

Board Office Use: Legislative File Info.	
File ID Number	16-1674
Introduction Date	8-10-2016
Enactment Number	16-1310
Enactment Date	8/10/16



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
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 10, 2016

Subject Independent Contractor Agreement for Professional Services - Ninyo & Moore - McClymonds Intensive Support Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services between the District and Ninyo & Moore, Oakland, CA., for the latter to provide material testing and special inspection services, in conjunction with the McClymonds Intensive Support Site Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 11, 2016 and concluding no later than December 30, 2016, in an amount not-to exceed \$8,554.00.

Discussion Geotechnical services are required for the McClymonds Intensive Support Site project. Scope includes renovation of the Library, upgrades in the auditorium, cafeteria, classrooms and restrooms.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method Professional Services Agreement - Formal -Advertised RFP/Awarded to entity following OUSD competitive solicitation process

Recommendation Approval by the Board of Education of an Independent Contractor Agreement for Professional Services between the District and Ninyo & Moore, Oakland, CA., for the latter to provide material testing and special inspection services, in conjunction with the McClymonds Intensive Support Site Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 11, 2016 and concluding no later than December 30, 2016, in an amount not-to exceed \$8,554.00.

Fiscal Impact Measure J, Fund 21

Attachments

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



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-1674

Department: OUSD Facilities

Vendor Name: Ninyo & Moore

Project Name: McClymonds Intensive Support Site **Project No.:** 15106

Contract Term: Intended Start: 8-11-2016 Intended End: 12-30-2016

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 8,554.00

Approved by: Tadashi Nakadegawa & Joe Dominquez

Is Vendor a local Oakland Business or have they met the requirements of the

Local Business Policy? Yes ☒ No ☐

How was this Vendor selected?

This vendor provided a best value proposal and is an Oakland-based company.

Summarize the services this Vendor will be providing.

Scope includes geotechnical observation during drilling piers, compaction testing, soil assessment for disposal, concrete sampling and testing.

Was this contract competitively bid? Yes ☒ No ☐

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

☐

Educational Materials

☐

Special Services contracts for financial, economic, accounting, legal or administrative services

☒

CUPCCAA exception (Uniform Public Construction Cost Accounting Act)

☒

Professional Service Agreements of less than \$86,000 (increases a small amount on January 1 of each year)

☐

Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐

Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)

☐

Emergency contracts

☐

Technology contracts

☐

electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

☐

contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

☐

Western States Contracting Alliance Contracts (WSCA)

☐

California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐

"Piggyback" Contracts with other governmental entities

☐

Perishable Food

☐

Sole Source

☐

Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐

Other, please provide specific exception

3)

☐

Not Applicable - no exception - Project was competitively bid

INDEPENDENT CONSULTANT
Less Than \$87,700

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the 6th day of June in the year 2016, between the **Oakland Unified School District** ("District") and **Ninyo & Moore** ("Consultant"). ~~The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."~~

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project is to include material testing, special inspections and soil sampling and Lab report for soil disposal classification.

2. **Term.** Consultant shall commence providing Services under this Agreement on August 11, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on December 30, 2016. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
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:

<u> X </u> Signed Agreement	<u> X </u> W-9 Form
<u> X </u> Insurance Certificates & Endorsements	<u> X </u> Workers' Compensation Certificate
<u> N/A </u> Bonds (as requested by District)	<u> X </u> Debarment Certification
<u> X </u> Fingerprinting/Criminal Background Investigation Certification	<u> </u> Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Eight thousand, five hundred fifty-four Dollars and no cents (\$8,554.00)** ("Contract Price"). District shall pay Consultant only for all undisputed amounts in 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 the Work. Expenses will not be charged on this Work above the

maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of 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 Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her 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.
9. **Standard of Care.**
 - 9.1. 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. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** 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.
11. **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.

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 sixty (60) 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 sixty (60) 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. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. 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 required 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.

- 12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

- 13. **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, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, 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 or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

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 insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 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	\$ 1,000,000
Each Occurrence	\$ 1,000,000
General Aggregate	
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's 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 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."
- 14.2.2. 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.
- 14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds 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 shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

- 14.3. **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.
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. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
20. **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.
21. **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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status 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. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

22. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
23. **Audit.** 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 three (3) 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.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **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.
26. **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.
27. **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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **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:

Oakland Unified School District

900 High Street
Oakland, CA 94601
Tel: 510-633-5640
ATTN: Tadashi Nakadegawa

Consultant

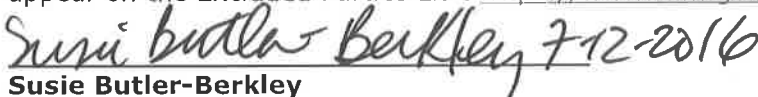
Ninyo & Moore
1956 Webster Street, Ste 400
Oakland, CA 94612
Tel: 510-633-5640
ATTN: Ruchill Shah

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.

29. **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.
30. **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 California county in which the District's administration offices are located.
31. **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.
32. **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.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

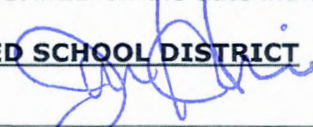
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education


8/11/16

Date


Antwan Wilson, Superintendent & Secretary, Board of Education

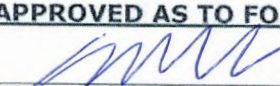
8/11/16

Date


Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date


APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

7.18.11

Date

CONSULTANT


Mark J. Hahle, Principal/Director of Construction Services
Ninyo & Moore

July 8, 2016

Date

Information regarding Consultant:

Consultant: Ninyo & Moore

License No.: A697063

Address: 1956 Webster Street, Suite 400

Oakland, California 94612

Telephone: 510-343-3000

Facsimile: 510-343-3001

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: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, 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: July 8, 2016

Proper Name of Consultant: Ninyo & Moore

Signature: 

Print Name: Mark J. Hahle

Title: 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 awarding body prior to performing any Work under this Contract.)

**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 8th day of July 2016 for the purposes of submission of this Agreement.

By:



Signature

Mark J. Hahle

Typed or Printed Name

Principal/Director of Construction Services

Title

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 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):

X Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' 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 subcontractors' 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 subcontractors' employees is

Name: Mark J. Hahle

Title: Principal/Director of Construction Services

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

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant 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/>).

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

Date: July 8, 2016

Proper Name of Consultant: Ninyo & Moore

Signature: 

Print Name: Mark J. Hahle

Title: Principal/Director of Construction Services

EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

~~[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]~~

June 20, 2016
Proposal No. 09OAK03-00351

Ms. Mary Ledezma
Oakland Unified School District
955 High Street
Oakland, CA 94601

EXHIBIT A

Subject: Proposal for Materials Testing, Special Inspections and Soil Sampling for
Waste Classification
McClymonds Intensive Support Site
2607 Myrtle Street, Oakland, California
OUSD Project #15106

Dear Ms. Ledezma:

In accordance with your request, Ninyo & Moore is pleased to provide Oakland Unified School District (OUSD) this proposal to perform materials testing, special inspections and soil sampling for soil disposal classification for the property located at 2607 Myrtle Street in Oakland, California (site).

SCOPE OF WORK FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

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

- 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.
- Coordinate inspections and testing requests with the project inspector.
- Perform drilled piers observation.
- Sample soil and transport laboratory for testing.
- Perform proctor density test of soil in the laboratory.
- Perform field density test of soil.
- Review concrete mix designs submittals.

- Perform periodic batch plant inspection.
- Perform slump and temperature tests of concrete and cast compressive strength test specimens (1 set / 50 cubic yards) on site.
- Perform sample pick up for concrete and soil samples.
- Perform compressive strength tests of concrete specimen.
- 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 inspector.
- The contractor and subcontractors will maintain a 40-hour work week 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.
- Field Technician and special inspector rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Show up time will be charged as 2-hour minimum. Field personnel are charged portal to portal from our San Jose office.
- Compaction testing of soil, masonry placement inspection and testing, shoring and waterproofing observation and testing services to be provided by others or not part of this project and are not included in the cost estimate.
- Services that are not included will be provided upon the client's written request.
- Additional laboratory testing will be provided upon request and written approval, and will be billed at the rates listed on our current fee schedule.

PROPOSED ESTIMATED COST

Our proposed time-and-materials fee estimate for the scope of services described is **\$5,654 (Five Thousand Six Hundred and Fifty Four Dollars)**. Detailed estimate of fees are attached under Table 1. 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.

SCOPE OF WORK FOR ENVIRONMENTAL SOIL SAMPLING FOR WASTE CLASSIFICATION

Four discreet soil samples will be collected from one approximately 70 cubic yard soil stockpile located on site. The stockpile samples will be collected from four separate quadrants using a trowel from each sample location, and the sampling equipment will be decontaminated between locations using a distilled water/liquinox wash and distilled water rinse. Once sampling is completed, the samples will be placed in the appropriate laboratory-supplied sample containers and stored in chilled coolers.

Samples will be shipped to the laboratory under chain-of-custody where they will be combined into one 4-point composite sample, which will be analyzed for the following constituents:

- Title 22 Metals by United States Environmental Protection Agency (EPA) Method 6010B/7471A;
- Total Petroleum Hydrocarbons as diesel and motor oil (TPHd and TPHmo) by EPA Method 8015B;
- TPH as gasoline and volatile organic compounds by EPA Method 8260B;
- Organochlorine pesticides (OCPs) by EPA Method 8081;
- Polychlorinated biphenyls (PCBs) by EPA Method 8082;
- Asbestos by California Air Resources Board (CARB) Method 435 with a 400 point count; and
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270.
- One waste extraction test (WET) for either lead or chromium to evaluate waste classification.

Upon receipt, the laboratory analytical report will be forwarded to OUSD via email along with disposal options for the stockpiled material.

ASSUMPTIONS

- Site access will be arranged by OUSD.
- Laboratory turn-around-time will be 5 to 7 business days.
- No coring through either concrete or asphalt will be required for sample collection.

- Only one WET will be analyzed. If additional WETs are needed, the client will be consulted.

FEE ESTIMATE AND SCHEDULE FOR ENVIRONMENTAL SOIL SAMPLING FOR WASTE CLASSIFICATION

Our environmental services will be provided on a lump-sum basis. Our proposed fee for the scope of services outlined above is **\$2,900 (Two Thousand Nine Hundred Dollars)**.

TOTAL FEE AND SCHEDULE FOR MATERIALS TESTING AND ENVIRONMENTAL SERVICES

Our total fee for Environment and Material Testing services is **\$8,554 (Eight Thousand Five Hundred and Fifty Four Dollars)**. Ninyo & Moore is prepared to begin our services upon receipt of your authorization to proceed. To acknowledge your acceptance of our proposal, please forward the appropriate notice to proceed. Regarding materials testing services, we will provide services on an as needed basis and will require 24 hours notice for scheduling inspection and testing visits. To acknowledge your acceptance of our proposal, please forward the appropriate notice to processd.

Sincerely,
NINYO & MOORE



Peter D. Sims
Project Environmental Geologist



Kris M. Larson, PG 8059
Principal Environmental Geologist



Ruchil Shah
Project Manager

PDS/KML/RS/slm

Attachments: Table 1 – Breakdown of Estimated Fees for Materials Testing & Special Inspection Services

Table 2 – Breakdown of Estimated Fees for Soil Disposal Classification

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

TABLE 1 - BREAKDOWN OF ESTIMATED FEE FOR MATERIALS TESTING & SPECIAL INSPECTION SERVICES				
TASK 1 - ON SITE MATERIALS TESTING & SPECIAL INSPECTIONS				
Field Technician	Dissect Piers Observation	3 hours @ \$ 55 /hour	\$	165
Field Technician	Field Density Testing of Soil	8 hours @ \$ 85 /hour	\$	680
Field Technician	Periodic Batch Plant Inspection	4 hours @ \$ 85 /hour	\$	340
Field Technician	Concrete Sampling	12 hours @ \$ 85 /hour	\$	1,020
Sample Pick up	Soil Samples and Concrete Specimens	6 hours @ \$ 85 /hours	\$	510
Nuclear Gauge Charges	Equipment Charges	8 hours @ \$ 12 /hour	\$	96
Vehicle Charges	Field Vehicle Usage	38 hours @ \$ 10 /hour	\$	380
Subtotal			\$	3,700
TASK 2 - LABORATORY TESTING				
Proctor Density, D1557, D698, CT218, T180	For Soil Compaction Testing	1 test @ \$ 260 /test	\$	260
Compression Test, 6x12 Cylinder, C39	1 Set of 4 Cylinders / 50 Yards	8 tests @ \$ 30 /test	\$	240
Subtotal			\$	500
TASK 3 - PROJECT MANAGEMENT				
Principal Engineer/Geologist	Consultation & Final Verified Report Preparation	2 hours @ \$ 155 /hour	\$	310
Project Engineer/Geologist	Meetings, Project Co-ordination, Report Review & Distribution	6 hours @ \$ 133 /hour	\$	798
Administrative Assistant	Word Processing, CAD Drawings & Co-ordination	4 hours @ \$ 85 /hour	\$	340
Subtotal			\$	1,448
TOTAL ESTIMATED FEES			\$	5,654

TABLE 2 - BREAKDOWN OF ESTIMATED FEE FOR SOIL DISPOSAL CLASSIFICATION

PROJECT COORDINATION, MANAGEMENT AND TECHNICAL SUPPORT				
Principal Engineer/Geologist/Environmental Scientist	hour	@ \$ 155.00 /hour	\$	-
Senior Engineer/Geologist/Environmental Scientist	hour	@ \$ 150.00 /hour	\$	-
Senior Project Engineer/Geologist/Environmental Scientist	hour	@ \$ 140.00 /hour	\$	-
Project Engineer/Geologist/Environmental Scientist	2 hours	@ \$ 133.00 /hour	\$	266.00
Supervisory Technician	hour	@ \$ 95.00 /hour	\$	-
Geotechnical Assistant/Dispatcher	hour	@ \$ 95.00 /hour	\$	-
Subtotal			\$	266.00

FIELD SERVICES					
Principal Engineer/Geologist/Environmental Scientist	hour	@	\$ 155.00 /hour	\$	-
Senior Engineer/Geologist/Environmental Scientist	hour	@	\$ 150.00 /hour	\$	-
Senior Project Engineer/Geologist/Environmental Scientist	8 hours	@	\$ 140.00 /hour	\$	1,120.00
Supplies	Lump Sum			\$	200.00
Subtotal				\$	1,320.00

LABORATORY ANALYSES				
TPHd/mo	1 test	@ \$ 55.00 /test	\$	63.25
OCPs	1 test	@ \$ 80.00 /test	\$	92.00
PCBs	1 test	@ \$ 65.00 /test	\$	74.75
CA T22 Metals	1 test	@ \$ 130.00 /test	\$	149.50
Asbestos	1 test	@ \$ 300.00 /test	\$	345.00
PAHs	1 test	@ \$ 110.00 /test	\$	126.50
VOCs and TPHg	1 test	@ \$ 120.00 /test	\$	138.00
WET	1 test	@ \$ 100.00 /test	\$	115.00
Sample Composite and Disposal	1 test	@ \$ 30.00 /test	\$	34.50
Subtotal			\$	1,138.50

REPORT PREPARATION				
Principal Engineer/Geologist/Environmental Scientist	hour	@ \$ 155.00 /hour	\$	-
Senior Engineer/Geologist/Environmental Scientist	hour	@ \$ 150.00 /hour	\$	-
Senior Project Engineer/Geologist/Environmental Scientist	hour	@ \$ 140.00 /hour	\$	-
Project Engineer/Geologist/Environmental Scientist	1 hour	@ \$ 133.00 /hour	\$	133.00
Senior Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 120.00 /hour	\$	-
Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 110.00 /hour	\$	-
Technical Illustrator/CAD Operator	hour	@ \$ 80.00 /hour	\$	-
Data Processing, Technical Editing, or Reproduction	hour	@ \$ 45.00 /hour	\$	-
Subtotal			\$	133.00

TOTAL ESTIMATED FEE \$ 2,857.50

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.

SCHEDULE OF FEES FOR LABORATORY TESTING

Soils

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

Roofing

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

Masonry

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

Concrete

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

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6	\$ 70
Hardness Test, Rockwell, A-370	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 416	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar	\$ 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
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000

Aggregates

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142	\$ 100
Cleanliness 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.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/08/2016

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 A. Chambers PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: dchambers@dealeyrenton.com														
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1956 Webster Street, Suite 400 Oakland, CA 94612	<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 : Evanston Insurance Company</td> <td>35378</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 : Evanston Insurance Company	35378	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Property Casualty Co	25674														
INSURER B : American Automobile Ins. Co.	21849														
INSURER C : Evanston Insurance Company	35378														
INSURER D :															
INSURER E :															
INSURER F :															

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	10/03/2015	10/03/2016	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	10/03/2015	10/03/2016	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	10/03/2015	10/03/2016	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"/> N <input type="checkbox"/> Y <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WZP81032192	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> WC STATUTORY 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.			MAX7PL0001977	10/03/2015	04/03/2017	\$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/MClymonds/Soil Sampling/09OAK03-00351. Geotechnical and Environmental Testing Services. 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

General Liability is primary and non-contributory and includes severability of interests per policy form.

(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)

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

POLICY NUMBER: 6308986R247

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/03/2015

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: WZP81032192

Effective Date: 05/01/2016

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

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

Job Description

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

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:



INDEPENDENT CONSULTANT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information

Project Name	McClymonds Intensive Support Site	Site	303
--------------	-----------------------------------	------	-----

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	10-3-2016					
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 #	15106							

Term

Date Work Will Begin	8-10-2016	Date Work Will End By (not more than 5 years from start date)	12-30-2016
----------------------	-----------	--	------------

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$8,554.00
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
9450	Measure J, Fund 21	3039905890	6265	\$8,554.00

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	7/12/16		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	7-18-16		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	7-15-16		
4.	Senior Business Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			