless of whether those individuals are paid or onpaid, concurrently caployed of the District, or acting is independent contractors of the Consultant. Verification compliance with this section and the Criminal Background investigation Certific more than the required with this Agreement, shall be provided in writing to the District or individual's commencement of employment or performing any portion if the regions and incorporation performing any portion if the regions and incorporation is performed by the District of performing any portion.

- 21 District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District on y evaluate the consultant in my manner which is permissible under the law the District evaluation of consultant without limitation:
 - 21.1. Requesting to at District employee(s) evaluate the Consultant and the Consultant's employee : and consultant and the off our performance
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- 2 Limitation of District Lability. Other than approvided in this Age ment, District's limitation of District Lability. Other than approvided in this Age ment, District's limitation obligations under this Agreement shuft be limited to the payment of the compensation provides in this Agreement. Notwithstanding any other provision of this Agreement, no chall District be lipite, regardly of distribution any claim is based on sommet or tort, or green and indirect or mendential damages, including, but not limited to, but profit, or revenue, ansing out of or in connection with this Agreement for the service mention at an connection with this Agreement for the service mention.
- 23. Confidentiality (c) onsultant and all Convertint' rits, personnel, employed (c) for subcontractor(s) (c) matatant the confidentiality of all information received in the course of performing the Set (c) Fais requirement to in intam (c) afidentiality hall extend beyond if terminate (c) (Agreement)
- 14. Notice is not nuclear permuted to be great and of this Agreement shall be deemed to be a standard in the permutation of the permutative defined or the unit to the standard in the permutative defined or the standard in the permutation of the permutation of the permutation of the standard in the standard in the permutation of the standard in the the standard in the standard

Independent Contract - Agreement For Special Strates

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Com Atabek Anwold: Moote 1956 Wobster Stroot, Sto. 400 Ouklash, CA 94612

Any notice personally given or sent by tacch nile transmission shall be effective upon receipt. Any notice sent by the might delivery service shall be a text the business the next it llowing delivery thereof to the overaight delivery service. Any notice server by noil shall be effective directly days after depend in the United States mail.

- 25. California Low. Usis Agreement shall be governed by and the rights, dut es and obligations of the Parties shall be determined and caforced in accordance with the laws of the State of California. The Farties further agree that any action or proceeding brought to out red the removand essentiance of this Agreement shall be indicated in <u>Alameda Cagnity</u>. California.
- 26. Waiver The way or by abber party of any breach of any semi-covenant, or conduct herein covenant, and find, or any subsequent freedom of the same or any other form, to a sub-covenant, condition herein customers?
- 27. Severability II any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, coud or uncertaincesile, the remaining provisions will nevertheless container in full fractional effect, and shelf not be affected, impaired or invalidated in any visio.
- those portation of Regitals and Exhibits the Reenae and each exhibit attached bereforces to reby incorporated berefords and form to

Indexadual Contractor Agreement for Special Services.

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

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20 Date: 20 11 Date: By: By: Print Name: Print Name: Its: Its: OAKLAND UNIFIED SCHOOL DISTRICT By: Dates Gan sident, Board 65 Mucation By: Date: Edgar Rakestraw, Jr., Board Secretary By: Date: Timothy E. White, Assistant Superintendent Facilities Planning and Management

2198 File ID Number:_ Introduction Date: Enactment Number: 11-1765 Enactment Date: 9-14-11 By: 33

Independent Contractor Agreement For Special Services

Page 8

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, PG

Information regarding Consultant:

Consultant:	NINYO & Moone
License No .:	697063
Address:	1956W16542 6t, # 400 Dakland, Ca 94611
Telephone:	570-633-5742
Facsimile:	\$\$ 510-633-5846
E-Mail:	ELArson Chinyo Andmoore.
Partners Limited	al pprietorship híp Partnership

33-0269825

Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of S600.09 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Independent Contractor Agreement For Special Services

Page 9

Attachment A

Scope of Services

- The scope of the project is to provide environmental sampling actives for the new Career Tech Science Lah Building located at the Calvin Simmons Campus. Soil samples will be collected at 6 borng locations for environmental testing to evaluate potential contamination in shallow soil. Based on the results, further soil sampling may be needed.
- The Life Academy Career Tech Lab Building will be relocated to Calvin Simutons campus. In order to appropriate design the foundation, the architect will need to know the composite, Ninyo and Moore will provide this report. Vendor to provide geotech evaluation on the soil.

Independent Cootractor Agreement For Special Services

Page In

... ••• NINYOMOOTH Client#: 704 ACORD. CERTIFICATE OF LIABILITY INSURANCE INTERMEDIN 04/28/11 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION DULY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. Dealoy, Renton & Associates P. O. Box 12675 Oakiami, CA 94604-2675 INSURERS AFFORDING COVERAGE 510 455-3090 Christine Silan muses Trevelers Property Casalty Co of Am Ninyo & Moore Geotechnical & wares American Automobile Ins. Co. Environmental Sciences Consultants exestic Lawington Ins. Co. 1958 Webster Street, Suite 400 ACCESSION. Oakland, CA 94612 SARE COVERAGES THE POLICITED FROM WHICE LIFED INTO INTO AN A 11 M INVESTIGATION OF ADDRESS AND AND A VALUE FOR THE POLICITED ADDRESS AND ADDR THE MADOWNEL DELE 쁥 WERP DIAMON THE DE SCIENCE 0.0015 SCHOOL STREET E1009308247 10703/10 10/03/11 top-convect \$60,000,000 A X House and Links INTERNAL DAMAGE IN CONTRACTOR 1300,000 PLEASE SOME SAME With the second state 110,000 X Contracture *1.000.000 M/r workt X OCP The second se 12,000,000 12,000,000 Cent. According to the American Am American Am American Am American American American American American America CTI - COMPLETING HOLD X 129 X IO A WITH MELE LABORTY 10138585R247 10/00/10 10/03/11 THE LEVEL DOWNLOW \$1,090,000 X ANY MITO ALL CHASED AUTOS (Par Season) SURDE'A SAYNEA SCHEDULED AUTOS х HIND MAY COLUMN TALEY X ADAOAWEANTE PROFFERTY CONSIGE \$ CONTRACTOR OF A DESCRIPTION OF California Longo TV ANY ALTO 23.62 WINDER . ŵ CHRIMINESHT 10022/12 10/03/11 1000,000 CONTRACTOR AND HOULDEN X DOODR 12,000,000 DEDUCTRES HINKIDS W29708075484 05/01/11 35/05/12 1 322 WORKERS CORPENSATION AND SMPLOYZES' LABELITY B +1.000,000 CLASSES - MUNICIPALITY p00,600,th 1.000,000 C OTHER Professional 011003528 10/03/10 1770.5/TS \$5,000,000 per Claims \$5,000,000 Anni Aggr. - Contractor's Pollution Lati. TICH IN C TENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES. HEF Project # 401495032 - City of Oakland, As Needed Environmental Consulting Services. (See Attached Descriptions) CERTIFICATE PRILIDER CARCELLI, MUL ANOVE DESCRIPTION POLICIES BE CAVERLIND THE EXPERIMENT TREALOF, THE MEXICALIZE TOBAL 20___ DAYS WRITTEN City of Oakland - Dept of Contracting & Purchasing CERTIFICATE HIN OF RAMED TO THE LEFT DEMONSTRATION CONSISTERS. REPORTATION AND A REPORT OF THE PROPERTY OF TH Contract Admin. Division 250 Frank H. Ogawa Plaza, Ste 3341 APRENIATION . Oakland, CA 94612 Reli DAC STORE CORPORATION 1988 ACORD 25-5 (7/97)1 012 ###283006

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GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: The City of Oakland, its Councilmembers, directors, officers, agents and employees.

COMMERCIAL GENERAL LIABILITY Insurance is primary and non-contributory per policy form wording.

Severability of Interests apply per policy form wording.

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

AMS 25.3 (07/97) 2 of 2 #M283005

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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Community Thriving Students AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

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1	Servic	es cannot l	be provided until the co	ntract is fully appro	ved and a	Purchase O	rder ha	as been issued.		
			neral liability insurance, ir mpensation insurance ce				ntract is	over \$15,000		
			C	contractor Information	tion					
			o & Moore	Agency's	Contact	Ruchil Shah				
	SD Vendor II			Title	Only	Project Manager				
	et Address		Webster Street, Suite 400		1	land	State	CA Zip 9461		
	phone tractor Histo		33-5640 viously been an OUSD co	Policy Exp	con.commercerencescon and	Vorked as an		employee? Yes x 1		
	tractor Histo SD Project #		un and the second s	AUDICION A TES LIN		FUNCU do dil	00301	emproyee: L 163 X 1		
		1								
				Term						
Da	ate Work W	ill Begin	8-24-2011	Date Work (not more that		By om start date)	-	2-8-2014		
				Compensatio	n		-			
Tr	tal Contrac	t Amount	\$	S Total Contract I		lot To Exceed \$196,3		\$196,386.00		
	ay Rate Per				If Amendment, Changed Amour					
	her Expens			Requisition	water and the second second second	der and the second s				
	and and a state			Budget Informati						
	If you are p	lanning to mu	Iti-fund a contract using LEP			d Federal Offic	e before	completing requisition.		
F	lesource #		Funding Source	Org Ke			ect Cod			
	7710	County S	School Facilities Fund	2059003	821		6252	\$37,840.00		
	annan ar _a ag si ti taga an									
Sen	vices cannot b	e provided be	Approval and fore the contract is fully appr ovided before a PO was issu	Routing (in order or oved and a Purchase C red.			s docum	ent affirms that to your		
	Division He			Phon	e 51	0-535-7038	Fax	510-535-7082		
1.	Director, Fa	cilities Plan	ning and Management					A		
1.	Signature		1/	and a second	Da	ite Approved	12	217/11		
	General Co	unsel, Depar	tment of Facilities Plannin	g and Management			1			
2,	Signature	MM	M		Da	ite Approved	1.	-7-14		
	Associate	Superintende	ent, Facilities Planning and	Management			-1			
3.	Signature	-	12		D	ate Approved				
_	Deputy Su	perintendent								
4.							and the first of the first sectored	n yannan ayanar ay na hafa ta ya na hafa ta ya ya		
	President.	Board of Edu	acation							
							1			

THIS FORM IS NOT A CONTRACT