

Board Office Use: Legislative File Info.	
File ID Number	15- 1464
Introduction Date	8-12-2015
Enactment Number	15-1217
Enactment Date	8/12/13 <i>oo</i>



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
LJ 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 oversight 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

- 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 Terraphase Engineering. OUSD entered into an Agreement with CONTRACTOR for services on June 26, 2014, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>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</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$80,993.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p style="text-align: center;">and the new contract total is Two hundred eighteen thousand, seven hundred ninety six dollars (\$218,796.00)</p>		

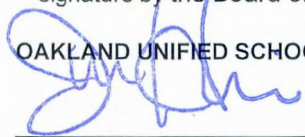
4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

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

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

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.

OAKLAND UNIFIED SCHOOL DISTRICT
James Harris, President,
Board of Education

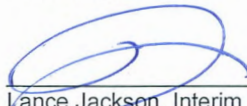
Date

8/13/15


Antwan Wilson, Superintendent
Secretary, Board of Education

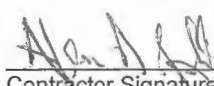
Date

8/13/15


Lance Jackson, Interim Deputy Chief
Facilities, Planning and Management

Date

7/9/15

CONTRACTOR
Contractor Signature

Date

6-29-2015

Alan D. Gibbs / VICE PRESIDENT
Print Name, Title

PRINCIPAL Hydrogeologist



File ID Number: 15-1464
Introduction Date: 8/12/15
Enactment Number: 15-1217
Enactment Date: 8/12/15
By: [Signature]

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 oversight 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

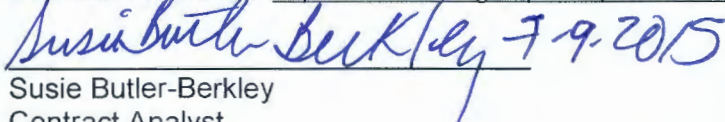
2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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


 Susie Butler-Berkley
 Contract Analyst



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 real-time 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 WOEIP 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%)				\$24,428
Totals Budget Request (includes contingency)				\$146,568

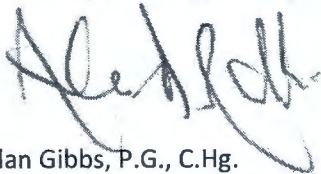
In order to prevent delay of the project, we are conducting the aforementioned out of scope tasks under our currently approved contract.

Closing

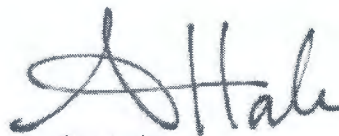
Thank you for the opportunity to provide the District with this change order. If you have any questions or comments regarding this submittal, please contact Alice Hale at 510-390-1276 or Alan Gibbs at 916-240-2293.

Sincerely,

For Terraphase Engineering Inc.



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



Alice Hale
Senior Project Engineer

cc:

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

Attachment:
Detailed Cost Estimate

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Table 1
Time and Materials Cost Estimate
Oakland Unified School District
Central Commissary Project

Category	Units	Standard Rate	Discount	Rate	Task 1 Impacted Soil Removal Oversight		Task 2 Removal Action Completion Report		Task 3.1 CEQA Workshop		Task 3.2 Placemakers CEQA Services		Task 3.3 Air Quality and Noise (Horneck)		Task 3.4 Traffic (CHS)		Task 3.5 Terraphase Sections		Task 3.6 Project Management		TOTALS		
					Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
LABOR																							
Principal	hour	\$ 210.00	10%	\$ 189.00	10	\$1,890	5	\$945	11	\$2,079		\$0		\$0		\$0	7	\$1,323	8	\$1,512	41	\$7,749	
Associate	hour	\$ 190.00	10%	\$ 171.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
Senior Project	hour	\$ 170.00	10%	\$ 153.00	15	\$2,295	10	\$1,530	44	\$6,732		\$0		\$0		\$0	30	\$4,590	20	\$3,060	119	\$18,207	
Project	hour	\$ 148.00	10%	\$ 133.20		\$0	44	\$5,861		\$0		\$0		\$0		\$0		\$0		\$0	44	\$5,861	
Senior Staff	hour	\$ 128.00	10%	\$ 115.20		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
Staff II	hour	\$ 112.00	10%	\$ 100.80	80	\$8,064		\$0		\$0		\$0		\$0		\$0		\$0		\$0	80	\$8,064	
Staff I	hour	\$ 95.00	10%	\$ 85.50		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
Editor	hour	\$ 112.00	10%	\$ 100.80		\$0	5	\$504		\$0		\$0		\$0		\$0		\$0		\$0	5	\$504	
Staff II CAD Operator	hour	\$ 108.00	10%	\$ 97.20	3	\$292	5	\$486	3	\$292		\$0		\$0		\$0		\$0		\$0	11	\$1,069	
Administrator 1	hour	\$ 77.00	10%	\$ 69.30		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
Technician II	hour	\$ 103.00	10%	\$ 92.70		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
Technician I	hour	\$ 67.00	10%	\$ 60.30		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
Total Terraphase Labor						\$12,543		\$9,326		\$9,103		\$0		\$0		\$0		\$5,913		\$4,572		\$41,454	
DIRECT COSTS																							
Rental Equipment and Supplies																							
Real Time Dust Monitors	Unit-Weeks	\$ 750		\$ 750	5	\$3,750		\$0		\$0		\$0		\$0		\$0		\$0		\$0	5	\$3,750	
Weather Station	Week	\$ 340		\$ 340	1	\$340		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$340	
KRF	Week	\$ 1,775		\$ 1,775	1	\$1,775		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$1,775	
Total Equipment						\$5,865		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$5,865	
Subcontractor																							
Placemakers (CEQA Services)	hour	\$ 175.00		\$ 175.00		\$0		\$0	30	\$5,250	180	\$31,500		\$0		\$0		\$0		\$0	210	\$36,750	
CHS (Traffic)	hour	\$ 120.00		\$ 120.00		\$0		\$0	30	\$3,600		\$0		\$0	54	\$6,480		\$0		\$0	84	\$10,080	
Geoff Horneck (Air and Noise)	hour	\$ 100.00		\$ 100.00		\$0		\$0	17	\$1,700		\$0	28	\$2,800		\$0		\$0		\$0	45	\$4,500	
Nuclear Density Gauge Technician	Day	\$ 1,200.00		\$ 1,200.00	1	\$1,200		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$1,200	
Nuclear Density Gauge Report	Day	\$ 50.00		\$ 50.00	1	\$50		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$50	
Nuclear Density Gauge Technician Mileage	mile	\$ 0.95		\$ 0.95	80	\$76		\$0		\$0		\$0		\$0		\$0		\$0		\$0	80	\$76	
Geotechnical Laboratory Testing of Fill Confirmation sample - Lead and Arsenic (EPA Test Method 6010)	Each	\$ 280.00		\$ 280.00	1	\$280		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$280	
markup	Each	\$ 44.00		\$ 44.00	4	\$176		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$176	
Confirmation sample - TPH (EPA Test Method 8015B)	Each	\$ 40.00		\$ 40.00	4	\$160		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$160	
Surcharge for 24-hour turn around time - 100% markup	Each	\$ 49.00		\$ 49.00	4	\$196		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$196	
Confirmation sample - Organochlorine Pesticides (EPA Test Method 8081)	Each	\$ 45.00		\$ 45.00	4	\$180		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$180	
markup	Each	\$ 99.00		\$ 99.00	4	\$396		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$396	
Confirmation sample - PAH (EPA Test Method 8270C (SIM))	Each	\$ 95.00		\$ 95.00	4	\$380		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$380	
Surcharge for 24-hour turn around time - 100% markup	Each	\$ 129.00		\$ 129.00	4	\$516		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$516	
markup	Each	\$ 125.00		\$ 125.00	4	\$500		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$500	
Total Subcontractor						\$4,110		\$0		\$10,550		\$31,500		\$2,800		\$6,480		\$0		\$0		\$55,440	
Expenses																							
Production and Mailing	lump	\$ 100.00		\$ 100.00		\$0	1	\$100		\$0		\$0		\$0		\$0	50	\$5,000		\$0	51	\$5,100	
Placemakers - Word Processing and Graphics	lump	\$ 6,200.00		\$ 6,200.00		\$0		\$0		\$0	1	\$6,200		\$0		\$0		\$0		\$0	1	\$6,200	
Total Expenses						\$0		\$100		\$0		\$6,200		\$0		\$0		\$5,000		\$0		\$11,300	
Direct Cost Handling Charge					15%	33%	10.0%		\$998		\$10		\$1,055		\$3,710		\$280		\$648		\$500		\$7,281
Total Direct Costs with Handling Charge						\$10,973		\$110		\$11,605		\$41,470		\$3,869		\$7,118		\$5,100		\$0		\$79,864	
TERRAPHASE EQUIPMENT																							
PPE	day	\$ 15.00		\$ 15.00	6	\$90		\$0		\$0		\$0		\$0		\$0		\$0		\$0	6	\$90	
Decon Supplies	day	\$ 30.00		\$ 30.00	6	\$180		\$0		\$0		\$0		\$0		\$0		\$0		\$0	6	\$180	
Truck	week	\$ 550.00		\$ 550.00	1	\$550		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$550	
Total Terraphase Equipment						\$820		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$820	
TOTAL ESTIMATED PROJECT COSTS (Without Contingency)						\$24,333		\$9,436		\$20,708		\$41,470		\$3,880		\$7,128		\$11,413		\$4,572		\$122,140	
Contingency					20%																	\$24,428	
Total Budget Request (Including Contingency)																						\$146,568	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2014

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

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

PRODUCER Michael J Hall & Company A/E Insurance Services 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Michael J Hall & Company; CA License #0792445 PHONE (A/C, No, Ext): 360-598-3700 FAX (A/C, No): E-MAIL ADDRESS: certificates@hallandcompany.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SENTINEL INS CO LTD	
		INSURER B: Admiral Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

20811

Terraphase Engineering Inc
1404 Franklin Street, Suite 600
Oakland CA 94612

COVERAGES

CERTIFICATE NUMBER: 1862459903

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			FEIECC1046601	10/4/2014	10/4/2015	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			52UECPE4568	3/7/2014	3/7/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			FEIEXS1799200	10/4/2014	10/4/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	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 \$3,000,000 Aggrega \$3,000,000 Aggrega

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

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability, Contractors Pollution Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Contractors Pollution Liability and Auto Liability in favor of the Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Division of Facilities, Planning and Management

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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:

- e. The lessor 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 leased "auto" will 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 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 non-contributory 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:

- (1) 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:

- (1) 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:

- (1) 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

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: 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.



AMENDMENT 3 INDEPENDENT CONTRACT ROUTING FORM

Project Information

Project Name	Foster Central Commissary	Site	184
--------------	---------------------------	------	-----

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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

Contractor Information

Contractor Name	Terraphase Engineering, Inc.	Agency's Contact		Alan Gibbs				
OUSD Vendor ID #	V061420	Title		Project Manager				
Street Address	1440 Franklin Street	City	Oakland	State	CA	Zip	94612	
Telephone	510-645-1858	Policy Expires	10-4-2015					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No					
OUSD Project #	13133							

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	\$218,796.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 80,993.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6170	\$80,993.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	7/9/15		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	7.9.15		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	7/9/15		
4.	Senior Business Officer				
	Signature	Date Approved	7/9/15		
5.	President, Board of Education				
	Signature	Date Approved	7/28/15		

Board Office Use: Legislative File Info.	
File ID Number	15-0425
Introduction Date	3-25-2015
Enactment Number	15-0355
Enactment Date	3/25/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To 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.



**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



AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

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

1. Services: <input type="checkbox"/> The scope of work is <u>unchanged</u> . <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . 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 to cover taking ten (10) shallow soil samples. The samples will be tested for leachable lead and total petroleum hydrocarbons.</u>	
2. Terms (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . <input type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.	
3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> . If the compensation is changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of <u>\$8,190.00</u> to original contract amount <input type="checkbox"/> 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.

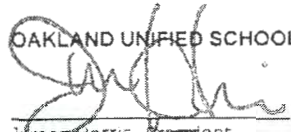
5. Amendment History:

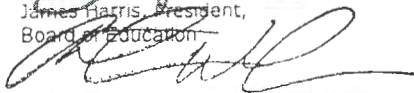
☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

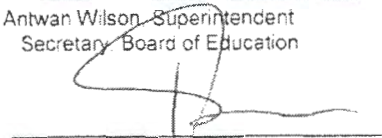
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	1-14-2015	The scope of the project is to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant have included an Engineer's Estimate for the 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.

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President,
Board of Education Date 3/26/15


Antwan Wilson, Superintendent
Secretary, Board of Education Date 3/26/15


Timothy White, Deputy Chief
Facilities, Planning and Management Date 2/12/15

CONTRACTOR


Contractor Signature Date 2/11/2015

Victoriano
Print Name, Title

File ID Number: 15-0425
Introduction Date: 3/25/15
Enactment Number: 15-0355
Enactment Date: 3/25/15
By: CH

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.

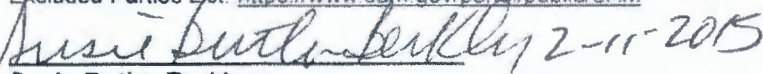
2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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


Susie Butler-Berkley
Contract Analyst

POLICYHOLDER COPY

NB



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-16-2014

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
OAKLAND CA 94601-4404

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.

A handwritten signature in cursive script, likely belonging to the Authorized Representative.

Authorized Representative

A handwritten signature in cursive script, likely belonging to the President and CEO.

President and CEO

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

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 #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-16-2011 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2014-10-16 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
OAKLAND UNIFIED SCHOOL DISTRICT

EMPLOYER



January 19, 2015

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

EXHIBIT A

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

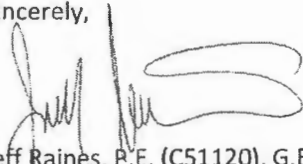
Our not-to-exceed cost for performing the work is \$8,190. A detailed cost estimate is attached in Table 1. We are prepared to begin work immediately upon receiving authorization from OUSD.

Terraphase Engineering Inc.
1404 Franklin Street, Suite 600
Oakland, California 94612
www.terrphase.com

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

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												
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	\$1,728
Staff I CADD Operator	hour	\$90.00	10%	\$ 81.00		\$0	6	\$486		\$0	6	\$486
Administrator 1	hour	\$75.00	10%	\$ 67.50		\$0		\$0	2	\$135	2	\$135
Total Terraphase Labor						\$2,403		\$1,656		\$320		\$4,379
Direct Costs												
Rental Equipment												
Misc field sampling equip	day	\$100.00		\$ 100.00		\$0		\$0		\$0	0	\$0
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		\$505
Subcontractor												
Geoprobe Contractor	day	\$ 1,650.00		\$ 1,800.00		\$0		\$0		\$0	0	\$0
Mobilization	day	\$ 150.00		\$ 150.00		\$0		\$0		\$0	0	\$0
Repair	holes	\$ 5.00		\$ 5.00	10	\$50		\$0		\$0	10	\$50
Decor supplies	day	\$ 250.00		\$ 250.00	1	\$250		\$0		\$0	1	\$250
Hand Auger	day	\$ 45.00		\$ 45.00	1	\$45		\$0		\$0	1	\$45
Analytical lab (Leachable lead and TPH)	sample	\$ 250.00		\$ 250.00	10	\$2,500		\$0		\$0	10	\$2,500
Total Subcontractor Costs						\$2,845		\$0		\$0		\$2,845
Expenses												
Permits	lump	\$ 530.00		\$ 530.00		\$0		\$0		\$0	0	\$0
Contra Costa County Hourly Inspector	hour	\$ 100.00		\$ 100.00		\$0		\$0		\$0	0	\$0
Mailing	lump	\$ 50.00		\$ 50.00		\$0		\$0		\$0	0	\$0
Miscellaneous	lump	\$ 100.00		\$ 100.00		\$0		\$0		\$0	0	\$0
Total Expenses						\$0		\$0		\$0		\$0
Direct Cost Handling Charge:		15%		10.0%		\$335		\$0		\$0		\$335
Mileage												
Mileage	mile	\$ 0.55		\$ 0.55		\$0		\$0		\$0	0	\$0
Truck	week	\$400		\$ 400.00		\$0		\$0		\$0	0	\$0
Truck	day	\$ 100.00		\$ 125.00	1	\$125		\$0		\$0	1	\$125
Totals						\$6,210		\$1,660		\$320		\$8,190

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2014

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

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

PRODUCER Michael J Hall & Company A/E Insurance Services 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Michael J Hall & Company; CA License #0792445 PHONE (A/C, No, Ext): 360-598-3700 FAX (A/C, No): E-MAIL: certificates@hallandcompany.com ADDRESS: certificates@hallandcompany.com	
INSURED Terraphase Engineering Inc 1404 Franklin Street, Suite 600 Oakland CA 94612		INSURER(S) AFFORDING COVERAGE INSURER A: SENTINEL INS CO LTD INSURER B: Admiral Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
20811		NAIC # 11000	

COVERAGES

CERTIFICATE NUMBER: 1862459903

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Separation Incls GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		FEIECC1046801	10/4/2014	10/4/2015	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		52UECPE4588	3/7/2014	3/7/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		FEIEXS1799200	10/4/2014	10/4/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab: Claims Made Contractors Pol Liab: Occurrence		FEIECC1046801	10/4/2014	10/4/2015	\$3,000,000 Per Claim \$3,000,000 Per Claim \$3,000,000 Aggrega \$3,000,000 Aggrega

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

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability, Contractors Pollution Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Contractors Pollution Liability and Auto Liability in favor of the Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Division of Facilities, Planning and Management
Oakland Unified School District
655 Lakeside Avenue

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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 amended to add:

- 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:

- e. The lessor 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 leased "auto" will 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 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 non-contributory 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:

- (1) 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 covered "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:

- (1) 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:

- (1) 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
FEL-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 \$Applied 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 non-contributory 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

Project Information			
Project Name	Foster Central Commissary	Site	184

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

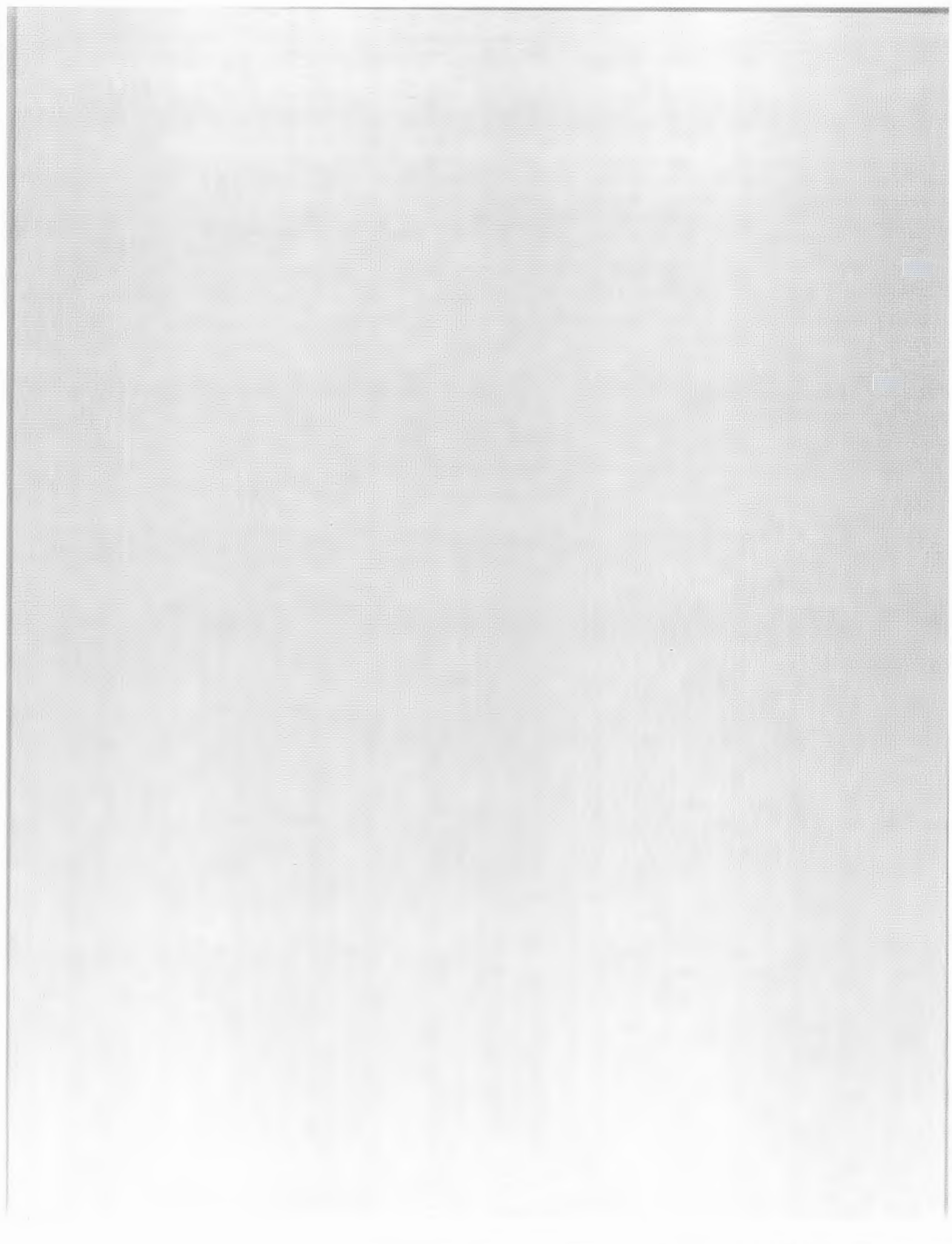
Contractor Information							
Contractor Name	Terraphase Engineering, Inc.	Agency's Contact	Alan Gibbs				
OUSD Vendor ID #	V061420	Title	Project Manager				
Street Address	1440 Franklin Street	City	Oakland	State	CA	Zip	94612
Telephone	510-645-1858	Policy Expires	10-4-2015				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	13133						

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	\$137,803.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 8,190.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6165	\$8,190.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head		Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management				
	Signature			Date Approved	2/12/15
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	2-24-15
3.	Deputy Chief, Facilities Planning and Management				
	Signature			Date Approved	2/12/15
4.	Chief Operations Officer				
	Signature			Date Approved	3/12/15
5.	President, Board of Education				
	Signature			Date Approved	



Board Office Use: Legislative File Info.	
File ID Number	14-2499
Introduction Date	1-14-2015
Enactment Number	15-0024
Enactment Date	1-14-15

OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To 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 January 14, 2015

Subject Amendment No. 1, Independent Consultant Agreement - Terraphase Engineering - Foster Elementary Central Commissary Project

Action Requested 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.

Background 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.

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.



OAKLAND UNIFIED
SCHOOL DISTRICT

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
SCHOOL DISTRICT
Community Schools. Thriving Students.

File ID Number: 14-2499
Introduction Date: 1/14/15
Enactment Number: 15-0024
Enactment Date: 1/14/15
By: OA

FACILITIES PLANNING
AND MANAGEMENT

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

2014 NOV 24 P 12:29

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:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> 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 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.</u>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
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:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by			
<input checked="" type="checkbox"/> Increase of \$38,965.00 to original contract amount			
<input type="checkbox"/> 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:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris President,
Board of Education

Antwan Wilson Superintendent
Secretary, Board of Education

Timothy White, Deputy Chief
Facilities, Planning and Management

1/15/15
Date

1/15/15
Date

12/2/14
Date

CONTRACTOR

Contractor Signature 11/20/15
Date

ANDREW ROMOLO
Print Name, Title

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.

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

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

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



Susie Butler-Berkley
Contract Analyst



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

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.

Task 1.4 – Soils Mitigation Costs-\$57,648

Test results indicate that the top 9 inches of soil below the pavement section in the areas shown on Figure 2 are impacted by lead above human-health protective values and must be removed. Approximately 2/3rd of the soil to be removed will be non-hazardous California hazardous waste. Most of the area to be removed on the west side of the site (~30,000 square feet) is below existing



Source: Google Earth Pro. Imagery Date: 08-28-2017

Legend

- Approximate Site Boundary
- New Building Footprint



SAFETY FIRST

CLIENT:
Oakland Unified School District

PROJECT:

Site Location Map

Board Office Use: Legislative File Info.	
File ID Number	14-0988
Introduction Date	5-28-2014
Enactment Number	14-0914
Enactment Date	5/28/14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations
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, number and type of appropriate laboratories and specialized instruction rooms.



OAKLAND UNIFIED SCHOOL DISTRICT

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.

Recommendation

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.

Fiscal Impact

Measure J

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 24th day of April, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and Terraphase Engineering, Inc. ("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.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

☒ Signed Agreement
☒ Workers' Compensation Certification
☒ Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Ninety thousand, six hundred forty-eight dollars and no cents (\$90,548.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District, and to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable

8. **Performance of Services.**

8.1 **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to obtain satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, negotiations, drawings, blueprints, and video programs prepared for, written for, or submitted to the District under a contract in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other sources, except that Consultant is permitted to District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters, values, under this Agreement shall become the property of District and cannot be used without District's express written permission. Notwithstanding all right, title and interest in and to the work, including the right to recover any amount in the copyright, trademark and/or patent of said matter or information, shall be retained by and solely for the use of Consultant's personnel, employees and the District, as well as any other individual or business of the District, for any purpose whatsoever.

11. **Audit.** Consultant shall establish and maintain true, correct, and systems of account, as required by generally accepted accounting principles, reflective of business transactions of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1 **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

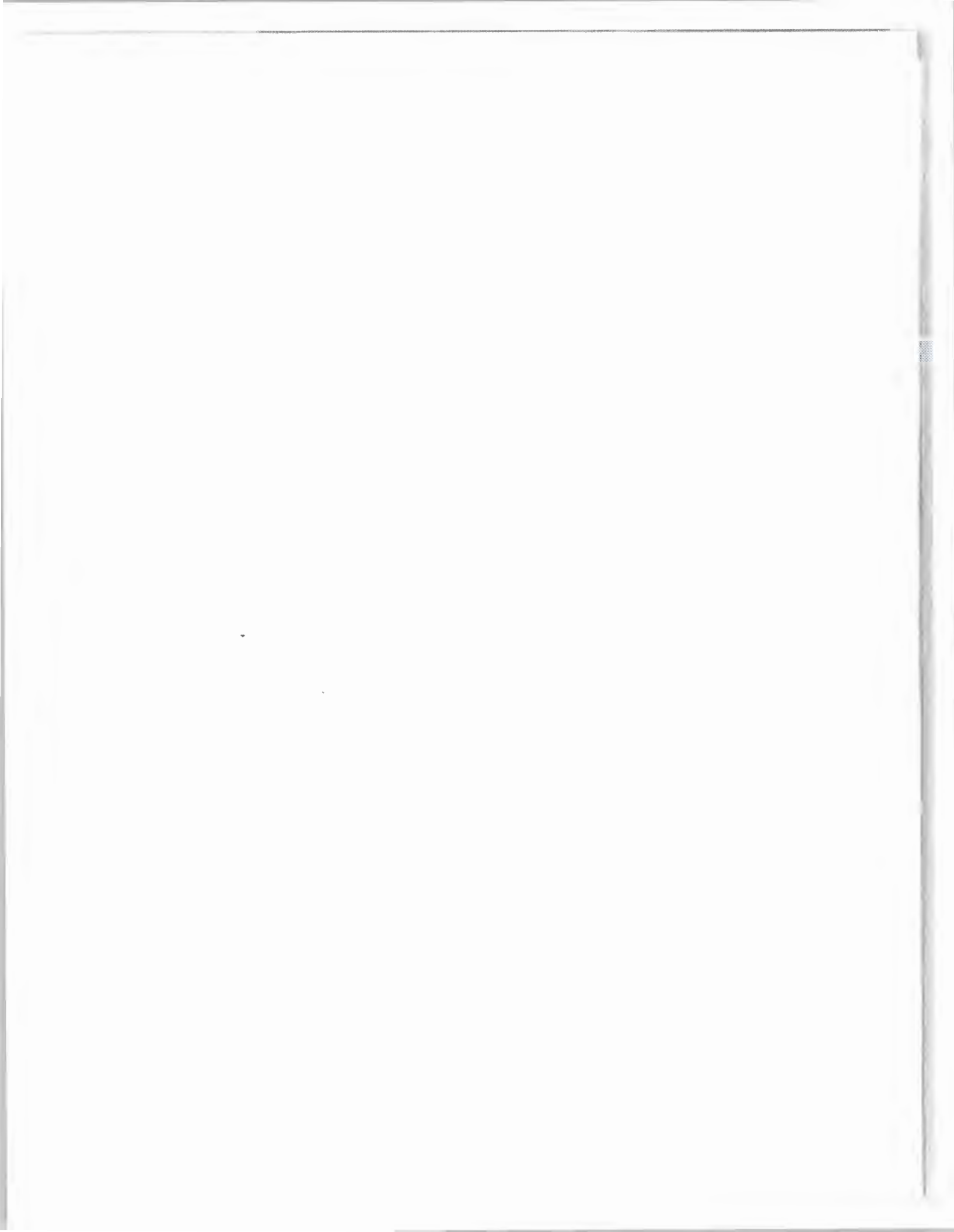
12.2 **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3 **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. Material violation of this Agreement by the Consultant; or
- 12.3.2. Injury or by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall include the cause for such intention to terminate and shall within three (3) calendar days after that notice, the condition or violation shall be made a mandatory arrangement for the termination of this Agreement. In the event of the expiration of the thirty (30) day notice period as terminating. In the event of this termination, the District may seek to the required services from another Consultant. If the expense of procuring services from a third party exceeds the cost of procuring the services pursuant to this Agreement, the Consultant shall reimburse the District for the excess expense, fees, and charges to the District except the except of the District's share of these expenses for overhead costs. In the event the services are arranged or to be arranged by a third party, the District shall be responsible for the cost of the services.

13. **Indemnification.** To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold the District harmless from and against all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, incurred by the District as a result of the Consultant's negligent or intentional acts or omissions, or the negligent or intentional acts or omissions of any person or entity acting on behalf of the Consultant, in connection with the performance of the Services under this Agreement.



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, 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

interest, stating date of circulation or reduction, date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.

14.2.2. Language stating in particular those involved, extent of insurance, location and operation in which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of retro period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies, except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self insurance maintained by district.

14.2.4. All policies except the Professional liability policy shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. best rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or Agents shall acquire and maintain in force such certificates, permits and licenses as are required by law in connection with the performance of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, or be employed or practice public policy for the entire term of the Consultant's liability being performed pursuant to this Agreement.

19. **Anti-Discrimination.** The District policy of fair treatment in connection with the work performed under this Contract shall be a discrimination against any employee, based on the employee's race or color, sex, marital status, religion, age, national origin, ancestry, disability, marital status, pregnancy status, sexual orientation, gender, sexual harassment, the employee's age, or any other basis prohibited by applicable federal, state or local laws, ordinances, rules or regulations. Consultant shall not discriminate on the basis of race or color, sex, marital status, religion, age, national origin, ancestry, disability, marital status, pregnancy status, sexual orientation, gender, sexual harassment, the employee's age, or any other basis prohibited by applicable federal, state or local laws, ordinances, rules or regulations.

20. **Fingerprinting of Employees.** Consultant shall not employ any individual who is prohibited by law from employment in the State of California, or who is prohibited by

1. $\text{rank}(A) = \text{rank}(A^T) = \text{rank}(A^T A) = \text{rank}(A A^T) = \text{rank}(A^T A A^T) = \text{rank}(A A^T A) = \text{rank}(A^T A^T A^T) = \text{rank}(A^T A^T A^T A^T) = \text{rank}(A^T A^T A^T A^T A^T) = \dots$

Disabled Veteran Business Enterprises. Section 16106.11 of the Education Code requires school districts, among funds allocated pursuant to the State of California School Facility Program for the construction or modernization of schools, include in their participation grant at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the consultant must submit, upon request by District, appropriate documentation to the District certifying the steps the consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

Local, Small Local and Small Local Resident Business Enterprise Program (L-/SL-/SLRBE): There is a twenty percent (20%) minimum participation requirement for all District contracts. One (1) or shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City or Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/L SLRBE Policy; a copy can be obtained for the OUSO website: www.ouso.org.

3. **No Rights In Third Parties.** This Agreement does not create any rights in, or title to, the benefit of, any third party except as expressly provided herein.

4. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

34.1. Requesting that District employees ensure the Consultant and the Consultants' employees and subcontractors and each of their performance.

19.2. Announced and measured observance of the salted, chloride-free, and/or -substructure(s).

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement to the contrary, District shall neither be liable, nor responsible, for any claims, damages or liabilities, for a negligent, intentional, negligent or intentional damages, tortious, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the business operations of a corporation with the following:

District:
Oakland Unified School District
955 High Street
Oakland, CA 94611
ATTN: Tadasu Nakadegawa,
Director of Facilities

Consultant:
Peter Zawadzki
Teraphase Consulting
1424 Franklin Street, Suite 100
Oakland, CA 94611

Any notice personally given or sent by first-class transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all oral discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in the Agreement, has any authority to bind the other to any commitment or undertakings.

33. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, either party shall bear its own litigation and attorney expenses, without responsibility for the other's and attorney's fees.

34. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience and shall be wholly unimportant in the construction of the Agreement. The language of the Agreement shall be interpreted and construed as plain language and not to be construed or interpreted in a technical or legal sense, and shall be construed and interpreted in a plain and common sense.

35. Calculation of Time. For the purposes of this Agreement, the number of business days shall be the number of calendar days.

36. Signature Authority. Each party hereto hereby warrants that the undersigned, and persons acting on behalf of the party, are authorized to sign this Agreement on behalf of the party and to bind the party to the terms and conditions of the Agreement.

37. Counterparts. This Agreement may be signed in multiple counterparts, each of which, when

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

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

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

Susie Butler-Berkley 4-29-2014

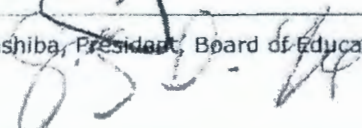
Susie Butler-Berkley
Contract Analyst

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

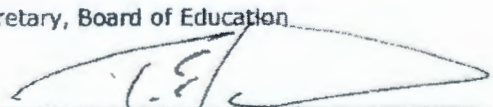
OAKLAND UNIFIED SCHOOL DISTRICT


David Kakashiba, President, Board of Education

Date: 5/28/14


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

Date: 5/28/14


Timothy White, Associate Superintendent Facilities
Planning and Management

Date: _____

TERRAPHASE ENGINEERING, INC.


Peter Zawislanski, Vice President

4/28/2014

APPROVED AS TO FORM:


Catherine Boskoff, Facilities Counsel

Date: 5.13.14

File ID Number: 14-0988
Introduction Date: 5/28/14
Enactment Number: 14-6914
Enactment Date: 5/28/14
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
Telephone: 510-645-1850
Facsimile: 510-380-6304
E-Mail: peter.zawislanski@terrphase.com

Type of Business Entity:
☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Limited Partnership
☒ Corporation, State: California
☐ Limited Liability Company
☐ Other: _____

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

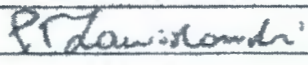
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 04/28/2014

Proper Name of Consultant: Tenaphase Engineering Inc.

Signature: 

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: _____

Title: _____

☒ The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contact with the District pupils.

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

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

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:	<u>04/28/2014</u>
Proper Name of Consultant:	<u>Terraphase Engineering Inc.</u>
Signature:	<u></u>
Print Name:	<u>Peter Zawislanski</u>
Title:	<u>Vice President</u>

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, 2850 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 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

- 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 soil 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

Task 2.3 – Attend Meetings –\$3,080

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
Oakland, CA 94608

TASK	Estimate Total
1. Site Investigation	
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 Bellah, P.E.
Associate Engineer



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2014

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

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

PRODUCER Michael J Hall & Company AVE Insurance Services 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Michael J Hall & Company; CA License #0792445 PHONE (A/C No.): 360-598-3700 FAX (A/C No.): E-MAIL: certificates@hallandcompany.com	
INSURED Terraphase Engineering Inc 1404 Franklin Street, Suite 600 Oakland CA 94612		INSURER(S) AFFORDING COVERAGE	
20811		INSURER A: Admiral Insurance Company 24856	
		INSURER B: SENTINEL INS CO LTD 11000	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1140675967

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		FEIECC1046501	10/4/2013	10/4/2014	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (E&B) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> SEPARATION INDEMNITY					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		52UECPE4566	3/7/2014	07/2015	COMBINED SINGLE LIMIT (E&B) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	FEIEXS1796200	10/4/2013	10/4/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OF FIRM MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E&B EACH ACCIDENT \$ E&B DISEASE - EA EMPLOYEE \$ E&B DISEASE - POLICY LIMIT \$
A	Professional Liab: Claims Made Contractors Pol Liab: Occurrence		FEIECC1046501	10/4/2013	10/4/2014	\$3,000,000 Per Claim \$3,000,000 Per Claim \$3,000,000 Aggregate \$3,000,000 Aggregate

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

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability, Contractors Pollution Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Contractors Pollution Liability and Auto Liability in favor of the Additional Insured.

Attn: Susie Butler-Berkley, Contract Analyst
RE: Oakland Unified School District, Whittier Portable Installation Project
Other Additional Insured Are: Oakland Unified School District its Directors, Officers, Employees, Agents and Representatives

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
Division of Facilities, Planning and Management
Oakland Unified School District
Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Butler



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 III - 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.

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 amended to add:

- 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:

- e. The lessor 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 leased "auto" will 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 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 paragraph C or D 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 non-contributory 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 COVERAGE, and the same shall be the same for 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" hire or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire

The OTHER INSURANCE Condition is intended 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.b. 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:

- (1) 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 functioning of the covered "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:

- (1) 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:

- (1) 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-TCC-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 Number EEI-FCC-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: 6

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/4/2017, attaches to and forms a part of Policy Number FEL-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.



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 \$Applied 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 non-contributory to this insurance.



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Foster ES Central Commissary	Site	184
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Terraphase Engineering, Inc.	Agency's Contact	Peter Zawislanski		
OUSD Vendor ID #	V061420	Title	Project Manager		
Street Address	1404 Franklin Street, Suite 600	City	Oakland	State	CA
Telephone	510-645-1858	Policy Expires	10-4-2014		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	13133				

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

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$90,648.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6170	\$90,648.00

Approval and Routing (in order of approval steps)				
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>				
1.	Division Head Director, Facilities Planning and Management	Phone	510-535-7038	Fax 510-535-7062
	Signature	Date Approved	5/8/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	5-13-14	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature	Date Approved	5/13/14	
4.	Deputy Superintendent, Board of Education			
	Signature	Date Approved		
	President Board of Education			



OAKLAND UNIFIED
SCHOOL DISTRICT

AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Foster Elementary School Central Commissary	Site	184
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Terraphase Engineering	Agency's Contact	Jeff Raines				
OUSD Vendor ID #	V061420	Title	Project Manager				
Street Address	1404 Franklin Street	City	Oakland	State	CA	Zip	94612
Telephone	510-645-1853	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13133						

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	\$129,613.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$38,965.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6170	\$38,965.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head		Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management				
	Signature		Date Approved	11/24/14	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	12-10-14	
	Deputy Chief, Facilities Planning and Management				
3.	Signature		Date Approved	12/12/14	
	Chief Operations Officer				