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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 *VEH*
JS Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date August 26, 2015

Subject Independent Consultant Agreement for Professional Services - Ninyo & Moore - Claremont Kitchen & Cafeteria Fire Repair Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Ninyo & Moore for Geotechnical Services on behalf of the District at the Claremont Kitchen & Cafeteria Fire Repair Project, in an amount not-to exceed \$12,850.00. The term of this Agreement shall commence on July 17, 2015 and shall conclude no later than July 17, 2016.

Background The scope of the project is to provide geotechnical observation, materials testing and special inspections services.

Discussion Geotech services are needed for the new portables at Claremont.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Ninyo & Moore for Geotechnical Services on behalf of the District at the Claremont Kitchen & Cafeteria Fire Repair Project, in an amount not-to exceed \$12,850.00. The term of this Agreement shall commence on July 17, 2015 and shall conclude no later than July 17, 2016.

Fiscal Impact RISK MANAGEMENT

Attachments

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(Geotechnical Testing Services)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **28th day of July, 2015** by and between the **Oakland Unified School District** ("District") and **Ninyo & Moore** ("Consultant"), (individually a "Party" or collectively the "Parties").

WHEREAS, The District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process.

NOW, THEREFORE, the Parties agree as follows:

1. **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 professional engineering services and geotechnical testing services.

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project")
Claremont Kitchen and Cafeteria Fire Repair Project:

- ~~Survey of asbestos~~
- ~~Survey of lead Paint~~
- ~~Sprayed applied fireproofing~~
- ~~Spray applied acoustic ceiling material~~
- ~~Insulation on piping~~
- ~~Insulation on ductwork~~
- ~~Survey of boilers~~
- ~~Flooring and flooring adhesive sample~~

Refer to proposals
P09OAK03-00160 and
P08SJO02-00094 attached below

- 1.2. The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately on a proportionate basis based on the level and scope of Services completed for each site.

2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following:

From July 17, 2015 to July 17, 2016

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement 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:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Debarment Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification

X Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Twelve thousand, eight hundred fifty dollars and no cents (\$12,850.00)** 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.
 - 4.2. Consultant shall prepare a separate invoice for each site, if Consultant performs Services at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
 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:
 - 5.1. NA
 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/or 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 Consultant's Work, District being interested only in the results obtained.
 7. **Local, Small Local And Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Consultant shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

In light of the fifty percent (50%) L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 8. **Designated Representatives / Labor Compliance Program.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If Consultant employs subcontractor(s), Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.
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9. **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:

10. NA

11. Performance of Services.

11.1. **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.

11.2. **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.

11.3. **District Approval.** Work completed pursuant to this Agreement must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

11.4. **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.

12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. Audit.

14.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations 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. For a period of three (3)

years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination.

- 15.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the 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 (3) days after the day the notice was mailed, whichever is sooner.
- 15.2. **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.
- 15.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 15.3.1. material violation of this Agreement by the Consultant; or
 - 15.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 15.3.3. Consultant is adjudged a 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 contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or 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.
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17. Insurance.

17.1. 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.

17.1.1. 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.)

17.1.2. 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.

17.1.3. 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 General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

17.2. **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:

17.2.1. 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 District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

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

- 17.2.3. 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.
- 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law.
19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
20. **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 Agreement 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 Agreement shall be appropriately amended in writing, or this Agreement 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.
21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement, including without limitation all licenses required to perform professional engineering services and geotechnical testing services.
22. **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, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
23. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
24. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation
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Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

25. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), 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 identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
26. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
27. **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:
- 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **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, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
29. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
30. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
31. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to District:

Oakland Unified School District
955 High Street
Oakland, CA 94601

If to Contractor:

Ninyo and Moore
1956 Webster Street, Suite 400
Oakland, CA 94612

ATTN: Tadasha Nakadegawa
Telephone: (510) 5357038_

(510) 633-5640

With a copy to:

Orbach Huff Suarez & Henderson LLP
1901 Harrison Street, Suite 1630
Oakland, CA 984612
Attention: Catherine G. Boskoff
Telephone: (510) 999-7908

Any notice personally given or sent by facsimile 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.

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

33.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.

34.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.

35.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.

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

37.Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

38.Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

39.Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

40.Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been

properly authority and empowered to enter into this Agreement.

41.Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

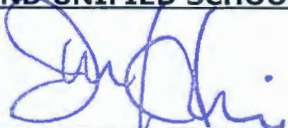
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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>

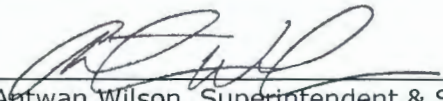

Susie Butler-Berkley
Contract Analyst

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

OAKLAND UNIFIED SCHOOL DISTRICT



James Harris, President, Board of Education 9/25/15
Date



Artwan Wilson, Superintendent & Secretary, Board of Education 9/25/15
Date



Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 8/21/15
Date

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel 7.13.15
Date

CONSULTANT



Title Mark J. Hahle, Principal/Director of Construction Services 7-31-15
Date

Information regarding Consultant:

Consultant: Ninyo & Moore

License No.: A697063

Address: 2149 O'Toole Avenue, Suite 30
San Jose, California 95131

Telephone: 408-435-9000

Facsimile: 408-435-9006

E-Mail: _____

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: California
☐ Limited Liability Company
☐ Other: _____

33-0269828 :

Employer Identification and/or Social
Security Number

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:

- By being insured against liability to pay compensation by one or more Insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a 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 its 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 Agreement.

Date:

7-31-15

Name of Consultant or Company: Ninvo & Moore Geotechnical & Environmental Sciences Consultants

Signature:



Print Name and Title:

Mark J. Hahle, Principal/Director of Construction Services

(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 District prior to performing any Work under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

☒ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a _____

representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

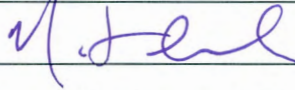
Date:

7-31-15

Name of Consultant or Company:

Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Signature:



Print Name and Title:

Mark J. Hahle, Principal/Director of Construction Services

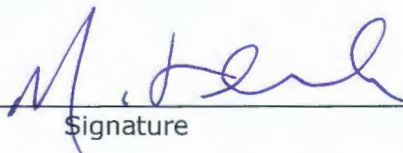
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither Ninyo & Moore [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the _____ day of July 2015 for the purposes of submission of this Agreement.

By:



Signature

Mark J. Hahle

Typed or Printed Name

Principal/Director of Construction Services

Title

EXHIBIT A

July 14, 2015
Proposal No.: 08SJO02-00094

Mr. Eduardo Rivera-Garcia
Project Engineer I, SGI
955 High Street
Oakland, California 94601

Subject: Proposal for Geotechnical Observation, Materials Testing and
Special Inspection Services
Claremont Interim Dining Project
5750 College Avenue
Oakland, California

Dear Mr. Rivera-Garcia:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to provide geotechnical observation, materials testing and special inspection services for Claremont middle school interim dining project at 5750 College Avenue in Oakland, California. This proposal provides cost estimates based on our review of the project plans, specification, and our previous experience with similar projects of this nature.

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

PROJECT UNDERSTANDING AND PROPOSED CONSTRUCTION

The interim dining project will include temporary Construction will include building a HCD commercial coach kitchen and two temporary portables.

SCOPE OF SERVICES

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

- Provide project management to include client liaison, work scheduling, quality review, and semi-monthly distribution of test data and daily field inspection reports.
- Preparation of daily field reports documenting items inspected.
- Geotechnical Inspection and Testing Services include:
 - Perform laboratory tests to evaluate the proctor density of subgrade, fill for foundation, trench backfill and aggregate base for compaction testing.
 - Perform compaction testing of soil for trench backfill, subgrade, building pad and site grading.
 - Observe site preparation, excavation, and removal of unsuitable materials.
 - Perform laboratory tests to evaluate the reference density of asphalt concrete for compaction testing.
 - Perform field density tests to evaluate compaction of subgrade, aggregate base, and asphalt concrete.
 - Prepare daily field reports describing the work observed.
- Prepare progress reports every two weeks including daily reports and test data sheets.
- Prepare daily reports and test data sheets.
- Compilation, review, and distribution progress report including field and laboratory test data.
- Prepare a Final Affidavit at the completion of project.

BASIS OF PROPOSAL AND ASSUMPTIONS

- Our services will be scheduled and coordinated by the project's superintendent.
- The contractor and subcontractors will maintain a 40-hour workweek during normal daytime work hours. Weekend and overtime work has not been anticipated and has not been included in this proposal.
- Our services are subject to California prevailing wage law.
- Site visits made by technicians and special inspectors will be billed on a on a portal-to-portal basis with 2-hour on-site minimum and 4-hour increments.
- Rebar sampling and tagging, concrete batch plant, concrete sampling and structural steel welding inspections will not be required.

- Laboratory testing of concrete cylinders and tensile and bend test for reinforcing steel will not be required on this project.
- Shoring and waterproofing inspection will be provided by others if required. The cost of these services are not included in this proposal
- Services that are not included will be provided upon the client's written request.
- The steel fabrication shop that will be chosen will be within a 50-mile radius of the project site.
- Additional laboratory testing will be provided upon request and written approval, and will be billed at the rates listed on our current fee schedule.

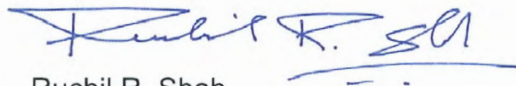
PROPOSED ESTIMATED COST

Task No.	Summary of Estimated Fees for Materials Testing & Inspection Services	Estimated Fees
1	Geotechnical Observation, Consultation, and Testing	\$7,487
2	Project Management	\$1,888
	Total Estimated Fee	\$9,375

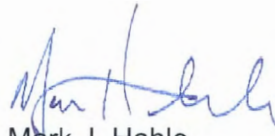
Our proposed time-and-materials fee estimate for the scope of services described is **\$9,375 (Nine Thousand Three Hundred and Seventy Five Dollars)**. Detailed estimate of fees are attached under Table 1. Please note that a finalized construction schedule was not available at the time of our cost estimate. Should the construction schedule require a lesser or greater amount of services than that estimated herein, the cost will vary accordingly. The actual cost of our services will depend largely on the requested site visits for our services, as well as impact of weather and work stoppages, all of which are beyond our control. When possible, we will combine inspection and testing services to reduce the cost of our services.

We will provide services on an as-needed basis and will require 24 hours notice for scheduling inspection and testing visits. We sincerely appreciate the opportunity to provide a proposal for our materials testing, special inspection services, and very much look forward to the opportunity to continue to work with you on this project.

Sincerely,
NINYO & MOORE



Ruchil R. Shah
Project Manager



Mark J. Hahle
Director of Construction Services

RS/MJH/slm

Attachments: Table 1 – Breakdown of Estimated Fees
Schedule of Fees

Distribution: (1) Addressee

Exhibit B

TABLE 1 - BREAKDOWN OF ESTIMATED FEE - CLAREMOND MIDDLE SCHOOL INTERIM DINING				
TASK 1 - GEOTECHNICAL OBSERVATION, CONSULTATION, AND TESTING				
Field Technician	Geotechnical Observation & Field Density Testing	60 hours @ \$ 85 /hour	\$	5,100
Project Engineer/Geologist	Submittal Review, RFI Responses & Report Preparation	4 hours @ \$ 133 /hour	\$	532
Proctor Density D1557, D698, CT216, T180	For Soil Compaction Testing	3 tests @ \$ 260 /test	\$	780
Hveem Stability and Unit Weight, CT 366	For Asphalt Testing	1 test @ \$ 195 /test	\$	195
Nuclear Density Gauge Usage		40 hours @ \$ 12 /hours	\$	480
Field Vehicle Usage		40 hours @ \$ 10 /hours	\$	400
Subtotal			\$	7,487
TASK 2 - PROJECT MANAGEMENT				
Principal Engineer/Geologist	Consultation & Final Report Preparation	4 hours @ \$ 155 /hour	\$	620
Project Engineer/Geologist	Submittal Review, Project Co-ordination & Report Review	6 hours @ \$ 133 /hour	\$	798
Geo/Lab Assistant	Data Compilation & Progress Report Preparation	4 hours @ \$ 85 /hour	\$	340
Administrative Assistant	Word Processing, CAD Drawings & Co-ordination	2 hours @ \$ 65 /hour	\$	130
Subtotal			\$	1,888
TOTAL ESTIMATED FEES			\$	9,375

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

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

OTHER CHARGES

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

NOTES (Field Services)

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

INVOICES

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

TERMS AND CONDITIONS

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

EXHIBIT "A"

GEOTECHNICAL TESTING

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

The Consultant shall perform the following professional engineering and geotechnical testing services:

- ~~Perform all geotechnical testing services for the Project required by Title 24 of the California Code of Regulations.~~
 - ~~Research and review of previous geotechnical investigation and geologic/fault reports for the site and vicinity~~
 - ~~Geologic reconnaissance of the site~~
 - ~~Subsurface exploration of the site~~
 - ~~Laboratory testing of selected soil samples obtained during drilling~~
 - ~~Geologic hazards evaluation~~
 - ~~Site surface, subsurface, and groundwater conditions~~
 - ~~Geologic and seismic conditions at the sites in accordance with California Geological Survey (CGS Note 48) and the Division of State Architect (DSA) requirements~~
 - ~~Identify potential seismic hazards and liquefaction potential~~
 - ~~Provide site specific seismic design parameters as per current California Building Code~~
 - ~~Provide site specific Design Response Spectrum (2% on 50 years)~~
 - ~~Corrosion and chemical attack potential of soils~~
 - ~~Soil criteria for foundation design, including soil bearing pressure, embedment depths, and resistance to lateral loads~~
 - ~~Estimated foundation settlements and differential settlements~~
 - ~~Concrete floor slab on grade design recommendations including thickness, reinforcement, base, vapor barrier, and compaction~~
 - ~~Earthwork construction including site preparation, over excavation, fill placement, and compaction~~
 - ~~General assessment and recommendations for use of on-site materials for construction~~
 - ~~Preliminary asphalt concrete and concrete pavement sections based on assumed traffic indices for parking areas, drive aisles, delivery areas, fire access lanes, reinforcement, base, and compaction for TI 5, 6, and 7~~
 - ~~Recommendations and/or validation of base requirements for permeable pavers~~
 - ~~Anticipated excavation conditions and temporary excavations~~
 - ~~Underground utility trench backfill recommendations~~
 - ~~Recommendations regarding demolition of existing structures~~
 - ~~Compaction and base requirements for site walls and improvements~~
 - ~~Percolation test at proposed planters and parking lots~~
 - ~~Provide values for tie back anchors~~
 - ~~Provide values for caissons and/or piles~~
 - ~~Provide values for passive pressure for design of light pole/ flag pole footings in areas outside of building pad where soil compaction may not occur.~~
 - ~~Document removal and re-compaction test areas and depths~~
 - ~~Observe and test compaction of subgrades to receive AC pavement and/or Portland cement concrete~~
 - ~~Provide onsite compaction testing for AC pavement areas~~
 - ~~Perform required laboratory tests on retained samples from on-site and/or imported materials for fill placement as required on the soils report.~~
 - ~~Observe, inspect, sample, and test all structural concrete placed at the project site including the placement of all reinforcing steel~~
 - ~~Observe and inspect all structural steel erection including welding~~
 - ~~Upon completion of Project, prepare a DSA 291 and a DSA 293~~
-

In addition, the Consultant shall perform geotechnical observations and testing services during construction of the Project, and shall include, without limitation:

- ~~Risk Assessments per Title 5 of the California Code of Regulations~~
- ~~Other Geohazard Assessments~~
- ~~Health Risk Assessments including Toxic Air Emissions~~
- ~~Geohazard Studies~~
- ~~Railroad Risk Studies~~
- ~~Pipeline/Water Storage Tank Risk Studies~~
- ~~Electromagnetic Field Management Plans~~
- ~~Hazardous waste site investigations~~
- ~~Safety assessments~~
- ~~Air emissions assessments~~
- ~~Groundwater and soil vapor extraction / remediation systems~~
- ~~Site visits to monitor the contractor's earthwork construction activities~~
- ~~Observations and testing during site grading, installation of underground utilities, setting sub-grade and installing aggregate base, and foundation excavations~~
- ~~Engineering consultations~~
- ~~Project management of geotechnical concerns~~
- ~~Consultant shall prepare and present a final report to the District within 30 days before / after the District's recording of a notice of completion~~

Consultant shall present drafts and final reports for action/information by the District's Board of Education.

Refer to proposals
P09OAK03-00160 and
P08SJO02-00094
below

July 24, 2015
Proposal No. 09OAK03-00160

Mr. Eduardo Rivera Garcia
Oakland Unified School District
955 High Street
Oakland, California 94601

Subject: Proposal for Soil Disposal Waste Characterization Sampling
Claremont Middle School Interim Dining Project
5750 College Avenue, Oakland, California 94602

Dear Mr. Garcia:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to Oakland Unified School District (OUSD) to perform soil disposal waste characterization sampling at the Claremont Middle School Interim Dining Project at 5750 College Avenue, Oakland, California (the Site). Presented below are the project background and our proposed scope of services.

PROJECT BACKGROUND

Ninyo & Moore understands OUSD is constructing interim dining facilities at the Site. These construction activities will include limited soil excavation for this project including utility trenching. OUSD indicated the site excavation including the utility trenches will generate approximately 500 cubic yards of soil. Sampling of the soil will be performed from beneath the existing concrete slab.

PROPOSED SCOPE OF SERVICES

Ninyo & Moore's proposed scope of services includes the collection and analysis of soil samples for offsite disposal waste characterization. The specific tasks to be performed by Ninyo & Moore are described below.

Task 1 – Pre-Field Activities

Under this Task, Ninyo & Moore will prepare for the field sampling activities to be performed under Task 2. This preparation includes coordinating with the analytical laboratory. In addition, under this Task Ninyo & Moore will provide general project coordination with OUSD.

Task 2 – Soil Sampling and Analysis

Ninyo & Moore will mobilize to the site and collect one four-point composite soil sample from shallow soils in four locations. The one composite soil sample will be collected for an estimated volume of less than 500 cubic yards of soil in the upcoming excavation. Ninyo & Moore will conduct these activities following standard environmental sampling and handling methods.

Ninyo & Moore will submit these samples under chain-of-custody documentation to a California-certified analytical laboratory. Prior to conducting the sample analysis, Ninyo & Moore will request the analytical laboratory to prepare four-point composite soil samples as follows:

- One (1) four-point composite soil samples will be prepared. Ninyo & Moore understands that the soil to be excavated is a volume estimated at less than 500 cubic yards and so one composite soil samples will be sufficient for classification.

The composite soil sample will be analyzed for the following:

- Total petroleum hydrocarbons as gasoline (TPHg), as diesel (TPHd) and as motor oil (TPHmo) using United States Environmental Protection Agency (USEPA) Method 8015B;
- Full suite volatile organic compounds (VOCs) using USEPA Method 8260B; and,
- California Title 22 Metals using USEPA Method 8010B/7471A.

The composite sample will be analyzed on a rush (24-hour) turn-around-time. Ninyo & Moore notes the above sampling and analysis is based on our professional experience. We recommend OUSD discuss our approach with the contractor arranging the offsite transportation and disposal of this excavated soil to determine if the number of composite samples collected and the associated laboratory analyses will be acceptable to the disposal facility. Ninyo & Moore's proposed sample density assumes one composite soil samples will be adequate for the waste characterization of the 500 cubic yards or less of soil excavated for the project. Should a larger quantity of soil be excavated, additional sampling will be required.

Task 3 – Documentation

Ninyo & Moore will prepare tables documenting the analytical results. These tables will compare the analytical results with California Code of Regulatory (CCR) Title 22 waste characterization screening levels, which include Total Threshold Limit Concentrations (TTLCs) and Soluble Threshold Limit Concentration (SLTCs), and Resource Conservation and Recovery Act (RCRA) Toxicity Characteristic Leaching Procedure (TCLP) concentrations. The detected soil concentra-

tions will be directly compared against the TTLCs, while the industry rules-of-thumb of 10-times the STLC and 20-times the TCLP will be employed to determine whether further laboratory analysis is warranted.

Assumptions

- OUSD will provide Ninyo & Moore access to the Site.
- The field sampling activities will be completed in one day or less using one Ninyo & Moore staff.
- OUSD will confirm that the number of composite samples collected and analyzed will comply with the acceptance criteria of the disposal facility.
- Ninyo & Moore does not guarantee that additional samples and/or analyses may be requested by the disposal facility for further disposal characterization.
- Ninyo & Moore has included costs for performing one California Waste Extraction (WET) tests for lead, a typical metal of concern for waste disposal, for comparison against the STLC. Costs for additional STLC and/or TCLP analyses are not included.
- Ninyo & Moore will not be required to prepare a report documenting the soil disposal waste characterization sampling activities and findings.

SCHEDULE

Ninyo & Moore will commence with the proposed scope of services described above immediately following receipt of your authorization. Ninyo & Moore understands OUSD is making the site available for sampling on July 24, 2015. The documentation of the soil sampling results will be provided to OUSD within one week following receipt of the final analytical laboratory reports, which will depend on the laboratory turn-around-time selected by OUSD.

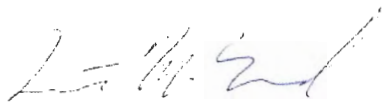
ESTIMATED FEE

Ninyo & Moore proposes to perform the scope of services described above, subject to the listed assumptions, on a time-and-materials basis in accordance with the attached breakdown of our estimated fee, for a total estimated fee of **\$3,475 (Three Thousand Four Hundred Seventy Five Dollars)**. If additional tasks beyond the scope of services described above are needed, Ninyo & Moore will contact OUSD to discuss these requirements and obtain authorization for additional scope and budget to address such additional tasks.

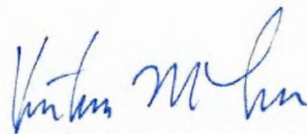
If the scope of services and fee estimate contained in this proposal are acceptable to OUSD, please provide us with the appropriate written authorization.

Ninyo & Moore appreciates the opportunity to continue providing the OUSD consulting services related to the construction of this project. If you have additional questions or comments, please contact either of the undersigned at (510) 343-3000.

Sincerely,
NINYO & MOORE



Forrest McFarland, PG
Senior Environmental Geologist



Kris M. Larson, PG 8059
Principal Geologist

FSM/KML/vmp

Attachment: Table 1 – Breakdown of Estimated Fees

Distribution: Addressee (via email)
(via email)

TABLE 1 - BREAKDOWN OF ESTIMATED FEES						
PRE-FIELD ACTIVITIES						
Senior Engineer/Geologist/Environmental Scientist	1	hour	@	\$150	hr	\$ 150.00
Senior Project Engineer/Geologist/Environmental Scientist	3	hours	@	\$140	hr	\$ 420.00
Subtotal						\$ 570.00
SOIL SAMPLING AND ANALYSIS						
Senior Engineer/Geologist/Environmental Scientist	1	hour	@	\$150	hr	\$150
Senior Project Engineer/Geologist/Environmental Scientist	6	hours	@	\$140	hr	\$840
Field Vehicle Usage	6	hours	@	\$12	hr	\$72
Sampling Supplies	1	item	@	\$50	ea	\$50
PID	1	day	@	\$150	d	\$150
Labotatory Analysis - TPHg (24-hour TAT)	1	tests	@	\$110	ea	\$253
Labotatory Analysis - TPHd/mo (24-hour TAT)	1	tests	@	\$130	ea	\$150
Labotatory Analysis - VOCs (24-hour TAT)	1	tests	@	\$170	ea	\$196
Labotatory Analysis - CA Title 22 Metals (24-hour TAT)	1	tests	@	\$300	ea	\$345
Labotatory Analysis - Compositing (24-hour TAT)	1	tests	@	\$15.00	ea	\$17
Laboratory Anlaysis - Lead WET	1	tests	@	\$85.00	ea	\$98
Subtotal (24-hour TAT)						\$2,320
DOCUMENTATION						
Principal Engineer/Geologist/Environmental Scientist	1	hour	@	\$155	ea	\$155
Senior Engineer/Geologist/Environmental Scientist	2	hours	@	\$150	ea	\$300
Data Processing, Technical Editing, or Reproduction	2	hours	@	\$65	ea	\$130
Subtotal						\$585
TOTAL ESTIMATED FEE FOR SERVICES (24-hour TAT)						\$ 3,475.00

SCHEDULE OF FEES FOR LABORATORY TESTING

Soils

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

Roofing

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

Masonry

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

Concrete

Cement Analysis Chemical and Physical, C 109	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39	\$ 30
Concrete Mix Design Review, Job Spec.	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 100
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 55
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 496	\$ 80

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6	\$ 70
Hardness Test, Rockwell, A-370	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 416	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706 No. 8 Rebar	\$ 55
No. 11 Rebar	\$ 75
No. 18 Rebar	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039)	\$ 675

Asphalt Concrete

Asphalt Mix Design, Caltrans	\$ 2,200
Asphalt Mix Design Review, Job Spec.	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Maximum Theoretical Unit Weight, D 2041	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 308	\$ 90

Aggregates

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142	\$ 100
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 140
Durability, Coarse, CT 229	\$ 165
Durability, Fine, CT 229	\$ 165
Los Angeles Abrasion, C 131 or C 535	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 110

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

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/27/2015

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Mandy Guo	CONTACT NAME: Doris Chambers PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS:														
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 475 Goddard, Suite 200 Irvine, CA 92618	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B: American Automobile Ins. Co.</td> <td>21849</td> </tr> <tr> <td>INSURER C: Alterra Excess & Surplus Ins. C</td> <td>33189</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co	25674	INSURER B: American Automobile Ins. Co.	21849	INSURER C: Alterra Excess & Surplus Ins. C	33189	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	6308986R247	10/03/2014	10/03/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	8108986R247	10/03/2014	10/03/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X X	CUP8986R247	10/03/2014	10/03/2015	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WZP81025302	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab & Contractor's Pollution Liab.		MAX7PL0001210	04/03/2014	10/03/2015	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

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

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: P-82572. Oakland Unified School District/Asbestos Hazard Emergency Response Act/HAZMAT/Asbestos Building Material Sureying And Testing Observations. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
 Attn: Rebecca Cingolani
 955 High Street
 Oakland, CA 94601-0000

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

Mandy Guo

DESCRIPTIONS (Continued from Page 1)

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

Insured: Ninyo & Moore Geotechnical &

Policy Number: WZP81025302

Effective Date: 05/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

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

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

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

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District
Attn: Rebecca Cingolani
955 High Street
Oakland, CA 94601-0000

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

Countersigned by



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

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

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

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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/06/2015

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Mandy Guo	CONTACT NAME: Doris Chambers PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS:														
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COVERAGES**CERTIFICATE NUMBER:****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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> OCP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6308986R247	10/03/2014	10/03/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	8108986R247	10/03/2014	10/03/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	CUP8986R247	10/03/2014	10/03/2015	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81025302	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab & Contractor's Pollution Liab.			MAX7PL0001210	04/03/2014	10/03/2015	\$5,000,000 per Claim \$5,000,000 Annl Aggr.

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

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.

REF: OUSD Claremont Kitchen & Cafeteria Fire Repair/402612001. Geotechnical & Materials Testing. **GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: Oakland Unified School District, District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers. Commercial**
 (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
Attn: Susie Butler Berkley
955 High Street
Oakland, CA 94601-0000

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



DESCRIPTIONS (Continued from Page 1)

General Liability is primary and non-contributory and includes severability of interests per policy form.
Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers
Compensation.

POLICY NUMBER: 6308986R247

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 10/03/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): Oakland Unified School District
Attn: Susie Butler Berkley
955 High Street
Oakland, CA 94601-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF PERSON OR ORGANIZATION CONTINUATION: Oakland Unified School District, District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers.

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

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

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Insured: Ninyo & Moore Geotechnical &

Policy Number: WZP81025302

Effective Date: 05/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

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

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

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

SCHEDULE

Person or Organization

Job Description

Oakland Unified School District

Attn: Susie Butler Berkley

955 High Street

Oakland, CA 94601-0000

SCHEDULE CONTINUATION:Oakland Unified School District, District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers.

Countersigned by



Authorized Representative



INDEPENDENT CONSULTANT GEOTECHNICAL ROUTING FORM

Project Information

Project Name	Claremont Kitchen and Cafeteria Fire Repair	Site	201
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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	Ninyo & Moore	Agency's Contact		Ruchil Shah				
OUSD Vendor ID #	V058012	Title		Project Manager				
Street Address	1956 Webster Street, Suite 400	City	Oakland	State	CA	Zip	94612	
Telephone	510-633-5640	Policy Expires	10-3-2015					
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 #	15100							

Term

Date Work Will Begin	7/17/2015	Date Work Will End By (not more than 5 years from start date)	7/17/2016
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$12,850.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
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
	RISK MANAGEMENT			\$12,850.00

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	8/7/10		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	8/13/12		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	8/21/15		
4.	Senior Business Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			