Board Office Use: Leg	
File ID Number	15-1464
Introduction Date	8-12-2015
Enactment Number	15-1217
Enactment Date	8/12/13 22



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

Memo							
То	Board of Education						
From	Antwan Wilson, Superintendent and Secretary, Board of Education By: Vernon Hal, Senior Business Officer Lance Jackson, Interim Deputy Chief, Facilities Planning and Management						
Board Meeting Date	August 12, 2015						
Subject	Amendment No. 3, Independent Consultant Agreement for Professional Services - Terraphase Engineering, Inc Foster Central Commissary Project						
Action Requested	Approval by the Board of Education of an Amendment No. 3, Independent Consultant Agreement for Professional Services with Terraphase Engineering, Inc. for Excavation Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$80,993.00, increasing previous contract amount from \$145,993.00.00 to a not to exceed amount of \$218,796.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.						
Background	The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (added to the project) for the community.						
Discussion	The excavation activities are required when construction starts and the CEQA work shop was a requirement (requested) during the community meetings to give the community more of an input and knowledge of the work sequences and their input as to all the activities.						
LBP (Local Business Participation Percentage)	84.00%						
Recommendation	Approval by the Board of Education of an Amendment No. 3, Independent Consultant Agreement for Professional Services with Terraphase Engineering, Inc. for Excavation Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$80,993.00, increasing previous contract amount from \$145,993.00.00 to a not to exceed amount of \$218,796.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.						
Fiscal Impact	Measure J						
Attachments	 Independent Consultant Agreement including scope of work 						

www.ousd.k12.ca.us

- Certificate of Insurance
- Consultant Proposal

- Certificate of Insurance
- Consultant Proposal



AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Terraphase Engineering</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>June 26, 2014</u>, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . x The scope of work has <u>changed</u> .
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is excavation oversite</u> <u>during excavation activity</u> , and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (added to the project) for the community
2.	Terms (duration): X The term of the contract is <u>unchanged</u> .
	If term is changed: The contract term is extended by an additional, and the amended expiration date is
3.	Compensation: The contract price is <u>unchanged</u> .
	If the compensation is changed: The contract price is amended by
	X Increase of \$80,993.00 to original contract amount
	Decrease of \$ to original contract amount
	and the new contract total is Two hundred eighteen thousand, seven hundred ninety six dollars (\$218,796.00)

- 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:

X 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	1-14-2015	The scope of the project is to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant has included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.	\$38,965.00
2	3-25-2015	The scope of the project is to cover taking ten (10) shallow soil samples. The samples will be tested for leachable lead and total petroleum hydrocarbons.	\$8,190.00

Contract No.

P.O. No.

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.

CONTRACTOR

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Date

6-29-2015 Date ontractor Signature PRESIDENT NCIPAL Hydrogedist Print Name, Title

Antwan Wilson, Superintendent Secretary, Board of Education

Date

cance Jackson, Interim Deputy Chief Facilities, Planning and Management

File ID Number: 15-1464 Introduction Date: 8 Enactment Number: 15 Enactment Date: By: pr

EXHIBIT "A" Scope of Work

Contractor Name: Terraphase Engineering, Inc.

Billing Rate: Eighty thousand, nine hundred ninety-three dollars and no cents (\$80,993.00)

1. Description of Services to be Provided

The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (added to the project) for the community

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

usit Susie Butler-Berkley

Susie Butler-Berkley Contract Analyst

() terraphase engineering

May 15, 2015

EXHIBIT A

Mr. Tadashi Nakadegawa c/o Mr. John Esposito Director of Facilities Oakland Unified School District 955 High Street Oakland, CA 94601

sent via email to john.esposito@ousd.k12.ca.us

Subject: Proposal for Excavation Oversight Lead-Impacted Soils and Completion of the Mitigated Negative Declaration CEQA Document for the Proposed Central Commissary Facility at Foster Elementary School Site, 2850 West Street, Oakland, CA 94608

Dear Mr. Nakadegawa:

×

Terraphase Engineering Inc. (Terraphase) thanks the Oakland Unified School District (the District) for the opportunity to submit this Proposal for Excavation Oversight of Lead-Impacted Soils and Completion of the Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document for the proposed Central Commissary Facility at Foster Elementary School, 2850 West Street, Oakland, CA 94608 ("the Site").

The original proposal for this project, dated June 13, 2013, had a total estimated cost of \$165,000. Since the time that proposal was submitted, the project scope has changed from rehabilitation of an existing building to demolition of the existing building and construction of a new building to house the proposed Central Commissary Facility. Based on the change in the project scope, additional tasks were necessary which added expenses not previously contemplated under the original project description.

On April 7, 2014, Terraphase submitted a new proposal and received authorization to perform the additional tasks, at an estimated cost of \$90,648, for a new total of \$255,648.

In October 2014, the scope was again revised to reflect additional meetings, changes to technical studies (air, noise and traffic) based on modifications to the proposed commissary project layout and construction plan. A \$38,965 budget increase was approved (including a \$15,000 contingency).

In February 2015, an \$8,190 change order was approved to conduct additional soil investigation activities at the Site.

This proposal outlines new tasks and costs related to project updates discussed with Mr. John Esposito on May 6, 2015. Specifically, the changes to the scope of CEQA services are based on the addition of the District requested CEQA Public Workshop which occurred on May 2, 2015, and the anticipated level of comments that may be received during the public comment period.

Scope of Work

The costs below are listed per task and do not include the contingency, which is provided as a separate item.

Task 1: Excavation Oversight and Confirmation Sampling - \$24,333

This task includes the following activities prior to the initiation of field activities:

- Participating in two conference calls with the selected removal contractor in preparation for the excavation to clarify the scope of work and to coordinate the field activities. This will include a review of the required truck route for the project.
- Updating the Site-specific health and safety plan (HASP) as needed to reflect changes in excavation procedure, equipment (such as x-ray fluorescence (XRF)), etc. Site personnel will be required to familiarize themselves with the HASP and sign an acknowledgment that they have read the HASP.
- Obtaining field equipment and supplies for the excavation oversight including equipment for conducting real-time dust monitoring, XRF and sample jars for the excavation confirmation samples (field and laboratory).

In addition to the pre-field activities described above, this task includes the following field activities:

- Conducting oversight during the excavation and off-haul of lead-impacted soil.
 - Terraphase will maintain a tracking log for each truckload of soil that is transported off-site including the associated manifest number (for California-regulated hazardous waste) or bill of lading number (for non-hazardous soil).
- Conducting air monitoring in accordance with the HASP during the excavation and off-haul of lead-impacted soil. Air monitoring will not be conducted under this proposal during backfill activities.
 - A portable meteorological station will be used to collect continuous and daily average information about wind patterns present at the Site.
 - A total of five PDRs will be used for monitoring fugitive dust emissions (four perimeter monitoring stations and one personnel monitor).
 - Air monitoring equipment (PDRs) will be field calibrated in accordance with manufacturer recommendations.
 - Readings will be taken at least 3 times each day from the meteorological station and realtime dust monitors during excavation and off-haul activities.
 - Monitor wind and dust levels, and alter or stop work in accordance with the action levels identified in the HASP.

- Air monitoring data collected from the PDRs will be downloaded daily and reviewed to evaluate the effectiveness of dust suppression techniques employed by the removal contractor at the Site during the excavation of lead-impacted soil.
- Visual dust monitoring.
- Documentation of dust control measures taken, such as watering of soils, street sweeping, etc.
- Collecting excavation confirmation samples from the excavation bottom and sidewalls.
 - Terraphase assumes a total of 13 samples will be collected. A total of 2 bottom samples and 2 sidewall samples will be sent for laboratory analysis. The remaining samples will be analyzed by XRF.
 - Confirmation samples submitted to the laboratory will be analyzed for lead and arsenic using United States Environmental Protection Agency (EPA) Method 6010, total petroleum hydrocarbons (diesel and motor oil; EPA Method 8015B), organochlorine pesticides (USEPA Method 8081), and polycyclic aromatic hydrocarbons (PAHs; USEPA Method 8270C-SIM). To keep with the project schedule, an expedited turn-around time of 24-hours will be requested from the lab.
 - Field XRF analysis will be conducted using ex-situ protocol, and a Thermo Scientific Niton XL3 analyzer (Niton XL3) or similar instrument. The XRF will be the primary approach for analysis of confirmation soils to verify that the cleanup goal is achieved.
 - If the results of confirmation samples indicate lead was detected at a concentration greater than 80 milligrams per kilogram (mg/kg), additional excavation and confirmation samples may be required.
- During backfill, a nuclear density gauge technician would be present to confirm adequate compaction. The removal action contractor will be responsible for environmental testing of the backfill material.

Terraphase assumes the excavation and off-haul of lead-impacted soil will take up to six days in the field. Terraphase assumes no additional waste characterization sampling will be required for the excavated soil.

Task 2: Preparation of Removal Action Completion Report - \$9,436

Upon completion of the excavation and off-Site disposal of the lead-impacted soil, Terraphase will prepare the Removal Action Completion Report (RACR), which summarizes the excavation activities and, at a minimum, will include the following information:

- A summary of field and laboratory activities;
- Tabulated air monitoring, XRF data, laboratory data, and laboratory data reports;
- Figures presenting excavation and sample locations;
- Copies of the air monitoring data downloaded from the PDRs; and
- Total quantities of excavated material disposed as Class II material and as California-regulated (non-RCRA) hazardous waste and copies the hazardous waste manifests.

This estimate assumes preparing responses to one set of comments from the District on the RACR.

Task 3: Final CEQA Activities - \$88,371 (Total of all Task 3 Subtasks)

Completed Out-of-Scope Subtask 3.1: CEQA Workshop - \$20,708

The CEQA Workshop was requested by the District in order to assist stakeholders in understanding the environmental impacts associated with the project. Terraphase, Placemakers, CHS and Mr. Geoff Horneck supported the CEQA Workshop through the following activities:

- Attendance of the following meetings:
 - March 20th: Ms. Hale, Mr. Gibbs and Ms. Jeffery with the District.
 - March 27th Ms. Hale and Ms. Jeffery with the District.
- Coordination by Ms. Hale and Ms. Jeffery of subcontractors and planning of meeting.
- Preparation of presentation materials by Ms. Hale, Ms. Jeffery, Ms. Lee and Mr. Horneck.
- Review of presentation materials with the District, NIAM, and West Oakland Environmental Indicators Project (WOEIP) on April 30th.
- Revision of presentation materials by Ms. Hale, Ms. Jeffery, Ms. Lee and Mr. Horneck following April 30th meeting in response to WOIEP comments.
- Attendance of CEQA Workshop by Ms. Hale, Mr. Gibbs, Ms. Jeffery, Ms. Lee and Mr. Horneck.

Increased Scope Subtask 3.2: CEQA Services – Additional \$41,470

This budget increase reflects the following additional tasks:

- Response to public comments on Draft MND/IS.
- Attendance of one meeting to review final administrative draft MND/IS prior to publication. We assume Ms. Jeffery will attend a two hour meeting.
- Word processing and graphics associated with the publication of the Draft MND/IS.
- Continued project management as it pertains to CEQA compliance and coordination with the CEQA team, CAW, District and public review/reporting process.

Increased Scope Subtask 3.3: Air Quality and Noise Section – Additional \$3,080

This budget increase reflects the following additional tasks:

- Revision of sections in accordance with Placemakers recommendations following CEQA Workshop. The previous scope did not anticipate revisions based on public comments. (In Progress)
- Attendance of noise mitigation meeting (Completed)

• Response to public comments on Draft MND/IS. We assume a total of 12 hours for this task.

Increased Scope Subtask 3.4: Traffic Section – Additional \$7,128

This budget increase reflects the following additional tasks:

- Revision of sections in accordance with Placemakers recommendations following CEQA Workshop. The previous scope did not anticipate revisions based on public comments. (In Progress)
- Response to public comments on Draft MND/IS.
- Finalization of Traffic Study Report.

Increased Scope Subtask 3.5: Hazards and Hazardous Materials, Geology and Soils, and Hydrology and Water Quality Sections – Additional \$11,413

This budget increase reflects the following additional tasks:

- Revision of sections in accordance with Placemakers recommendations following CEQA Workshop. The previous scope did not anticipate revisions based on public comments. (In Progress)
- Attendance of noise mitigation meeting (Completed)
- Publication and circulation of Draft and Final MND/IS
- Response to public comments on Draft MND/IS. We assume a total of 20 hours for this task.
- Attendance of one meeting to review final administrative draft MND/IS prior to publication. We assume Ms. Hale and Mr. Gibbs will attend a two hour meeting.

Increased Scope Subtask 3.6: Project Management - \$4,572

Due to the lengthened timeline of the project and need for additional coordination of the subcontractors, the project management task has been increased.

Cost Estimate

A twenty percent contingency has been added to the project as shown in the following table, which will not be used without District approval. Our not-to-exceed cost for performing the work is \$146,568 (\$122,140 plus contingency of \$24,428). A summarized cost estimate identifying the costs per task with and without the contingency is provided in the following table (Note: the budgets for the Task 3 subtasks are identified in the text above).

	Task 1 Excavation Oversight and Confirmation Sampling	Task 2 Removal Action Completion Report	Task 3 Final CEQA Activities	Project Totals			
Totals Estimated Project Costs (Without Contingency)	\$24,333	\$9,436	\$88,371	\$122,140			
Contingency (20%)							
Totals Budget Request (inclu	udes contingency)			\$146,568			

In order to prevent delay of the project, we are conducting the aforementioned out of scope tasks under our currently approved contract.

Closing

Thank you for the opportunity to provide the District with this change order. If you have any questions or comments regarding this submittal, please contact Alice Hale at 510-390-1276 or Alan Gibbs at 916-240-2293.

Sincerely,

For Terraphase Engineering Inc.

Alan Gibbs, P.G., C.Hg. Vice President/Principal Hydrogeologist

cc: Mr. John Esposito, OUSD Project Manager Mr. Jeff Raines, Terraphase

Attachment: Detailed Cost Estimate

Alice Hale

Senior Project Engineer

nis proposal is hereby accepted by a duly authorized representative of the Client to whom it is Idressed:	
gnature:	
inted Name:	

Title:

Date:

Terraphase Engineering Inc.

Table 1 Time and Materials Cost Estimate Oakland Unified School District

Central Commissary Project

Cabegory	Units	Standard Rate	Discount		Rate	Tat Impacted Soil Re	sk 1 moval Oversight	Task 2 Removal Action C Report	ompletion	Task : CEQA Wo		Task Placemakers (Task Air Quality and N		Task Traffic		Tasi Terraphas	: 3.5 e Sactiona	Task : Project Man		TOT	TALS
		Nate				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
LABOR																							
Principal	hour	\$ 210.0	0 10%	s	189.00	10	\$1,890	5	\$945	11	\$2,079		\$D		SO		\$0	7	\$1,323	8	\$1,512	41	\$7,74
Associate		\$ 190.0		s	171.00		\$0		SO		\$0		\$0		\$0		\$0		\$0		so	0	\$
Senior Project		\$ 170.0		s	153.00	15	\$2,295	10	\$1,530	44	\$6,732		\$0		\$0		50	30	\$4,590	20	\$3,060	119	\$18,20
Project	hour	\$ 148.0		s	133.20		\$0	44	\$5,861		\$0		\$D		50		SO		SD		so	44	\$5,81
Senior Staff		\$ 128.0		s	115.20		\$0		\$0		so		SO		\$0		50		SO		50	0	
Staff II		\$ 112.0		s	100.80	80	\$8,064		50		so		SD		\$0		50		so		\$0	80	\$8,D
Staff I	hour	\$ 95.0		ŝ	85.50		\$0		SO		so		SD		\$0		50		50		so	0	
Editor		\$ 112.0		Ś	100.80		50	5	\$504		so		SD SD		50		50		50		so	5	551
Staff N CADD Operator	hour	\$ 108.0		s	97.20	3	\$292	s	\$486	3	\$292		ŚD		50		so		SO		\$0	11	\$1,06
Administrator 1	hour	\$ 77.0		s	69.30		\$01	-	so		\$0		50		ŚD		50		\$0		\$D.	0	
Technician II		\$ 103.0		s	92.70		so		sol		50		50		50		50		SD		so	ů.	5
Technician I	hour	\$ 67.0		6	60.3D		50		sol		so		SD		\$0		SO		\$D1		sol	0	
Total Terraphase Labor	11041	J 07.4	0 10%	1	00.50		\$12,541		\$9,326		\$9,103		\$0		\$0		\$0		\$5,913		\$4,572	0	\$41,45
DIRECT COSTS							\$12,541		22,340		\$5,203		\$0		201		30		20,813		99,512		\$74,43
Rental Equipment and Supplies																							
Real Time Dust Monitors	Unit-Weeks	\$ 75	0	s	750	5	\$3,750		\$0		\$0		so	_	\$0		50		\$0		\$0	5	\$3,75
Weather Station				•	340	1	\$3,750		50				50		50		50		\$0		\$0 \$D	1	\$34
YAE				ş	1,775	1	\$340		50		\$0 \$0		50		50		50		\$0		50	1	\$1.77
Total Equipment	Week	5 1,71	>	\$	1,775	1	\$1,775		\$0		\$0		\$0		50		50		50		\$0	4	\$1,77 \$5,85
					-		\$5,865		50		\$0		\$0		50		50		20		90		33,66
Subcontractor									Lin		10.000												
Placemakers (CEQA Services)		\$ 175.0		\$	175.00		50		\$0	30	\$5,250	180	\$31,500		\$0		\$0		SD		\$0	210	\$36,75
CHS (Traffic)		\$ 120.0		\$	120.00		\$0		\$0	30	\$3,600		50		\$0	54	\$5,480		\$D		so	84	\$10,08
Geoff Horneck (Air and Noice)		\$ 100.0		5	100.00		\$0.		50	17	\$1,700		\$0	28	\$2,800		\$0		50		50	45	\$4,50
Nuclear Density Gauge Technician		\$ 1,200.0		5	1,200.00	1	\$1,200		50		\$0		\$0		\$0		\$0		SO		\$0	1	\$1,20
Nuclear Density Gauge Report		\$ 50.0		\$	50.00	1	\$50		so		\$0		\$0		50		\$0		50		\$0	1	\$5
Nuclear Density Gauge Technician Mileage		\$ 0.9		Ş	0.95	80	\$76		so		\$0		\$0		\$0.		\$0		\$0		\$0	80	\$7
Geotechnical Laboratory Testing of Fil	Each	\$ 280.0	0	\$	260.00	1	\$280		so		\$0		\$0		SD.		\$0		\$0		SD	1	\$28
Confirmation sample - Lead and Arsenic (EPA Test Method 6010)	Each	\$ 44.0		s	44.00	4	\$176		-		so				60		10		60		50		\$17
markup		\$ 44.L \$ 40.C		\$	40.00	4	\$160		50		50		50		50		50		50		50	4	\$16
Confirmation sample - TPH (EPA Test Method	Calch	\$ 40.L	U	\$	40.00	4	2100		20		20		20		50		20		20		20		210
80158)	Each	\$ 49.0	n	s	49.00	4	\$196		ŝn		so		50		so		\$0		sol		so	4	\$19
Surcharge for 24-hour turn around time - 100%	diameter 1	· · · · · ·		*	11.00		1.00														-		
markup	Each	\$ 45.0	D	\$	45.00	4	\$180		\$0		SD		\$0		50		\$0		50		so	4	\$180
Confirmation sample - Organochlorine Pesticides																							
(EPA Test Method 8081)		\$ 99.0		\$	99.00	4	\$396		\$0		\$0		\$0		\$0		50		\$0		so	4	\$39
markup	Each	\$ 95.0	D	\$	95.00	4	\$380		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$38
Confirmation sample - PAH (EPA Test Method 8270C SIM)	P-sh				120.00				-						4-				4.		śn		
SIM) Surcharge for 24-hour turn around time - 100%	Each	\$ 129.0	0	\$	129.00	4	\$516		50		\$0		50		so		\$0		\$0		50	4	\$510
markup	Each	\$ 125.0	0	s	125.00	4	\$500		so		sol		so		śn		\$0		\$0		so	4	\$50
Total Subcontractor	Langer			*			\$4,110		50		\$10,550		\$31,500		\$2,800		56,480		\$0		\$0	-	\$55,440
Expenses	_						0.4440			-			500,000		0.0000		10/100				4-1		
Production and Mailing	lump	\$ 300.0	2	ş	100.00		50	1	\$100		\$0		\$0		\$0		\$0	50	\$5,000		\$0	51	\$5,100
Placemakers - Word Processing and Graphics		\$ 6,200.0		ŝ	6,200,00		sol		\$0		\$0	1	\$5,200		50		ŝ		\$0,000		so	1	\$6,20
Total Expenses	(prop	0,200.0		*	Jan a Alan a Ala		50		\$100		50		\$6,200		\$0		\$0		\$5,000		50		\$11,300
Direct Cost Handling Charge		15%	33%	1	10.0%		\$998		\$10		\$1,055		\$3,770		\$280		\$648		\$500		\$D		\$7,26
Total Direct Costs with Handling Charge			_				\$10,973		\$110		\$11,605		\$41,470		\$3,010		\$7,128		\$\$,500		\$0		\$79,86
TERRAPHASE EQUIPMENT																							
PPE		\$ 15.0		\$	15.00	6	\$90		\$0		50		\$0		50		\$0		50		\$D	6	\$9
Decon Supplies	day	\$ 30.0		\$	30.00	6	\$180		50		so		\$0		\$0		\$0		\$0		SD	6	\$18
Truck	week	\$ 550.0)	\$	\$50.00	1	\$\$50		\$0		\$0		\$D		\$0		\$0		\$0		\$0	1	\$55
Total Terraphase Equipment							\$820		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$82
Totals Estimated Project Losts																							
(Without Contingency)							\$24,333		\$9,436		\$20,708		\$41,470		\$3,080		\$7,128		\$11,413		\$4,572		\$122,14
Contingency		20%		3	20.0%																		\$24,428
		2070		-																		_	9-1944
Total Budget Request																							

Terraphase Engineering, Inc.

A	CORD [®] CERT	IFIC	ATE OF LIA	BILITY IN	ISURA	NCE	DATE (11/20/2	MM/DD/YYYY) 2014
CB	HIS CERTIFICATE IS ISSUED AS A M ERTIFICATE DOES NOT AFFIRMATIV ELOW. THIS CERTIFICATE OF INSU EPRESENTATIVE OR PRODUCER, AN	VELY OF	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED E	Y THE	POLICIES
th	MPORTANT: If the certificate holder is the terms and conditions of the policy, ertificate holder in lieu of such endors	certain p	olicies may require an en					
PRO	DUCER hael J Hall & Company	ement(e)		CONTACT NAME: Michae PHONE (A/C, No. Ext):360-59 E-MAIL	I J Hall & Co 98-3700	mpany: CA License #C	79244	5
96	Insurance Services 60 10th Ave NE Ilsbo WA 98370			ADDRESS:GETUICate	esternalianut	company.com		NAIC #
INSU	JRED	0811		INSURER A SENTIN				11000
	raphase Engineering Inc	0011		INSURER B :Admiral	insurance (Joinpany		r fannerfanne deren ander
140	4 Franklin Street, Suite 600			INSURER D :				
Dal	kland CA 94612			INSURER E :	quaddige	anna an ann an an ann an an an an an an		
				INSURER F :				
co	VERAGES CER	TIFICATE	NUMBER: 1862459903	CONTRACTOR OF THE OWNER OF TAXABLE PROPERTY OF		REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F XCLUSIONS AND CONDITIONS OF SUCH I	OUIREME PERTAIN, POLICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY CONTRACT D BY THE POLICIE BEEN REDUCED BY	OR OTHER	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	CT TO	WHICH THIS
NSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
3	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY		FEIECC1046601	10/4/2014	10/4/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$3,000,000 (a) \$50,000	
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$5,000	
	X XCU					PERSONAL & ADV INJURY	\$3,000,000	
	X Separation Insds					GENERAL AGGREGATE	\$3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$3,000, S	***************************************
	AUTOMOBILE LIABILITY		52UECPE4568	3/7/2014	3/7/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000.	000
	X ANY AUTO					BODILY INJURY (Per person)	S	
	ALL OWNED SCHEDULED AUTOS AUTOS					BODILY INJURY (Per accident)	S	
	HIRED AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
3	X UMBRELLA LIAB X OCCUR		FEIEXS1799200	10/4/2014	10/4/2015	EACH OCCURRENCE	\$2,000,	000
	X EXCESS LIAB CLAIMS-MADE				energy and a second second	AGGREGATE	\$2,000,	000
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		2		E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below		-			E.L. DISEASE - POLICY LIMIT	\$	
3	Professional Liab: Claims Made Contractors Pol Liab;Occurrence	FEIECC1046601	10/4/2014	10/4/2015	\$3.000,000 Per Claim \$3.000,000 Per Claim	\$3,000,0 \$3,000.0	000 Aggrega 000 Aggrega	
Cer	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL tifficate Holder(s) is/are an Additional uired by written contract or agreemen other insurance maintained by the A progation applies to the Commercial (Insured nt regard Additiona	on the Commercial Gen ling activities by or on be I Insured shall be excess	eral Liability, Cor half of the Name s only and non-co	tractors Pol d Insured. T	his insurance is priman ith this insurance. A wa	y insurativer of	ance and
CE	RTIFICATE HOLDER			CANCELLATION				
				SHOULD ANY OF	THE ABOVE	DESCRIBED POLICIES BE C IEREOF, NOTICE WILL		

COMMERCIAL AUTOMOBILE HA 99 16 09 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of

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

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- Paragraph A.1. WHO IS AN INSURED
 of Section II Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.
- (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

- a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
 - Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the

- b.\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. -

CLAIM, SUIT OR LOSS - of SECTION IV -BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. -POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV -BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "ncn-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.



Terraphase Engineering Inc Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10/4/2012 attaches to and forms a part of Policy Number FEI-ECC-10466-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



Terraphase Engineering Inc Endorsement Number: 6

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/4/2012 attaches to and forms a part of Policy Number FEI-ECC-10466-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

AMENDMENT 3 INDEPENDENT CONTRACT ROUTING FORM

					Project	Information					
Pro	ject Name	Fos	ter Cent	ral Commissary			Site	184			
					Basic	Directions					
	Service	es can	not be pr	rovided until the co	ontract is f	fully approved	l and a	Purchase O	rder has	s been issued.	
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	ntractor Name			e Engineering, Inc.		Agency's Cor	ntact	Alan Gibbs			
	SD Vendor ID		061420			Title		Project Mana			
	eet Address			klin Street		City	Oak		State	CA Zip 94612	
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THIS FORM IS NOT A CONTRACT

Board Office Use: Le	gislative File Info.
File ID Number	15-0425
Introduction Date	3-25-2015
Enactment Number	15-8355
Enactment Date	3/25/15 01



Memo

То	Board of Education						
From	Antwan Wilson, Superintendent and Secretary, Board of Education By: Mia Settles-Tidwell, Chief Operations Officer Timothy White, Deputy Chief, Facilities Planning and Management						
Board Meeting Date	March 25, 2015						
Subject	Amendment No. 2, Independent Contractor Agreement - Terraphase Engineering, Inc Foster Central Commissary Project						
Action Requested	Approval by the Board of Education of Amendment No. 2, Independent Contractor Agreement with Terraphase Engineering, Inc. for Environmental Testing Services on behalf of the District at Foster Central Commissary Project, in an amount not-to exceed \$8,190.00 increasing previous contract amount from \$129,613.00 to a not to exceed amount of \$137,803.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.						
Background	The results will be used, if needed, to be presented to the landfill accepting the excavated material during this phase of the work. If this information is not readily available, the landfill will not accept the soil.						
Local Business Participation Percentage	84.00%						
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.						
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.						

www.ousd.k12.ca.us



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thriving Students

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 with Terraphase Engineering, Inc. for Environmental Testing Services on behalf of the District at Foster Central Commissary Project, in an amount not-to exceed \$8,190.00 increasing previous contract amount from \$129,613.00 to a not to exceed amount of \$137,803.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact Measure J

Attachments

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



OAKLAND UNIFIED

AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Terraphase Engineering, Inc.</u> OUSD entered into an Agreement with CONTRACTOR for services on <u>June 26, 2014</u>, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . x The scope of work has <u>changed</u> . If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work. The CONTRACTOR agrees to provide the following amended services: The scope of the project is to cover taking ten (10) shallow soil samples. The samples will be tested for leachable lead and total petroleum hydrocarbons.
2.	Terms (duration): X The term of the contract is unchanged. The term of the contract has changed. If term is changed: The contract term is extended by an additional, and the amended expiration date is
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 \$8,190.00 to original contract amount Decrease of \$ to original contract amount and the new contract total is One hundred thirty-seven thousand, eight hundred three dollars and no cents (\$137,803.00)

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:

X 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	1-14-2015	The scope of the project is to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant have included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.	\$38,965.00	

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

GAKLAND UNIFIED SCHOOL DISTRICT <u>2426/5</u> Date James Harris, President, Board of Suication

Date

Antwan Wilson Superintendent Secretary: Board of Education

Timothy White, Debuty Chief Facilities, Planning and Management

File ID Number: 15-0 Introduction Date: 3/29 Enactment Number: 3/25 Enactment Date: BYONS

CONTRACTOR

Date Contractor Signature Victoria Print Name. Title 66400

Page 2 of 3

Amendment to Professional Services Contract

Page 3 of 3

EXHIBIT "A" Scope of Work

Contractor Name: Terraphase Engineering, Inc.

Billing Rate: Eight thousand, one hundred ninety dollars and no cents (\$8,190.00)

1. Description of Services to be Provided

The scope of the project is to cover taking ten (10) shallow soil samples. The samples will be tested for leachable lead and total petroleum hydrocarbons.

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

ly2-11-2015 is

Susie Butler-Berkley Contract Analyst

POLICYHOLDER COPY



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-18-2014

GROUP: POLICY NUMBER: 1955634-2014 CERTIFICATE ID: 34 CERTIFICATE EXPIRES: 10-16-2015 10-16-2014/10-16-2015

OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH ST DAKLAND CA 94801-4404

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Va Kan and

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER DCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-16 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - RAINES, JEFF, SECRETARY - EXCLUDED.

ENDORSEMENT #1600 - ROMOLO, ANDREW, TREAS - EXCLUDED.

ENDORSEMENT #1600 - ZAWISLANSKI, PETER, VICEPRES - EXCLUDED.

ENDORSEMENT #1600 - CARSON, WILLIAM, PRESIDENT - EXCLUDED.

ENDORSEMENT #2005 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-18-2011 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2670 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2014-10-18 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: OAKLAND UNIFIED SCHOOL DISTRICT

EMPLOYER

NB

() terraphase engineering

January 19, 2015

EXHIBITA

Mr. Tadashi Nakadegawa Director of Facilities Oakland Unified School District 955 High Street Oakland, CA 94601

Subject: Proposal for Conducting Waste Analysis Screening for the Proposed Central Commissary Facility at the Foster Elementary School Site, 2850 West Street, Oakland, CA 94608

Dear Mr. Nakadegawa:

Terraphase Engineering Inc. (Terraphase) thanks the Oakland Unified School District (OUSD) for the opportunity to submit this Proposal for Conducting Waste Analysis Screening for the proposed Central Commissary Facility at Foster Elementary School, 2850 West Street, Oakland, California 94608 ("the Site", Figure 1).

Scope of Work

Terraphase will collect ten (10) shallow soil samples at the locations where previous work indicated the presence of soil with lead concentrations above the applicable human health screening criteria. The samples will be analyzed for leachable lead and total petroleum hydrocarbons (TPH) in the gasoline range, benzene, toluene, ethylbenzene and xylenes (BTEX) and TPH in the diesel and motor oil range. Sample material will be kept at the laboratory for six months after the testing in case additional data is requested by the receiving landfill.

The holes will be backfill and grouted to the surface with either neat cement or cold-patch asphalt per the direction of OUSD. The results of the testing will be documented in a letter report to OUSD.

Cost and Schedule

Our not-to-exceed cost for performing the work is \$8,190. A detailed cost estimate is attached in Table 1. We are prepared to begin work immediately upon receiving authorization from OUSD.

Terraphase Engineering Inc. 1404 Franklin Street, Suite 600 Oakland, California 94612 www.terraphase.com Proposal for a Waste Characterization Study for the Proposed Central Commissáry Facility at Foster Elementary School Site, 2850 West Street, Oakland, CA 94608

CLOSING

Thank you for the opportunity to provide OUSD with this proposal. If you have any questions, please free to call Jeff Raines at (510) 645-1853 or Alan Gibbs at (916) 240-2293.

Sincerely,

Jeff Raines, P.E. (C51120), G.E. (2762) Principal Engineer

Alan Gibbs, P.G. C.Hg. Principal Hydrogeologist Vice President

This proposal is hereby accepted and duly authorized representative of the Client to which it is addressed:

Signature:___

Printed Name:______

Title:

Table 1 Time and Materials Cost Estimate Waste Characterization Study Foster Elementary, Oakland, California

A HILL AND A REAL PROPERTY AND

Category	Units	Standard Rate	Discount		Rate	Task 1 Field Work		Task 2 Letter Report		Task 3 PM		TOTALS	
						Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Labor					2			1					
Principal	hour	\$205.00	10%	\$	184.50	6	\$1,107	4	\$738	1	\$185	11	\$2,030
Senior Staff	hour	\$120.00	10%	\$	108.00	12	\$1,296	4	\$432		\$0	16	\$1,72
Staff I CADD Operator	hour	\$90.00	10%	\$	81.00		\$0	6	\$486		\$0	6	548
Administrator 1	hour	\$75.00	10%	5	67.50		50	1-	\$0	2	\$135	2	\$13
Total Terraphase Labor							\$2,403		\$1,656		\$320		\$4,37
Direct Costs				-		Y	Y	1			- and	1	
Rental Equipment													
Misc field sampling equip	day	\$100.00		\$	100.00		\$0		\$0		\$0	0	SI
Concrete Corer	hour	\$150.00		\$	160.00	3	\$480		\$0		\$0	3	\$480
Personal protection	day	\$25.00		\$	25.00	1	\$25		\$0		\$0	1	\$25
Total Equipment							\$505	-	\$0		\$0	1	\$50
Subcontractor						2		in an		1			
Geoprobe Contractor	day	\$ 1,650.00		5	1,800.00		\$0		\$0		\$0		\$0
Mobilization	day	\$ 150.00		\$	150.00		\$0		\$0		\$0		50
Repair	holes	\$ 5.00		\$	5,00	10	\$50		\$0		50	10	\$50
Decon supplies	day	\$ 250.00		\$	250.00	1	\$250		\$0		\$0		\$25
Hand Auger	day	\$ 45.00		\$	45.00	1	545		50		\$0		\$4
Analytical lab (Leachable lead and TPH)	sample	\$ 250.00		\$	250.00	10	\$2,500		\$0		50		\$2,50
Total Subcontractor Costs							\$2,845		\$0		\$0		\$2,84
Expenses				-	1.683	1. 24 3	-					-	
Permits	lump	\$ 530.00		\$	530,00		\$0		\$0		\$0	0	ŞI
Contra Costa County Hourly Inspector	hour	\$ 100.00		\$	100.00		\$0		\$0		\$0		\$1
Mailing	lump	\$ 50.00		\$	50.00		50		\$0		\$0		\$1
Miscellaneous	lump	\$ 100.00	-	5	100.00		\$0		\$0		\$0		\$
Total Expenses						-	\$0		\$0		\$0		\$1
Direct Cost Handling Charge		15%		_	10.0%		\$335		\$0	-	\$0	-	\$33
Mileage	mile	\$ 0.55	-	5	0.55		\$0	-	\$0		\$0	0	5
Truck	week	\$400		\$	400.00		\$0		\$0		\$0		\$
Truck	day	\$ 100.00		\$	125.00	1	\$125		\$0		\$0	1	\$12
Totals				-		1	\$6,210		\$1,660	-	\$320		\$8,19

Prepared by:	jrr	1/19/2015
Reviewed by:	ag	

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COMMERCIAL AUTOMOBILE HA 99 16 09 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization

B. Employees as insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- Paragraph A.1. WHO IS AN INSURED

 of Section II Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.
- (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV -BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

- a.Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the reward "auto's" operating system.

- b.\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.
- EXTRA EXPENSE BROADENED COVERAGE Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible
- 12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. -DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV -BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.
- 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. -POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV -BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows: If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.



Terraphase Engineering Inc Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10/4/2012 attaches to and forms a part of Policy Number FEI-ECC-10466-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



Terraphase Engineering Inc Endorsement Number: 15

Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 10/4/2012 attaches to and forms a part of Policy Number FEI-ECC-10466-00. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of <u>SApplied</u> and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and noncontributory to this insurance.



Terraphase Engineering Inc Endorsement Number: 6

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/4/2012 attaches to and forms a part of Policy Number FEI-ECC-10466-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



OAKLAND UNIFIED SCHOOL DISTRICT

AMENDMENT 2 INDEPENDENT CONTRACT ROUTING FORM

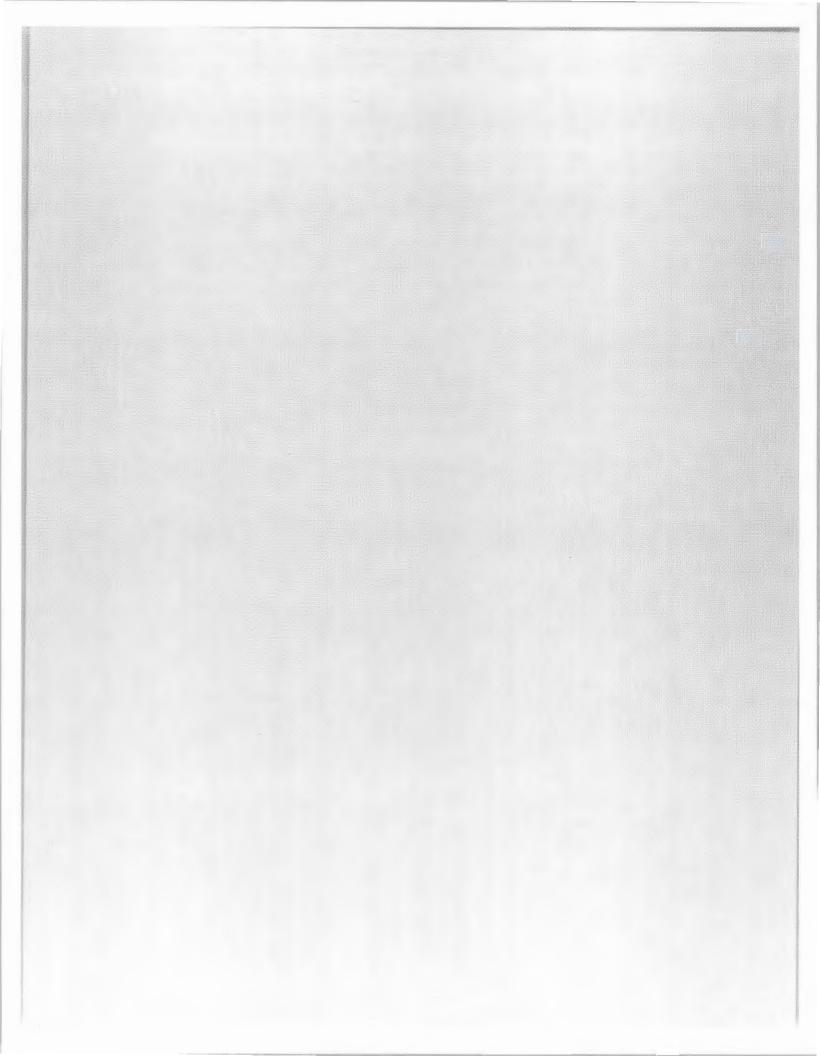
		Pro	ject Informatio	n					
Project Name	F	oster Central Commissary		Site	18	4			
		B	asic Directions	;					
Serv	vices o	annot be provided until the contra	ct is fully approv	ed and a	a Purchase	e Order ha	s been	issue	d.
		of of general liability insurance, includ rkers compensation insurance certific					over \$1	15,000	
			·				11111 La 14		
Contractor Nar	ne	Cont	ractor Informat	tion					
			·	tion	Alan Gibl Project N	os			
Contractor Nar OUSD Vendor Street Address	1D #	Cont Terraphase Engineering, Inc.	ractor Informat	tion Contact	Alan Gibl	os	CA	Zip	94612
OUSD Vendor Street Address	1D #	Cont Terraphase Engineering, Inc. V061420	ractor Informat Agency's C Title	tion Contact Oak	Alan Gibl Project N	os Ianager		Zip	94612
OUSD Vendor	1D #	Cont Terraphase Engineering, Inc. V061420 1440 Franklin Street	ractor Informat Agency's C Title City Policy Expi	tion Contact Oak	Alan Gibl Project M land	os Ianager	101	5	

		Term	
Date Work Will Begin	6-26-2014	Date Work Will End By (not more than 5 years from start date)	6-26-2018

		Compensation		
Total Contract Amount	\$	Total Contract Not To Excee	ed \$13	37,803.00
Pay Rate Per Hour (If Ho	ourly) \$	If Amendment, Changed Am	nount \$	8,190.00
Other Expenses		Requisition Number		
If you are planning to m	nulti-fund a contract using LE	Budget Information P funds, please contact the State and Federal	Office before con	npleting requisition.
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6165	\$8,190.00

	 Approval and Ro 	uting (in order of ap	proval steps)		
	vices cannot be provided before the contract is fully approved wledge services were not provided before a PO was issued.	and a Purchase Order	is issued. Signing th	is documen	t affirms that to your
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management		· · · · · · · · · · · · · · · · · · ·		1
	Signature		Date Approved	ZI	2/15
	General Counsel, Department of Facilities Planning an	d Management			
2.	Signature		Date Approved	2:	24-15
	Deputy Chief, Facilities Planning and Management			1	
3.	Signature	- WHATE	Date Approved	21	12/15
4.	Cheer Operations Officer	\sim	Date Approved	3	2/15
5.	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT



Board Office Use: Le File ID Number	14-2499
Introduction Date	1-14-2015
Enactment Number	15-0024
Enactment Date	1-14-150



OAKLAND UNIFIED SCHOOL DISTRICT

Memo

Board of Education		
Antwan Wilson, Superintendent and Secretary, Board of Education By: Mia Settles-Tidwell, Chief Operations Officer MAS Timothy White, Deputy Chief, Facilities Planning and Management		
January 14, 2015		
Amendment No. 1, Independent Consultant Agreement - Terraphase Engineering - Foster Elementary Central Commissary Project		
Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Terraphase Engineering for Environmental Services on behalf of the District at Foster Elementary Central Commissary Project, in an amount not-to exceed \$38,965.00 increasing previous contract amount from \$90,648.00 to a not to exceed amount of \$129,613.00 and revising the end date from June 26, 2014 through June 26, 2016 to June 26, 2018. All remaining portions of the agreement shall remain in full force and effect as originally stated.		
Terraphase Engineering was tasked by the District due to a change in scope to the contract with additional firms to perform their individual studies and services.		
84.00%		
Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.		
Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.		



OAKLAND UNIFIED

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 Terraphase Engineering for Environmental Services on behalf of the District at Foster Elementary Central Commissary Project, in an amount not-to exceed \$38,965.00 increasing previous contract amount from \$90,648.00 to a not to exceed amount of \$129,613.00 and revising the end date from June 26, 2014 through June 26, 2016 to June 26, 2018. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure J

Attachments

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

OAKLAND UNIFIED

File ID Number: 14-Introduction Date: Enactment Number: Enactment Date: By: P.A

FACILITIES PLANNING AND MANAGEMENT

AMENDMENT NO. 1 TO INDEPENDENT 24 P 12: 29 **CONSULTANT CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Terraphase Engineering. OUSD entered into an Agreement with CONTRACTOR for services on August 27, 2014, 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. Attach revised scope of work.
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to cover additional</u> <u>Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document</u> . In addition, the consultant have included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.
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 Two years, and the amended expiration date is June 26, 2018.
3.	Compensation:
	If the compensation is changed: The contract price is amended by
	X Increase of \$38,965.00 to original contract amount
	Decrease of \$to original contract amount
	and the new contract total is One hundred twenty-nine thousand, six hundred thirteen dollars and no cents (\$126,613.00)
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:

X 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 it is approved. Approval requires 6. signature by the Board of Education, and the Superintendent as their designee.

NIFED SCHOOL DISTRICT AND

President,

Date

CONTRACTOR 14 Contractor Signature

11/20/15

Date

HNOREL OMOG

Print Name, Title

Timothy Whit e, Deputy Chief

Antwan Wilson, Superintendent Secretary, Board of Education

Facilities, Planning and Management

K999069.002 Rev. 10/30/08

James Harris

Board of

Contract No.

P.O. No.

Amendment to Professional Services Contract

Page 2 of 2

EXHIBIT "A" Scope of Work

Contractor Name: Terraphase Engineering

Billing Rate: Thirty-eight thousand, nine hundred sixty-five dollars and no cents (\$38,965.00)

1. Description of Services to be Provided

The scope of the project is to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant have included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.

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. <u>https://www.sam.gov/portal/public/SAM</u>

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Susie Butler-Berkley Contract Analyst



EXHIBIT A

October 31, 2014

Mr. Tadashi Nakadegawa Director of Facilities Oakland Unified School District 955 High Street Oakland, CA 94601

Subject: Proposal for Additional Tasks Related to Mitigation of Contaminated Soils and a Mitigated Negative Declaration CEQA Document for the Proposed Central Commissary Facility at the Foster Elementary School Site, 2850 West Street, Oakland, CA 94608

Dear Mr. Nakadegawa:

Terraphase Engineering Inc. (Terraphase) thanks the Oakland Unified School District (OUSD) for the opportunity to submit this Proposal for Additional Tasks Related to Mitigation of Contaminated Soils and a Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document for the proposed Central Commissary Facility at Foster Elementary School, 2850 West Street, Oakland, California 94608 ("the Site", Figure 1). In addition, we have included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint, as discussed at our meeting on September 15, 2014.

The original proposal for this project, dated June 13, 2013, had a total estimated cost of \$165,000. Since the time that proposal was submitted, the project scope has changed from rehabilitation of an existing building to demolition and construction of a new building to house the proposed Central Commissary Facility operations. Based on the change in the project scope, additional tasks were necessary to incorporate additional expenses not previously contemplated under the original project description. On April 7, 2014, Terraphase submitted a new proposal and received authorization to perform the additional tasks, at an estimated cost of \$90,648, for a new total of \$255,648.

This proposal outlines new tasks and costs related project updates discussed at the recent OUSD meeting on September, 15, 2014.

Task 1-CEQA Services

Task 1.1 - PLACEMAKERS CEQA Services - \$7,700

This budget includes the following tasks:

 Attend Meetings. Attendance at the September 15, 2014 Project Team Meeting was not included in PLACEMAKERS' Change Order Number 1 dated March 21, 2014. We anticipate attendance at additional meetings with the District and design team as the project moves Proposal for Additional Tasks Related to Mitigation of Contaminated Soils and a Mitigated Negative Declaration CEQA Document for the Proposed Central Commissary Facility at Foster Elementary School Sile, 2850 West Street, Oakland, CA 94608

forward. Time for participating in conference calls is included.

 Project Management. I have added additional hours for project management for on-going changes to the Project Description and coordination with the District, project design team and CEQA sub-consultants.

Task 1.2 - Geoffrey H. Hornek, Aesthetics, Air Quality and Noise Study -\$4,400

This budget includes recent meeting and conference calls not included in the previous budget, as well as screening assessment of the emergency generator (which was not included in the current air quality work scope; the emergency generator was not included in the project plans until after the last modification). Mr. Hornek will also modify the construction emission inventory to accommodate facility design changes and the soil remediation activity and truck transport of contaminated material that you talked about at the September meeting. Also, this task will include time for odor considerations and focusing noise measurements on early morning times when the truck disturbance potential is greatest.

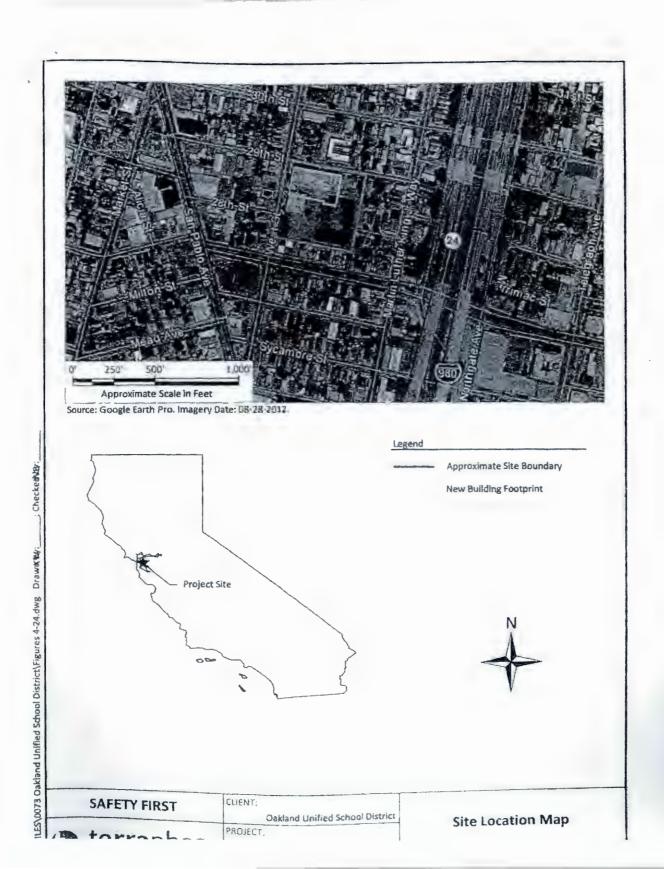
Task 1.3 -- CHS Traffic Study Analysis -- \$11,865

This budget includes the following tasks:

- CHS attended a project meeting on 9/15/2014 and presented transportation assumptions used for transportation analysis and potential parking impacts associated with the proposed project. This meeting was not included in the original scope of services.
- At the request of the client, CHS developed two temporary parking layout options in the service loading area on the project site to mitigate potential parking impacts.
- At the request of the client, CHS submitted a memorandum on 9/17/2014 summarizing the transportation assumptions used in the analysis and the outline of parking analysis.
- Revisions to Project Description entail changes in population and modal split assumptions. Based on these changes, CHS will update project trip generation, recalculate traffic delays and Intersection Level of Service (LOS) for 10 intersections, and update traffic, transit, parking, bike, and pedestrian impacts discussions for the Existing plus Project and Future Plus Project conditions. CHS will make necessary changes to the transportation section of the CEQA document and resubmit for review.
- Due to continual delays, a contingency budget is reserved for additional project coordination time.

e-Soil Mitigation Costs-\$57,648

Test results indicate that the top 9 more than the low the pavement section in the areas shown on Figure 2 are impacted by lead above human-heaven and heaven are solved and must be removed. Approximately 2/3^{rds} of the soil to be removed will be non-heaven areas being values and must be removed. As a to be removed on the west side of the site (~30,000 square feet) is been avisiting



File ID Number	14-0988
Introduction Date	5-28-2014
Enactment Number	14-0914
Enactment Date	5/28/14



Community Schools, Thriving Students

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Memo

То	Board of Education
From	Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education By: Vernon Hal, Deputy Superintendent, Business Operations Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date	May 28, 2014
Subject	Independent Consultant Agreement for Professional Services - Terraphase Engineering, Inc Foster Elementary School Central Commissary Project
Action Requested	Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Terraphase Engineering, Inc. for Environmental Studies Services on behalf of the District at the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$90,648.00. The term of this Agreement shall commence on June 26, 2014 and shall conclude no later than June 26, 2016.
Background	The Foster Elementary School Site is undergoing construction for the new central kitchen Terraphase is detailing the topographic mapping of the area.
Local Business Participation Percentage	84.00%
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, cumber and type of appropriate laboratories and specialized instruction rooms.



Community Schools, Thriving Students

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. Approval by the Board of Education of an Independent Consultant Agreement Recommendation for Professional Services with Terraphase Engineering, Inc. for Environmental Studies Services on behalf of the District at the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$90,648.00. The term of this Agreement shall commence on June 26, 2014 and shall conclude no later than June 26, 2016. Measure J Fiscal Impact Attachments Independent Consultant Agreement including scope of work Certificate of Insurance

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Terraphase Engineering, Inc.

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the <u>24th day of April, 2014</u> by and between the Oakland Unified School District, Oakland, California ("District") and <u>Terraphase Engineering, Inc.</u>("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on Exhibit "A."

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is Phase I and Phase II Environmental Studies and Mitigated Negative Declaration CEQA Document for the proposed Central Commissary Facility at Foster Elementary School.

2. Term. The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence on June 26, 2014 and conclude no later than June 26, 2016.

- Submittal of Documents. The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
 - X Signed Agreement
 - X____ Workers' Compensation Certification
 - X_____Insurance Certificates and Endorsements
- 4. Compensation. Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in Exhibit "B" (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed <u>Ninety thousand, six hundred forty-eight dollars and no cents(\$90,548.00</u>). District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- Expenses the submeduation of the hardon's consultant for any costs or expenses paid or incurred by consult a transmission agreervices for bestrict inscent as follows. Net <u>approphile</u>
- 6. Independent Contractor Consultant, in the antiomance of this Agreement, shall be and act as an actionation contractor. Consultant understands and agrees that it and all of its implement shall not be considered officers, employees, agents, partner, or joint verture of the District, and are not entitled to bracelss of any condimication normally provided employees of the District analog to which District's employees are normally entitled, including, but not limited to. Some themployeent Compensation or Worker's Compensation. Consultant shall assume fill responded by for payment of all kideral, state and local taxes or contributions, including comparishment insurance, social security and including taxes with respect to Contributions of the performance of the work herein contemplated, Consultant is an independent contractor or payments with the sole authority for controlling and directing the performance of the details of the work. Distoct bring interested only in the results obtained.
- Materials Consultant shall furnish, across own expense, all labor, materials, equipment, supplies and other duras necessary to complete the services to be provided pursuant to this Agreement, except as follows: <u>Not applicable</u>.

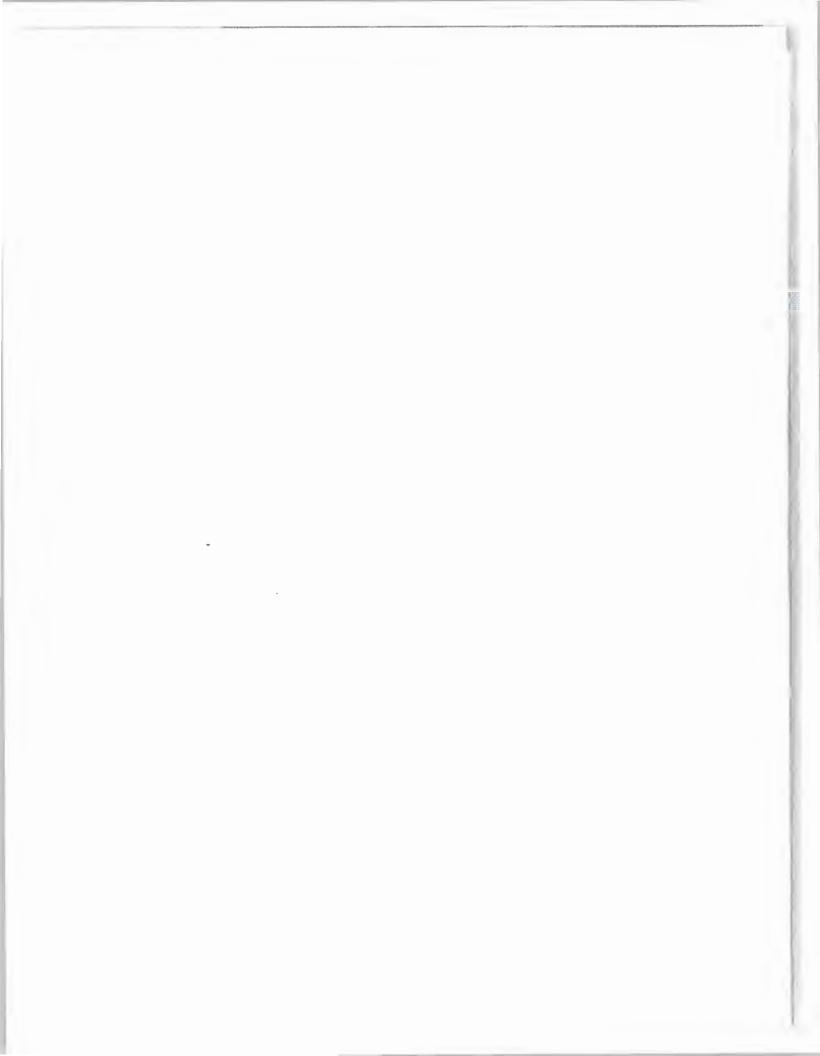
8. Performance of Services.

- 8.1 Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, tindings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 8.2. Meetings. Consultant and District agree to participate in regular meetings on at least a monthly basis to biscuss strategics, timetables, implementations of services, and any other issues it-erned relevant to the operation of consultant's periormance of Services.
- 8.3. District Approval. The work competed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to contain the sub-lactory completion thereof.
- S.N. New Project Approval. Considered and district recognize that consultant's Services may need, working in various projects for District - Consultant shall obtain the approvacion District prior to the commencentent of a new project.
- (i) Originality of Services in scentrals to standard generic details, consultant agrees that all technologies. In model, procedure, processes, anothed, writings ideau, dial-gue, non-nonines recommy, to eplays an index procenticals prepared for, culture for, culture for the District and/or a consistence of the ethologies. Agreement, shall be wholy change to the technologies that any shall be well and or extend on part that any other sources exceptions of high technologies. Agreement is sufficient and whole of an exception of the technologies of an exception of the technologies.
- D: Copyright/Trademark/Patent is consistent instantiant in groups that of matters in objects in terms to a Automation to consist the understand. The understand to be used without this methods be written to associate the consistence of the value of the objects without a consistence of the construction of the cons

11 Auror consistent shall establish and maintain times is included, and systems of account, and even on generally accepted producing parcials is the formation because the extraors of constructions of the Agricement. Consistent work render these books, accords, and the establish dependent during the Terre of this Agricement and for two (6) years thereafter, consistent shall permit the District, its ager!, other representatives, or an independent appreciate the make audit(s) of all billing statements, make one to constant other parallely of all billing statements, make and the next of all billing statements, make addit(s) of all billing statements, make a performent and the performance and the parallely examined at any time, the ended to the the terre of a performance of a performance of the addit(s) of all billing statements, makeling the performance of a statement. And the parallely the performance of a statement of the parallely examined at any time, the value of the terre of the Agric ment. And the performs all books and the constant to the terre of a statement of the performance of the perfor

12 Termination.

- 1.1.1 Without Cause By District. Disalct may all any time is their without masse, terminate this Agreement and compensate Consultant pay for services satisfictorily considered to the date of termination. Written notice by fastart shall be sufficient to step turned performance of services by consectant. Notice chain be decided aiven when a recent by the Consultant or no inter-these days after the day of mailing, considering sectors.
- 3.2.2 Without Cause By Consultant. Consumant may upon thirty (30) days notice, with or exchant reason, terminate the Agreement. Dears this termination, restrict shell only be estimated to compensate Consultant for scruces sufficient torily rendered to the date of termination. Written notice by Consultant shall be addice to stop torther beforeneous of termination. Written notice by Consultant shall be addice to stop torther beforeneous to environ to environ to environ the best of the set of the stop torther beforeneous to environ to environ the best of the set of
- 12.3. With Cause By District. District may reminate this Agreement upon giving of written non-exclantention to terminate for cause - cause chall include:
 - for duty in material violation of the Algebraic tiny the Consultants on
 - 1.1.5.2. Let viait by Constitute expectite to the former to tability to others for period in any of property damages of
 - (2.3.1) Consultant is adjunged a barry M. Conseltant spaces a dependent of glubbalt for the papele of consumes of other even as appoinded, objutted of Consultant's desolvem y.
 - The new matrix by unstant dates contain the overlaw contained if tendon to terminete and be a webbalth three (3) cohorem by suitable to the container multiplier violation deal contained of the experimental terminal encoding the overlaw the Acros ment contained of the experimental terminal encoding the overlaw terminate. In the control of this termination, the first of may encode the required barrow to first another to only the termination, the first of may encode the required barrow to first another to only the termination, the first of may encode the required barrow to first another to only the termination of the termination of the termination of the experimental action of the experiment for the termination of the termination of the termination to only the termination of the experiment for the termination of the termination of the termination of the experiment for the termination of the termination of the termination of the experimentation of the termination of the termination of the second of the termination of the and the termination of the termination of the termination of the termination of the and the termination of the protocol of the termination of the termination of the and the termination of the protocol of the termination of termination of the termination of termination of termination of the termination of terminatis termination of termination
- 10 Indemnication: The trade to obtain periods of a characteristic of the second busic contracteristic transition of the trade of the test of test of the test of te



death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

14. Insurance.

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 14.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
 - 14.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - 14.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury,	dener versen gester den versen v
and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 14.2. Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the

Recent, stating date of introduction on a discrete the threatest open en reduction shall not be use losin thaty 1301 Rays after that of locality root cold

- 14.2.2. Language stating in particular those and real control of protonice, or about and operation to which particular, elapples, exolutions date, to elaphicalization and reduction notice will be sent, and length of control period.
- 11.2.3. An endorsement stating that the District and the little and their agents representatives, employees, trustees, officers, consistents, and voluntions are named additional insured under oil phones except Wimers' Compensation Insurance, Professional Lability, and Employees' Lability bisomates. An endorsement shall also state that Consultant's inservice policies shall be prepary to any insurance or self insurance mainteniad by district.
- (4.2.4. All policies except the Professional conduct pricity shall be endown on an occurrence form.
- (4.3) Acceptability of Insurers. Insurance is to be placed with insures with a current A M. Bout's rating of no less than A: VII, unless otherwise acceptable to the United.
- 15 Assignment. The chightens of the Consultant pursuant or the Agreement shall not be assumed by the Consultant.
- 16. Compliance with Laws. Consultant shall observe and comply with of relevant regulations on the governing board of the District and all folloral, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any low, erdinance, note and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, note and the District, any necessary changes to the scope of the Work shall be made and this contract shall be appropriately arrended is writing, or this Contract shall be made and this contract shall be appropriately arrended is writing, or this Contract shall be to be defined effective upon consultant shall be made in writing, or this Contract shall be to be appropriately arrended is writing, or this Contract shall be torounded effective upon consultant's remult of neutral formation notice from the Distort. It Consultant ecolorities any work that is no violation of any laws, ordinances, it is a regulations, with our formation notice from the Distort. It Consultant ecolorities any work that is no violation of any laws, ordinances, it is a regulations, without first entities the former of the violation, Consultant shall be an elected or the regulation of the violation.
- Certificates/Permits/Licenses. Committant and all delivery to diverse or an agents shad resonance maintain in force such certificates, permit, part lesinses or an organise by the incameric camerat, the termitain of Services our cantile that Americant.
- 1.4 Employment with Public Agency. Consultant, if an employee of seather public egency, screepended Science and sold out recoversatory of the unerated, other this calculated pay, 55,00 in purport and an application of the order the order to electric environment of a heatly benegeccover and constant to the Americanetic.
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- No Rights In Third Parties. This Agreement does not create any motion, or more to the tenefit of, any transport ox too recommentity provided in cent.
- 24. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any way me District is collided parsname to applicable sore. The District sievelophon may include, which the mutation:
 - 24.1. Reducing that Listing increasing classifier diamates the Consultants employees and subcentianter and each of their performance.
 - (4.2) Almony red characterization observables of Co. satisfies, Consequences and prediction of the provided of the satisfies.
- c) Limitation of District Liability. Other that as preveded as the Aspectment, Buttel's fraction encoded active the Aspectment, Buttel's fraction to encoded and the Aspectment of the Aspect of the As
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District: Oakland british, include the anchestic 955 Might Street Ockrand, CA, 96661 ATTR: Tadashi Nakadegawa, Director of Facilities Consulianti Peter Taxistore's Tectaplass: Lea Gereig 1904 Franklin Street, Seite 200 Octoad, CA 94611

Any notice presentary area or sont by facsimic businessine shall be effective up or receipt. Any notice sent by overmost delivery service shall be effective the tensories day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three. Si days after discussion the child States nike.

- 28.Integration/Entire Agreement of Parties (the Agreement constants) the entire agreement defined the Parties and supersects all open discussions, negligible and agreements wither concerning the Agreement may be an encoded in modified only by a victual indicate integrated by both barbas.
- 29. California Law. The Appearant shall be governed by and the reduct, dutes and obligations of the Parties shall be determined and enforce in eccentrate with the lows of the State of California. The reduces affect agree that any action or processing brought to enforce the terms and conditions of the Agreement shall be maintained in the county in which the Pistric's edmonstrative effects are located.
- 30.Waiver. The makes by either party of any bears of any toim, covenant, or condition hereis contained dutil not be deened to be a waiver of web terms, covenant, condition, or any setsequent assess of the same or any other terms, ovenant, or condition formations.
- 31.Severability of a neterm, condition or provision of this Agricument is held by a court of comprehent princhation to be invalid, your or aneaf metable, the remaining provisions will nevertheless mentions in fail torce and others, and shall not net checked, impaired or introllated in any west.
- 32. Authority to Bind Parties. Nother party in the performance of any and all dutter uncer UTIS Auroment Tox of the otherwise provides in the Almenia of this any autools to bind the second to pay agreement or another ungs.
- 33.Attorney Ress/Cests. House light don't concersive to control only terms to provide C in a second state of the control of
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- 35. Calculation of Time. The trade second dot first totals collections to the total days may be used to the second teacher.
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- 37. Counterparts, as a concernence projection of the vertex assessment; it of that the sectores).

in counterparts, and all counterparts together shall be construed as one document.

38.Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

-29-2014

Susie Butler-Berkley **Contract Analyst**

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

OAKLAND UNIFIED SCHOOL DISTRICT David Kakashiba, President, Board of Education Û

Date: 5/28/14 Date: 5/28/14

Date:

Dr. Gary Yee, Acting Superintendent and

Secretary, Board of Education.

Timothy White, Associate Superintendent Facilities Planning and Management

TERRAPHASE ENGINEERING, INC.

1: Land

Peter Zawislanski, Vice President

APPROVED AS TO FORM

Catherine Boskoff, Facilities Counsel

4/28/2014

Date: 5.13.14

File ID Number Introduction Date: Enactment Number: Enactment Date: By:

Information regarding Consultant:

Consultant:	Terraphase Engineering Inc.	27-3543127
License No.:	1469260 (CA Small Business)	Employer Identification and/or Social Security Number
Address:	1404 Franklin St., Suite 600 Oakland, CA 94612	NOTE: Title 26, Code of Federal Regulations, sections 6041 and
Telephone:	510-645-1850	6209 require non-corporate recipients of \$600.00 or more to
Facsimile:	510-380-6304	furnish their taxpayer identification number to the payer. The
E-Mail:	peter.zawislanski@terraphase.com	regulations also provide that a penalty may be imposed for failure to furnish the taxpayer
Type of Business Entity: Individual Sole Proprietorship Partnership Limited Partnership X Corporation, State: California Limited Liability Company		identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Other:

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date:	04/28/2014
Proper Name of Consultant:	Terraphase Engineering Inc.
Signature:	& Law slandi
Print Name:	Peter Zawislanski
Title:	Vice President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

_Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: ______

X The Work on the Contract is at an unoccupied school site and no employee and/or subconsultant or supplier of any tier of Contract shall come in contract with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Subconsultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date:	04/28/2014
Proper Name of Consultant:	Terraphase Engineering Inc.
Signature:	Przawidance
Print Name:	Peter Zawislanski
ritic home.	Vice President
Title:	

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date:	04/28/2014
Proper Name of Consultant:	Terraphase Engineering Inc.
Signature:	PTLaninon
2	Peter Zawislanski
Print Name:	
Title:	Vice President

EXHIBIT "A" DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM _Terraphase Engineering Inc.)



April 7, 2014

EXHIBIT A

Mr. Tadashi Nakadegawa Director of Facilities Oakland Unified School District 955 High Street Oakland, CA 94601

Subject: Proposal for Additional Tasks Related to Preparation of Environmental Studies and a Mitigated Negative Declaration CEQA Document for the Proposed Central Commissary Facility at Foster Elementary School Site, 2850 West Street, Oakland, CA 94608

Dear Mr. Nakadegawa:

Terraphase Engineering Inc. (Terraphase) thanks the Oakland Unified School District (OUSD) for the opportunity to submit this Proposal for Additional Tasks Related to Preparation of Environmental Studies and a Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document for the proposed Central Commissary Facility at Foster Elementary School, 285D West Street, Oakland, CA 94608 ("the Site").

The original proposal for the project, dated June 13, 2013, had a total estimated cost of \$165,000. Since the time that proposal was submitted, the project scope has changed from rehabilitation of an existing building to demolition and construction of a new building to house the proposed Central Commissary Facility operations. Based on the change in the project scope, additional tasks are necessary to incorporate additional expenses not previously contemplated under the original project description.

Task 1.1 - Geotechnical Investigation and Topographic Surveying Services - \$29,390

This budget includes the following tasks:

- utility clearance;
- performing a subsurface investigation using cone penetration testing (CPT);
- analysis of the subsurface for potential liquefaction hazard;
- preparation of a report which satisfies the requirements of California Geological Survey (CGS) Note 48; and
- a topographic survey of the school property and street frontage.

Task 1.2 - Additional Survey Services - \$6,556

This budget includes the following tasks:

Proposal for Additional Tasks Related to Praparatian of Environmental Studies and a Mitigated Negative Declaration CEOA Document for the Proposed Central Commissary Facility at Foster Elementary School Site 2850 West Street Ookland, CA 94608

- detailed topographic mapping of dead-end street (for possible new connection to the neighborhood)
- exterior grades along perimeter of buildings
- · detailed survey of city sidewalk in area of new driveway and sidewalk replacement
- detailed topographic mapping at perimeter of property for conform elevations, fences, etc.
- tree diameters and centers
- finished floor elevations and doors in the buildings
- a title search to identify easements on the property
- incorporation of the additional survey, easements and property lines on the topographic map

Task 1.3 - Environmental Services - \$5000

This budget includes the following tasks:

- Additional laboratory analysis of soil samples for soluble threshold limit concentrations (STLC) and toxicity characteristic leaching potential (TCLP) to determine if soil where elevated lead concentrations were detected would be characterized as a California, non-RCRA hazardous waste or as a federal hazardous waste
- Review of the soll data collected during the Phase II to evaluate the need for conducting a screening-level human-health risk assessment
- Attend project meetings and phone calls to discuss Phase I and Phase II investigation results

Task 1.4 - Additional Geotechnical Investigation - \$6,200

The geotechnical study will require analysis and revision of the report to incorporate the change in project scope and evaluate for liquefaction hazards.

Task 2.1 - Aesthetics, Air Quality and Noise Study -\$4,560

This budget includes time for odor considerations and focusing noise measurements on early morning times when the truck disturbance potential is greatest.

Task 2.2 - Traffic Study Analysis -\$10,787

This budget includes the following tasks:

- Review the West Oakland Specific Plan Draft Environmental Impact Report to incorporate growth estimation and transportation improvements in the project area for cumulative transportation analyses
- Include additional discussion of student trip generation and frequency associated with the teaching/demonstration kitchens, classrooms outdoor facilities and an urban farm
- Conduct additional turning movement counts and analysis for the three additional study intersections identified as a result of the project scope change

Proposal for Additional Tasks Related to Preparation of Environmental Studies and a Mitigated Negative Declaration CEQA Document for the Proposed Central Commissary Facility at Foster Elementary School Site 2850 West Street Oakland, CA 94608

This task includes one meeting with the City of Oakland's Traffic Engineering Department, two community meetings, three meetings with the Design Team, and time to participate in regular conference calls regarding the project.

Task 2.4 - Respond to Public Comments - \$4,620

This task includes budget for responding to community comments.

Task 2.5 - Prepare Documents for Community Meetings - \$4,620

This task will require the preparation of meeting agendas, public noticing, coordination with community organization and City and Compilation of a mailing list. This task includes coordination with the community to respond to telephone calls and emails pertaining to the project.

Task 3.1 - Administrative Costs -\$10,555

Project management costs are a percentage of the total project and are based upon the results of the project scope change and additional tasks. Additional time for creating graphics and conducting word processing is anticipated in support of the revised project documents. The previous proposal assumed that OUSD would pay the CEQA filing fee. However, it is now included in this work-order request as it is believe it will be timelier for Terraphase to pay the filing fee.

Contingency -\$11,825

Contingency costs are a percentage of the total project (15%).

ESTIMATED BUDGET

Our estimated cost to complete the tasks described in this proposal is \$90,648. A breakdown of costs is presented below. This cost estimate does not include costs associated with soil excavation or disposal.

Proposal for Additional Tasks Related to Preparation of Environmental Studies and a Mitigated Negative Declaration CEQA Document for the Proposed Central Commissary Facility at Foster Elementary School Site 2850 West Street Oekland, CA 94608

TASK	Estimate Total
1. Site Investigation	All and a second se
1.1 Geotechnical Investigation & Topographic Survey	\$29,390
1.2 Additional Survey	\$6,556
1.3 Additional Environmental Services	\$5,000
1.4 Additional Geotechnical Analysis	\$6,200
2. CEQA Investigation	
2.1 Aesthetics, Air Quality, Noise	\$4,560
2.2 Traffic	\$10,787
2.3 Attend Meetings	\$3,080
2.4 Respond to Public Comments	\$4,620
2.5 Prepare documents for community meetings	\$4,620
3. Administrative	
3.1 Administrative Costs	\$10,555
Contingency (15%)	\$11,825
TOTAL	\$90,648

CLOSING

Thank you for the opportunity to provide OUSD with this proposal. If you have any questions, please free to call Wendy Bellah at (415) 314-0368 or Alan Gibbs at (916) 240-2293.

Sincerely,

Wendy Bellat

Wendy Bellah, P.E. Associate Engineer

Alan Gibbs, P.G. C.Hg. Principal Hydrogeologist Vice President

THIS CERTIFICATE IS ISSUED AS A		ATE OF LIA				3/5/2014		
CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY OF	DOES NOT CONSTITU	EXTEND OR AL	TER THE CO	VERAGE AFFORDED	BY THE POLICIES		
IMPORTANT: If the certificate holder I the terms and conditions of the policy certificate holder in lieu of such endor	, certain p	olicies may require an e						
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsellent import as insurance provided under the following

BUSINESS AUTO COVERAGE FORM

- A Any person or organization, whom you are required by contract to non-extraorditional insured is an "insured" for CABLITY COVERACE but only to the extent that person or proparation, prathos, as on "insured" under the WHO IS AN INSURED provision of Soction (0-1) ABILITY COVERACE.
- 9 For any person or organization, for whom you are required by contract to brandle a valuer of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY ANALTOH OTHERS TO US is upplicable.

COMMERCIAL AUTOMOBILE HA 99 16 09 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement prodifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formad or acquired organization.
 - (a) If at is a partnership, joint venture or limited liability company.
 - (b) That is an "insured" under any other policy.
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more affair its acquisition or formation by year unless you have given us notice of the acquisition or formation.

coverage does not apply to "today injury" or "property damage" that include from an "accident" that occurred theters you tarmed or accurred the organization.

B. Employees as insureds

ParagrephiA 1 - WHO IS AN INSURED of NECTION 1 - CORDEN COVERAGE is a readed to act d Any 'employee" of yours while using a covered "auto" you don't own, hile or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A 1 - WHO IS AN INSURED - of Section 11 - Liability Coverage is amended to add

- The lessur of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver

Such a teased "auto" vall be considered a covered "auto" you own and not a covered "auto" you hire

D. Additional Insured if Required by Contract

- (1) Paragraph A 1 WHO IS AN INSURED - of Section II - Liability Coverage is minended to add
 - f When you have agreed in a willen contract or written agreement, that a person or organization be added as an additional insured on your business but policy, such person or organization is an "insured", but only to the extent such defson or organization is hable for "bodiy injury" or "property demage" caused by the conduct of an "insured" under paragraphic or the of Who Is Arhistorial with ingorid to the ownership imaintent ance or use of a powered "auto".

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property demane" occurs

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (2) Prior to the expiration of the provided of time that the viriter contract requires such insurance be provided to the additional insured.
- (2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as aradditional insured on your policy, the most we will bay on behalf of such additional insured is the lesser of

- (a) The limits of insurance specified in inel written contract or contract agreement, or
- (b) The Limits of insurance shown in the Declarations

Such amount shall be a part of and not in addition to Limits of insurance showin in the Declarations and described in this Section

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this incurance is primary and noncontributory with the additional insurable own insurance.

(4) Duties in The Event Of Accident, Claim, Suppress

It you have agreed in a written contract or written agreement that product genon or organization be hilded as an adotonal assured on your policy. The additional insured shall be required to conserv with the provisions int 1055. TOMD-BONS C. OF HES IN THE EVENT OF ACCIDENT CLAIM ISSUE OP LESS AUTO CONDITIONS IN THE Sume mathematics to Success TRONS In the Sume mathematics to Success Condition.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in (1.3). Additional insured if Required by Contract, the following provisions apply

(3) Primary Insurance When Required By Contract

Inis insurance is primary if you have agreed in a written contract or written agreement that this resurance be primary. It other ensurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5 d.

(4) Frimary And Non Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is brimary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss if any that exceeds the sum of

- (1) The lotar prinount that all such other insurance would pay for the loss in the absence of this insurance, and
- (2) The total or all beductible and self-insured amounts under all that other insurance.

We will share the renaining loss, if any, by the method described in Chner insurance $5\,\mathrm{d}$

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hire the rented by your "employee" on your behalf aird int your direction will be considered an "rate" you hire.

The OTHER INSURANCE Condition is shielded by adding the tohos and $\ensuremath{\mathsf{D}}$

If an "employee's' personal insurance also applies on an excess basis to a covered 'outo" hired or rented by your "employee" on your behalf and at your direction this insurance will be primary to the "employee's" personal insurance

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5 - FELLOW EMPLOYEE of SECTION 9 - L'ABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coveraige is excess over any other collectible insurance

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Erability Coverage and if Compronensive Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit

The most we will pay for "toss" to any hired "auto" is:

(1) \$100,000;

- (2) The actual cash value of the damaged or stolen property at the time of the "ious", or
- (3) The cost of repairing or replacing the damaged or stolen property.

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest ocverage applicable to any ocvered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accudent", you are legally hable and the lesson incurs an actual financial loss subject to a maximum of \$1000 per "accident"

This extension of coverage does not apply to any "auto" you have on horrow, trem, any of your "employwes", partners (if you are a partnership; members (if you are a fimited liability company), or members of their bouseholds.

5 PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A 4 bill of SECTION III - P-YS/CAL DAMAGE COVERAGE is privided to provide a limit of \$50 per day and a maximum limit of \$1,000

6. LOAN/LEASE GAP COVERAGE

Under SECTION BL - PHESICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the toan/lease

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts reprosenting taxes; overdue payments, penalties, interest or charges resulting from overdue poythents, additional meage charges excess wear and lear charges, lease termination fees, security apposits not returned by the lessor, costs for extended warranties, credit life insurance, health accident or disability insurance purchased with the loan or lease and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B EXCLUSIONS of SECTION III - MHYSICAL DAMAGE COVERAGE, the following is added

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 EXCEUSIONS of SECTION ALL- PHYSICAL DAMAGE COVERAGE are replaced by the following.

- a Exclusions (4 c) and (4 d) bot apply to Equipment designed to be operated solely by use of the proven from the "auto's" electrical system that, at the time of "loss", ic.
- Pernamently installed in or upon the governed "buto";
- (2) Removable from a bound unit which is permanently installed in or upon the opverfiel auto".
- (3) An indugral part of the same unit housing any electronic equipment described in Paramaptisis and billatioval or
- Necessary for the portrol operation of the obversed l'autor' for the technologies the obversed lauto's operating system.

- b.\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
- Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.
- EXTRA EXPENSE BROADENED COVERAGE Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.
- 10. GLASS REPAIR WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.
- 12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. -DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV -BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, If you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.
- 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. -POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "Insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV -BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows: It we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insurce vinten notice of cancelation at east of days bottone the effective date of cancelation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensible "specified Causes of Loss, or Collision of variables are provided under this Coverage Form, then such Physical Damage Coverages are intended as follows.

- all fithe auto is replaced with a "hybrid" auto, we will pay an additional 10% to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c.Regardless of the number of autos damaged in any one "loss", the most we will pay under this. Hybrid Laument Coverage provision for any one "loss" is \$13,030.
- For the purposes of the coverage provision,
- a A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auty.
- b.A. "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors, and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.



Terraphase Engineering Inc Endorsement Number: 5

Automatic Additional Insured - Owners, Lessees or Contractors

This endorsement, effective 10/3/2012 attaches to and forms a part of Policy Number FEI-F.CC-10466-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Terraphase Engineering Inc. Endorsement Number: 5

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10-4/2012 attaches to and forms a part of Policy Norther FFI-FCC-10406-00. This endorsement changes the Policy. Phase read it carerally

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULF

Name of Person or Organization:

Any person(s) or organization(s) when the *Neured Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization is vicarious liability arising out of your ongoing operations performed for that insured.



Terraphase Engineering Inc Endorsement Number: 6

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/4/2013 attaches to and forms a part of Policy Number FEI-ECC-10466-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subroganon. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schequle because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



Terraphase Engineering Inc Endorsement Number: 15

Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 10/4/2012 straches to and forms a part of Policy Number FEI-ECC-10466-00. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of <u>SApplied</u> and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and noncontributory to this insurance.



Community Schools Thring Students INDEPENDENT CONSULTANT AGREEMENT

ROUTING FORM

	Project in	formation	
Project Name	Foster ES Central Commissary	Site	184
Ser	Basic Di vices cannot be provided until the contract is ful	rections ly approved and a P	Purchase Order has been issued.
Attachment Checklist	Proof of general liability insurance, including cert Workers compensation insurance certification, u	ificates and endorser nless vendor is a sole	ments, if contract is over \$15,000 a provider

	Contr	actor Informatio	on					
Contractor Name	Terraphase Engineering, Inc.	Agency's Co	ntact	Peter Zav	vislanski			
OUSD Vendor ID #	V061420	Title		Project M	anager			
Street Address	1404 Franklin Street, Suite 600	City	Oal	dand	State	CA	Zip	
Telephone	510-645-1858	Policy Expire	25	11	1-4.	201	4	
Contractor History	Previously been an OUSD contrac	tor? X Yes No	1	Norked as a	n OUSD e	mploye	e? []	Yes X No
OUSD Project #	13133		ana ang ang ang ang ang ang ang ang ang					

		Term	
Date Work Will Begin	6-26-2014	Date Work Will End By (not more than 5 years from start date)	6-26-2016

648.00
pleting requisition.
Amount
\$90,648.00

Approval and Routing (in order of approval steps)

	Division Head Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management		d	
	Signature	Date Approved	2814	
1. 10 1. 1. 1.	General Counsel, Department of Facilities Planning and Management			set
2.	Signature	Date Approved	5-13	. / /
n. n	Associate SuperIntendent, Facilities Planning and Management			
3.	Signature	Date Approved	5/13/4	
	Deputy Superintendent, Board of Education			
4.	Signature	Date Approved	a second and the second second	
	President Board of Education			



AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Nam	Foster Elementary School Central Commissary	Site	184
	Basic Direction:	5	
Se	vices cannot be provided until the contract is fully appro	ved and a P	urchase Order has been issued.
Attachment Checklist	Proof of general liability insurance, including certificates a Workers compensation insurance certification, unless ven		

	Co	ontractor Information	n					
Contractor Name	Terraphase Engineering	Agency's Con	tact	Jeff Rai	nes			
OUSD Vendor ID #	V061420	Title		Project	Manager			
Street Address	1404 Franklin Street	City	Oak	kland	State	CA	Zip	94612
Telephone	510-645-1853	Policy Expires	3					
Contractor History	Previously been an OUSD con	tractor? X Yes No	V	Vorked as	an OUSD e	mploye	e?	Yes x No.
OUSD Project #	13133	an a						

		Term ·	
Date Work Will Begin	6-26-2014	Date Work Will End By (not more than 5 years from start date)	6-26-2018

		Compensation		
Total Contract Amount	\$	Total Contract Not To Exceed	\$12	9,613.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amo	unt \$38	3,965.00
Other Expenses		Requisition Number		
If you are planning to multi-f	und a contract using LE	Budget Information P funds, please contact the State and Federal C	ffice <u>before</u> cor	npleting geoussion
Resource # Fun	ding Source	Org Key Object Co		Amount
9350 N	easure J	1849905890	6170	\$38,965.00

rvices cannot be provided before the contract is fully appro owledge services were not provided before a PO was issue	id.		is issued. Organing in	io doourian	a anima matte jeen
Division Head		Phone	510-535-7038	Fax	510-535-7082
Director, Facilities Planning and Management			an a		1 1
Signature			Date Approved	51	12419
General Counsel, Department of Facilities Planning	and Manag	ement	and Annua to an	angen die name werden in die eine	demonstrative for some distances. Parts some and
Signature MM		an an analysis of a second	Date Approved	13	10.14
Deputy Chief, Facilities Planning and Management				1	1
Signature	to Ti	INNE.	Date Approved	12	112/14