Board Office Use: Le	gislative File Info.
File ID Number	17-2418
Introduction Date	12-13-2017
Enactment Number	17-1722
Enactment Date	17/13/17 80



#### Memo To Board of Education From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education By: Vernon Hal, Senior Business Officer Joe Dominguez, Deputy Chief, Facilities Planning and Management **Board Meeting Date** December 13, 2017 Amendment No. 7 Independent Consultant Agreement - Terraphase Engineering Subject - Foster The Center Project **Action Requested** Approval by the Board of Education of Amendment No. 7, for an Independent Agreement between the District and Terraphase Engineering, Oakland, CA, for the latter to provide additional architectural services includes conducting Site and Best Management Practice (BMP) inspections per the State Water Resources Control Board (SWRCB) Oder No. 2009-009 DWQ. See attached Exhibit "A" for detail description of scope, in conjunction with the Foster The Center Project, in the amount of \$60,677.00, increasing the contract not-toexceed amount from \$399,056.20 to \$459,733.20, to extend the ending date from April 1, 2018 to April 1, 2019. All other terms and conditions of the contract remain in full force and effect. Extended services are required due to the revised construction schedule. Discussion 84.00% LBP (Local business participation percentage) Recommendation Approval by the Board of Education of Amendment No. 7, for an Independent Agreement between the District and Terraphase Engineering, Oakland, CA, for the latter to provide additional architectural services includes conducting Site and Best Management Practice (BMP) inspections per the State Water Resources Control Board (SWRCB) Oder No. 2009-009 DWQ. See attached Exhibit "A" for detail description of scope, in conjunction with the Foster The Center Project, in the amount of \$60,677.00, increasing the contract not-toexceed amount from \$399,056.20 to \$459,733.20, to extend the ending date from April 1, 2018 to April 1, 2019. All other terms and conditions of the contract remain in full force and effect. Fund 21, Measure J **Fiscal Impact** Attachments Amendment No. 7, 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 I	D No.				
Department:	Facilities Planni	ng and Managem	ent		
Vendor Name:	Terraphase Eng	ineering Inc.			
Project Name:	Foster The Cent	er	Proje	ect No.: 13133	
Contract Term:	Intended Start:	11/9/2017	Intended End:	4/1/2018	
Annual (if annua	l contract) or To	tal (if multi-yea)	r agreement) Cost:	\$60,677.00	
Approved by:	Cesar Monterros	a			
Is Vendor a local	Oakland Busine	ess or have they r	meet the requiremen	nts of the	
Local Business P	olicy?	Yes (No if Unchecke	ed)		
How was this Ve	ndor selected?				
Therraphase is cu	rrently providing	inspection service	es on this project.		
Summarize the s	ervices this Vend	lor will be provid	ding.		
Daufanna atama ma	tor increations on	d according to d	nlianca convices durin	a the construction phy	ase of the project

Perform storm water inspections and associated compliance services during the construction phase of the project.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Review of proposal for extending services seems fair and reasonable.

- 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 alternative 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 competitvely 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
    - UWestern States Contracting Alliance Contracts (WSCA)
    - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
  - Diggyback" 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



### AMENDMENT NO. 7 TO INDEPENDENT CONSULTANT AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Terraphase Engineering</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>January 14, 2015</u>, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . X The scope of work has <u>changed</u> .
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
	The CONTRACTOR agrees to provide the following amended services: <u>Additional architectural services includes conducting</u> <u>Site and Best Management Practice (BMP) inspections per the State Water Resources Control Board (SWRCB) Order No.</u> 2009-009 DWQ. See attachment Exhibit "A" for detail description of scope.
2.	Terms (duration): The term of the contract is <u>unchanged</u> . X The term of the contract has <u>changed</u> .
	If term is changed: The contract term is extended by an additional <u>12 months</u> , and the amended expiration date is <u>April 1, 2019.</u>
3.	Compensation: The contract price is <u>unchanged</u> . X The contract price has <u>changed</u> .
	If the compensation is changed: The contract price is amended by
	X Increase of <u>\$60,677.00</u> to original contract amount
	Decrease of \$to original contract amount
	and the new contract total is Four hundred fifty-nine thousand, seven hundred, thirty-three dollars and twenty cents (\$459.733.20)

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

#### 5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	1-14-2015	The scope of the projects to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant has included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.	\$38,965.00
2	12-14-2017	The scope of the project is to cover taking ten (10) shallow soll samples. The samples will be tested for leachable lead and total petroleum hydrocarbons.	\$8,190.00
3	8-12-2015	The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (Added to the project) for the community	\$80,993.00
4	9-23-2015	The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (Added to the project) for the community	\$65,575.00
5	1-13-2016	Terraphase Engineering will collect 6 soil samples and analyze for PCBs and total lead	\$2,713.20
6	6-8-2016	Perform storm water inspections and associated compliance services during the construction phase.	\$111,972.00

K999069.002 Rev. 10/30/08

Contract No.

P.O. No.

Amendment to Professional Services Contrac	Amendment	to Pro	ofessional	Services	Contract
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Additional architectural services. See attachment Exhibit "A" for detail description \$60,677.00 7 12-13-2017 of scope.

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

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President Board of Education

Date

Kya Johnson-Trammell, Superintendent Secretary, Board of Education

Joe Dominguez, Deputy Chie Date Facilities, Planning and Managemen

Date Marion McWilliams

General Counsel, Facilities, Planning and Management

CONTRACTOR

Contractor Signature

JEFF RAWEZ; VICE PRESIDE Name. Title

Print Name, Title

- EXHIBIT "A" Scope of Work
- **Contractor Name: Terraphase Engineering**

#### Billing Rate: Sixty thousand, six hundred seventy-seven dollars and no cents (\$60,677.00)

Description of Services to be Provided 1.

> The scope to include additional architectural services. See attachment Exhibit "A" for detail description of scope.

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

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

Cesar Monterrosa

Director of Facilities Planning and Management

# terraphase e n g i n e e r i n g

## EXHIBIT A

August 30, 2017

Mr. John Esposito Project Manager Oakland Unified School District 955 High Street Oakland, CA 94601

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

Subject: Change Order Request to Perform Stormwater Inspection and Associated Compliance Services for the Extended Construction Schedule at the Proposed Oakland Unified School District Central Kitchen, Instructional Farm and Educational Center Project Located at 2850 West Street in Oakland, California

#### Dear Mr. Esposito:

Terraphase Engineering Inc. (Terraphase) thanks the Oakland Unified School District (the District) for the opportunity to submit this Change Order Request to Perform Stormwater Inspection and Associated Compliance Services for the Extended Construction Schedule at the Proposed Oakland Unified School District Central Kitchen, Instructional Farm and Educational Center Project Located at 2850 West Street in Oakland, California ("the Site"). In April 2016, Terraphase provided a proposal for stormwater compliance services for the project from June 2016 through March 2018. Terraphase was issued a contract (Contract Amendment # 6; File ID Number 16-1503) for \$111,972. Based on communications with Mr. John Esposito and Mr. John Olsson from the project team, we understand that that our services would extend through the current estimated permit closure date of April 30, 2019. This change in project schedule accounts for an additional 13-months of stormwater inspection support and preparation of one additional Annual Report.

This change order request accounts for the services in addition to those services identified in the June 2016 proposal and approved in Contract Amendment # 6: site inspections from April 2018 through April 2019 and Annual Report for reporting year 2018-2019.

#### Scope of Work

#### Task 1: Site Inspections (April 2018 – April 2019)

This task includes conducting Site and Best Management Practice (BMP) inspections per the State Water Resources Control Board (SWRCB) Order No. 2009-0009 DWQ (as amended by Order Nos. 2010-0014 DWQ and & 2012-0006-DWQ) General Permit for Construction (CGP). Activities involved include the following:

- BMP/Stormwater awareness training for construction crew and Site personnel
- Periodic project coordination, weather forecasting, and management
- Weekly inspections
- Rain event inspections

- Filing inspection reports in the SWPPP and providing copies to relevant team members
- One Change of Information (COI) for the Stormwater Pollution Prevention Plan (SWPPP)

This change order request includes continued site inspections from April 1, 2018 through April 30, 2019. Terraphase will coordinate with Site personnel on an ongoing basis, track construction progress and changing site conditions, conduct weather forecasting, assist Site personnel and the District with compliance, and manage scope, schedule, and budget. Terraphase will work directly with construction personnel and project managers if corrective actions (including additional BMPs or BMP maintenance) are required based on inspection results.

A total of <u>eighty-one</u> inspections have been assumed between April 2018 and April 2019. Inspections will be conducted weekly and surrounding rain events (before, every 24 hours during, and following qualifying events). If weather or construction schedule dictate further visits are necessary, additional fees will apply. Only with written authorization from the District will additional site visits will be conducted. Inspections will be conducted or overseen by a California Stormwater Quality Association Qualified SWPPP Practitioner (QSP).

This task also includes compliance training, required by the CGP for all onsite personnel. Training will be conducted onsite, in a tailgate format, at construction kickoff and subsequently during inspection visits, as needed.

#### Task 2: Annual Report Preparation (Reporting Year 2018-2019) and Change of Information (COI)

This change order request includes preparation of <u>one</u> Annual Report for the 2018-2019, per the requirements of the CGP (the Annual Reports for 2016-2017 and 2017-2018 are included in the current authorization). Draft Annual Reports will be submitted to the District for review and certification in the SWRCB's Stormwater Multi-Application Reporting and Tracking System (SMARTS). This change order request also includes a COI, which accounts for a new risk evaluation, updates to the SWPPP, and SMARTS database management.

#### Additional Assumptions

- The District or their agents have retained a Qualified SWPPP Developer who will prepare SWPPP Changes of Information and Amendments, if needed. Terraphase can provide these services, if needed, and additional fees will apply.
- Permit fees (assessed initially and annually) will be paid by the District.
- The District's Legally Responsible Person will make him/herself available for certification of documents, as required, in the SWRCB's SMARTS online database.
- Terraphase will be added to the District's SMARTS account as a Data Submitter (Terraphase can provide guidance on this process).
- All deliverables will be provided in electronic format.
- Sampling is not required based on the Risk Level 1 determination for the Site.
- BMP maintenance/installation is not included but can be provided for an additional fee.

#### Cost Estimate

A twenty percent owner contingency has been added to the project as shown in the following table, which will not be used without District approval. Our not-to-exceed cost for performing the work is

\$60,677 (\$50,564 plus owner contingency of \$10,113). A summarized cost estimate identifying the costs per task in the current authorization and in this change order request, as well as a project total, is provided in the Table 1.

#### Table 1 – Cost Estimate

	Currently Authorized	Proposed Change	
Task	(Amendment # 6)	Order	Project Total
1: Site Inspections	\$81,488	\$44,804	\$126,292
2: Annual Report Preparation/COI	\$5,407	\$5,760	\$11,167
3: LTMP and NOT Preparation	\$6,415	\$0.00	\$6,415
Subtotal	\$93,310	\$50,564	\$143,874
Owner Contingency	\$18,662	\$10,113	\$28,775
Requested Budget including 20% Owner			
Contingency	\$111,972	\$60,677	\$172,649

#### Closing

Thank you for the opportunity to provide the District with this change order. If you have any questions or comments regarding this submittal, please contact Alice Hale Price at 510-645-1850x57 or Hans Kramer at 510-645-1850x46.

Sincerely,

For Terraphase Engineering Inc.

Alice Hale Price, P.E. Senior Project Engineer

This change order request is hereby it is addressed:	accepted by a duly authorized representative of the Client to whom
Signature:	
Printed Name:	A
Title:	Date:

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CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland, CA 94601							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
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ACORD 25 (2014/01) 1 of 1 The ACORD name and logo are registered marks of ACORD #S2158933/M2158852



#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) or Organization(s) Where Required By Written Contract

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART ERRORS AND OMISSIONS LIABILITY COVERAGE PART THIRD PARTY POLLUTION LIABILITY COVERAGE PART ONSITE CLEANUP COVERAGE PART

#### SCHEDULE

Name of Person(s) or Organization(s)	
Where Required by Written Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declar	ations.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us** within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

## EXCERPTS FROM CA 0001 (1013) HARTFORD BUSINESS AUTO COVERAGE

Insured: Terraphase Engineering, Inc. Policy Number: 57UECFM0438 Policy Effective Date: 10/04/2017 Additional Insured:

#### Additional Insured: SECTION II – COVERED AUTO LIABILITY COVERAGE

A.1. WHO IS AN INSURED: The following are "insureds"

c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

#### **Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS**

B. General Conditions - 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.

c. Regardless of the provisions of paragraph a. above, this Coverage Form's Covered Auto Liability Coverage is primary for any liability assumed under an "insured contract".

#### **Cross Liability Clause: SECTION V – DEFINITIONS**

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

## EXCERPTS FROM HA9916 (0312) HARTFORD COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

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

Terraphase Engineering, Inc.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB7J183014

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

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.

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 955 High Street Oakland, CA 94601

DATE OF ISSUE: 10/16/2017

#### Table 1

Time and Materials Cost Estimate

Oakland Unified School District

Central Commissary SWPPP Inspections and Reporting

Change Order Request (April 2018 - April 2018)

Category	Units Standard Discount		Discount	nt Rate			sk 1 e Inspections	Tas SWPPP Annua		τοτ	ALS	
							Quantity	Cost	Quantity	Cost	Quantity	Cost
LABOR												
Principal	hour	\$	220.00	10%	\$	198.00	41	\$8,044	6	\$1,188	47	\$9,232
Associate / Senior Associate	hour	\$	203.00	10%	\$	182.70		\$0		\$0	0	\$0
Senior Project	hour	\$	176.00	10%	\$	158.40	21	\$3,260	10	\$1,584	31	\$4,844
Project	hour	\$	159.00	10%	\$	143.10		\$0		\$0	0	\$0
Senior Staff	hour	\$	140.00	10%	\$	126.00	163	\$20,475	22	\$2,772	185	\$23,247
Staff II	hour	\$	121.00	10%	\$	108.90	81	\$8,848		\$0	81	\$8,848
Staff I	hour	\$	101.00	10%	\$	90.90		\$0		\$0	0	\$0
Editor	hour	\$	112.00	10%	\$	100.80		\$0		\$0	0	\$0
Administrator 1	hour	\$	80.00	10%	\$	72.00	22	\$1,560	3	\$216	25	\$1,776
Technician II	hour	\$	110.00	10%	\$	99.00		\$0		\$0	0	\$0
Technician I	hour	\$	79.00	10%	\$	71.10		\$0		\$0	0	\$0
Total Terraphase Labor								\$42,187		\$5,760		\$47,947
TERRAPHASE EQUIPMENT												
PPE	day	\$	15.00		\$	15.00	81	\$1,219		\$0	81	\$1,219
Field tablet	day	\$	15.00		\$	15.00	81	\$1,219			81	\$1,219
Mileage	mī	\$	0.55		\$	0.55	325	\$179		\$0	325	\$179
Total Terraphase Equipment					_			\$2,616		\$0		\$2,616
Totals Estimated Project Costs												
(Without Owner Contingency)								\$44,804		\$5,760		\$50,564
Owner Contingency (20%)			20%			20.0%						\$10,113
Total Budget Request (Including Owner Contingency)												\$60,676



## **DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

Ln 13, pg 11

RECEIVED OCI I D 201/ VO

	Proje	ect Information	
Project Name	Foster the Center	Site	184
그렇면 물로 봐.		sic Directions	
Servi	ices cannot be provided until the contract	is fully approved and a P	urchase Order has been issued.
Attachment Checklist	Proof of general liability insurance, includin Workers compensation insurance certificat	g certificates and endorsem ion, unless vendor is a sole	nents, if contract is over \$15,000 provider

All and a start	Cont	ractor Informatic	on 👘					
Contractor Name	Terraphase Engineering Inc.	Agency's Co	ntact	Alice Price	Э			
OUSD Vendor ID #	V061420	Title Project Manager						
Street Address	1404 Franklin Street Ste. 600	City Oakland		State	CA	Zip	94612	
Telephone	510-645-1850	Policy Expire		10	.4-21	218		
Contractor History	tractor History Previously been an OUSD contractor? X Yes I No Worked as an OUSD employee? Yes X					Yes X No		
OUSD Project #	13133							

		Term	i shi sa se se la wa
Date Work Will Begin	11-9-2017	Date Work Will End By (not more than 5 years from start date)	4-1-2018

	a sure of	1918 F 1	Compensation		
Total Contract	Amount	\$	Total Contract Not To	Exceed	\$ 459,733.20
Pay Rate Per Hour (If Hourly) \$		\$	If Amendment, Changed Amount \$ 60,677.		\$ 60,677.00
Other Expenses			Requisition Number		
lf you are plai	nning to multi-fu		Budget Information funds, please contact the State and	Federal Office <u>befor</u>	e completing requisition
Resource #	Fundi	ng Source	Org Key	Object Co	de Amount
9450 Fund 21		, Measure J	easure J 1849905892 6170		\$60,677.00

	Approval and Routing (in order of a	oproval steps)	المتعيدة والمحج المجاهدات والمست
Serv knov	ices cannot be provided before the contract is fully approved and a Purchase Order /ledge services were not provided before a PO was issued.	is issued. Signing this d	ocument affirms that to your
	Division Head Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management		7
	Signature Contract	Date Approved	10/9/17
	General Counsel, Department of Facilities Planning and Management		
	Signature I for I for the	Date Approved	10/17/17
	Deputy Chief, Facilities Planning and Management		
3.	Signature	Date Approved	
	Senior Business Officer, Board of Education		
4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	
		REC	EIVED NOV 0 1 2017

Board Office Use: Le	gislative File Info.
File ID Number	16- 1503
Introduction Date	10-22-16
Enactment Number	16-1071
Enactment Date	6-22-16 (4



Memo					
То	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	June 8, 2016				
Subject	Amendment No. 6, Independent Consultant Agreement - Terraphase Engineering, Inc Foster Central Commissary				
Action Requested	Approval by the Board of Education of Amendment No. 6, Independent Consultant Agreement between the District and Terraphase Engineering, Inc., Oakland, CA., for the latter to perform storm water inspections and associated compliance services during the construction phase of the project, in conjunction with the Foster Central Commissary Project, in an amount not-to exceed \$111,972.00 increasing previous contract amount from \$287,084.20 to a not to exceed amount of \$399,056.20. All remaining portions of the agreement shall remain in full force and effect.				
Discussion	This is a requirement of the State Water Resources Control Board (SWRCB).				
LBP (Local business participation percentage)	84.00%				
Recommendation	Approval by the Board of Education of Amendment No. 6, Independent Consultant Agreement between the District and Terraphase Engineering, Inc., Oakland, CA., for the latter to perform storm water inspections and associated compliance services during the construction phase of the project, in conjunction with the Foster Central Commissary Project, in an amount not-to exceed \$111,972.00 increasing previous contract amount from \$287,084.20 to a not to exceed amount of \$399,056.20. All remaining portions of the agreement shall remain in full force and effect.				
Fiscal Impact	Fund 21, Measure J				
Attachments	<ul> <li>Independent Contractors Agreement including scope of work</li> <li>Certificate of Insurance</li> <li>Consultant Proposal</li> </ul>				



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

Legislative File ID No. 16.1501

Department: Oakland Unified School District - Facilities

Vendor Name: Urban Design Consulting

Project Name: Burbank Paving & ADA

Annual Cost: \$ 330,895.00 Project No.: 13194

Contract Term: Start Date:

End Date: 12/31/2016

Approved by: Cesar Monterrosa/Roland Broach

Is Vendor a local Oakland business? Yes 🖌 No

#### Why was this Vendor selected?

There was an RFQ process for architectural services for OUSD projects. This architectural firm was selected from that pool after submitting a proposal for this project based on their credentials and past work with the district. Urban Design Consulting is already working on this project (this is an amendment to their contract).

#### Summarize the services this Vendor will be providing.

Additional services to pay for DSA fees.

Was this contract competitively bid? Yes 🖌 No

If No, answer the following:

1) How did you determine the price is competitive?

The fee proposal is comparable to the other vendors on similar projects. Professional services contracts are not competitively bid however we followed the RFQ process. Urban Design Consulting was selected based upon qualifications and past work.

2)	Pleas	e check the competitive bid exception relied upon:
	Ц	Educational Materials
		Special Services contracts for financial, economic, accounting, legal or administrative services
	Ц	CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		Professional Service Agreements of less than \$87,800 (increases a small amount on January 1 of each year)
		<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
	Ц	Emergency contracts [requires Board resolution declaring an emergency]
		Technology contracts
		electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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



## AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Urban Design Consulting</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>January 28, 2015</u>, and the parties agree to amend that Agreement as follows:

Services: X The scope of work is <u>unchanged</u> . In The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is provide paving and</u> exterior accessibility improvements to include removal and replacement of the handicap ramp. Surveying fees, CASp specialist, coordinate & design new delivery gate, remove tree with permit, fencing, design area for synthetic turf, bioswale, half-court basketball, painted tricycle track, accessible parking slots and vehicular accessible entrance on 64 <sup>th</sup> Place and DSA submission per legal settlement.
Terms (duration): X The term of the contract is <u>unchanged</u> .  If term is changed:
Compensation: The contract price is <u>unchanged</u> . x The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by
X Increase of \$15,125.00 to original contract amount
Decrease of \$ to original contract amount
and the new contract total is Three hundred thirty thousand, eight hundred ninety-five dollars and no cents (\$330,895.00)

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

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	2-10-2016	The scope of work is to provide paving and exterior accessibility improvements to include removal and replace the handicap ramp. Surveying fees, CASP specialist, coordinate & design new delivery gate, remove tree with permit, fencing, design area for synthetic turf, bioswale, half-court basketball, painted tricycle track, accessible parking slots and vehicular accessible entrance on 64 <sup>th</sup> Place and DSA submission	\$208,395.00

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

Contract No.

P.O. No.

Amendment to Professional Services Contract

1 6

Page 2 of 3

OAKLAND UNIFIED SCHOOL DISTRI	СТ	CONTRACTOR	
James Harris, President,	6/23/6 Date	Contractor Signature	May 3, 2016
Board of Education			
Antwen witson SuperIntendent	<u>6(73)/6</u> Date	Print Name, Title	DZESINENT
Secretary, Board of Education			

Roland Broach, Executive Director of Date Buildings, Custodial & Grounds, Facilities, Planning and Management

File ID Number: <u>6-1503</u> Introduction Date: <u>6177116</u> Enactment Number: <u>16-1011</u> Enactment Date: <u>6177116</u> By: <u>6</u>

**EXHIBIT A** 



Date: November 2, 2015

1

A.15.12

Project Name: Burbank Elementary School, ADA Improvements Invoice Period October 1, 2015 to October 31, 2015 – Invoice # 3 Dean Pontzious, Senior Associate Urban Design Consulting Engineers 4400 Market Street, Suite 800 Oakland, California 94608		C: OUSD P: Burkaulu GRay when paid Pay by Approxicities for t		
Architectural Design Services Base Architectural & Engineering Fee Current Fees: - Construction Documents in Process		\$	37,500.00	
- Submitted to DSA Payment Request for Services to Date - 95% CD		\$	21,375.00	
Previous Fees Billed \$	11,250.00			
Extra Services Design Fee	\$ -0-			
Reimbursables + Markup Due		\$	15,125.00	
TOTAL CURRENT FEES INVOICE NO. 3		\$	<u>25,250.00</u> √	

i i i i i i much i

5

RECAP	Contract Amount	Fee Previously Billed	This Billing	% Billed to Date	Balance in Contract
Design Development, Construction Documents	\$22,500.00	\$ 11,250.00	10,125.00	95%	1,125.00
Permitting and Bidding	1,875.00	.00	.00	0%	1,875.00
CA & Close Out	13,125.00	.00	.00	0%	13,125.00
Reimbursables	and an	00.	15,125.00	/	ar ann a dheann ann ann ann a' chaolann ann a
Total	\$37,500.00	\$6,750.00	\$25,250.00	57%	\$16,125.00
		\$11,250.00	1		a first

Client#:	1549
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/16/2016

**URBANDESI1** 

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 Attn: RBC	CONTACT NAME: PHONE (A/C, No, Ext): 510 465-3090 E-MAIL ADDRESS: nbarrett@dealeyrenton.com				
Oakland, CA 94604-2675 510 465-3090 INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A : Associated Indemnity Corp.				
	INSURER B : Travelers Property Casualty Co	25674			
Urban Design Consulting Engineers	INSURER C : XL Specialty Insurance Co.	37885			
4400 Market St., Ste. 800	INSURER D :				
Emeryville, CA 94608	INSURER E :				
	INSURER F :				

#### COVERAGES

ACORD

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.

NSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab.	COMMERCIAL GENERAL LIABILITY     AZC80902151     03/12/2016       CLAIMS-MADE     X     OCCUR       Contractual Liab.     Contractual Liab.			DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$2,000,000 \$1,000,000 \$10,000	
	Included       GEN'L AGGREGATE LIMIT APPLIES PER:       POLICY     X       PRO-       LOC       OTHER:			PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$4,000,000 \$4,000,000 \$		
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS AUTOS		AZC80902151 *Shared with General Liab.	03/12/2016	03/12/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$2,000,000* \$ \$ \$ \$ \$
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		AZC80902151	03/12/2016	03/12/2017	EACH OCCURRENCE AGGREGATE	\$4,000,000 \$4,000,000 \$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXECUTIONE (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB2749T693	03/12/2016	03/12/2017	X         PER STATUTE         OTH- ER           E.L. EACH ACCIDENT         E.L. DISEASE - EA EMPLOYEE         E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
С	Professional Liability		DPS9802747	03/12/2016	03/12/2017	\$2,000,000 per claim \$2,000,000 annl agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability policy excludes claims arising out of the performance of professional services. RE: Small Architectural Contract-Urban Design Consulting Engineers-Burbank Asphalt Paving project -\$107,375.00

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District and the State and their agents, (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attn: Susie Berkley 955 High Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland, CA 94601	AUTHORIZED REPRESENTATIVE
	nami m. Barrott

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## **DESCRIPTIONS (Continued from Page 1)**

representatives, employees, trustees, officers, consultants and volunteers.

Insurance is primary and non-contributory per policy wording.

## Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Urban Design Consulting Engineers

Policy Number AZC80902151

Producer Dealey, Renton & Associates

Effective Date 03/12/2016

#### Schedule

#### Name of Person(s) or Organization(s)

**Description of Operations** 

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

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

The following is added to Part I - WHO IS AN IN-SURED in the Business Liability Section of this policy

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

arising out of your work for that insured by or for you.

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

E Laboro

President

AB9067 12-93 Contains copyrighted Material of Insurance Services Office, Inc., 1984

## **Oakland Unified School District**

Facilities Planning and Management

955 High Street Oakland, CA 94601 (510) 535-2728 (510) 535-7040





## LETTER OF TRANSMITTAL

Date	Thursday, February 18, 2016
То	Susie Butler-Berkley
Address	
Attention	
Regarding	Amendment #2 - Urban Design
Project #	13194
Project Name:	Burbank Asphalt Paving

Messanger/Hand Delivered Delivered Via:

Package Transmitted:

Copies	Date	Description
1	2/16/2016	Amendment #2 - Urban Design Consulting - \$15,125

#### **REMARKS:**

Board Office Use: Leg	gislative File Info.
File ID Number	15-248
Introduction Date	1-13-2015
Enactment Number	16-008
Enactment Date	1/13/16 20



#### Memo To Board of Education From Antwan Wilson, Superintendent and Secretary, Board of Education By: Vernon Hal, Senior Business Officer Sance Jackson, Interim Deputy Chief, Facilities Planning and Management January 13, 2016 **Board Meeting Date** Amendment No. 5, Independent Contractor Agreement for Professional Services Subject - Terraphase Engineering, Inc. - Foster Central Commissary Project Approval by the Board of Education of Amendment No. 5, Independent **Action Requested** Contractor Agreement for Professional Services with Terraphase Engineering, Inc. for Testing Services on behalf of the District at Foster Central Commissary Project, in an amount not-to exceed \$2,713.20 increasing previous contract amount from \$284,371.00 to a not to exceed amount of \$287,084.20. All remaining portions of the agreement shall remain in full force and effect as originally stated. The scope of the project is that following the demolition of the Foster Building, Background Terraphase Engineering will collect six soil samples and analyze for PCBs and total lead. This is the late requirement for the CEQA document. Discussion 0.00% LBP (Local Business Participation Percentage) **Procurement Method** Professional Services Agreement - Formal - Advertised RFP/ Awarded to entity following OUSD competitive solicitation process. Recommendation Approval by the Board of Education of Amendment No. 5, Independent Contractor Agreement for Professional Services with Terraphase Engineering, Inc. for Testing Services on behalf of the District at Foster Central Commissary Project, in an amount not-to exceed \$2,713.20 increasing previous contract amount from \$284,371.00 to a not to exceed amount of \$287,084.20. All remaining portions of the agreement shall remain in full force and effect as originally stated. **Fiscal Impact** Measure J Attachments Independent Contractor Agreement including scope of work Certificate of Insurance

• Consultant Proposal



OAKLAND UNIFIED SCHOOL DISTRICT Community Scherels, Training Students

#### AMENDMENT NO. 5 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Terraphase Engineering</u>, Inc.. OUSD entered into an Agreement with CONTRACTOR for services on <u>August 27, 2014</u>, and the parties agree to amend that Agreement as follows:

1.	Services:
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to collect six soil</u> <u>samples and analyze for PCBs and total lead.</u>
2.	Terms (duration): X The term of the contract is <u>unchanged</u> . The term of the contract has <u>changed</u> .
	If term is changed: The contract term is extended by an additional, and the amended expiration date is
3.	Compensation:
	If the compensation is changed: The contract price is amended by
	X Increase of \$2,713.20 to original contract amount
	Decrease of \$to original contract amount
	and the new contract total is Two hundred eighty-seven thousand, eighty-four dollars and twenty cents (\$287,084.20)

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

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)		
1	1-14-2015	The scope of the project is to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant has included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.	\$38,965.00		
2	3-25-2015	The scope of the project is to cover taking ten (10) shallow soil samples. The samples will be tested for leachable lead and total petroleum hydrocarbons.	\$8,190.00		
3 8-12-2015 CE		3	8-12-2015	The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (added to the project) for the community.	\$80,993.00
4	9-23-2015	The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (added to the project) for the community	\$65,575.00		

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

K999069.002 Rev. 10/30/08

Contract No.

P.O. No.

Amendment to Professional Services Contract

Page 2 of 3

OAKLAND UNIFIED SCHOOL DISTRICT James Harris, President, Board DEducation

<u>1/14(16</u> Date Date

Antwan Wilson, Superintendent Secretary, Board of Education

,

Lance Jackson, Interim Deputy Chief Facilities, Planning and Management

File ID Number: \_\_\_\_\_\_\_ Introduction Date: \_\_\_\_\_\_\_ Enactment Number: \_\_\_\_\_\_ Enactment Date: By: OP

#### EXHIBIT "A" Scope of Work

#### Contractor Name: Terraphase Engineering, Inc.

#### Billing Rate: Two thousand, seven hundred thirteen dollars and twenty cents (\$2,713.20)

1. Description of Services to be Provided

The scope of the project is to collect six soil samples and analyze for PCBs and total lead.

2. Specific Outcomes:

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

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

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

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

12-7.2015 MIN

Susie Butler-Berkley Contract Analyst Senior Project Engineer

Terraphase Engineering Inc.

## EXHIBIT A

1404 Franklin Street, Suite 600 | Oakland, California 94612 | www.terraphase.com

phone: 510.645.1850 ext. 57 | cell: 510.390.1276 | fax: 510.380.6304

alice.hale@terraphase.com



This e-mail (including any attachments to it) is intended solely for the use of the individual(s) or entity named above. It may contain confidential or privileged information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete the original message.

Alice Hale <alice.hale@terraphase.com> Wed, Oct 21, 2015 at 1:57 PM To: John Esposito <john.esposito@ousd.org>, Tadashi Nakadegawa <Tadashi.Nakadegawa@ousd.k12.ca.us> Cc: Alan Gibbs <alan.gibbs@terraphase.com>, Jeff Raines <jeff.raines@terraphase.com>, Patricia Jeffery <pjplacemakers@gmail.com>

John – following up on our conversation, it sounds like the approach to address this comment will be:

1. ACC conducts PCB survey for caulking/paint in the existing building. Assuming the levels detected are below applicable guidelines, no additional sampling around existing building perimeter would be conducted.

2. Following building abatement and demo, Terraphase would collect 6 soil samples (0-0.5 ft bgs) and analyze for PCBs and total lead. The samples would be located in the vicinity of the existing building and historical building footprints. Costs for this investigation are in the table below. If authorized by the District, existing contingency funds can be used for this work.

The CEQA document can be modified to note that a building materials survey for PCB containing caulking and paints will be conducted prior to demolition, and that prior to beginning excavation, soils in the vicinity of the former school buildings will be evaluated for both lead and PCBs.

.

Please let us know if this is the chosen path, and we can work on modifying the document.

## EXH'BIT A

Thanks,

Alice

Sampling at 6 points under building following demo for lead	Units	Cost/Unit	Cost
Total Lead Analysis (0-0.5 ft bgs; EPA 6010) – Standard turnaround time	6	\$ 42.90	\$ 257.40
Waste Characterization for Lead (STLC/TCLP) – Standard turnaround time	6	\$ 143.00	\$ 858.00
PCB Analysis (0-0.5 ft bgs; EPA 8082)	6	\$ 71.50	\$ 429.00
Staff II (Field)	6	\$ 100.30	\$ 601.80
Senior Project (Project coordination and data review)	1	\$ 153.00	\$ 153.00
Principal (Review of data and recommendations)	1	\$ 189.00	\$ 189.00
Truck/Equipment Decontamination	1	\$ 225.00	\$ 225.00
Total Estimate			\$ 2,713.20

From: Alice Hale Sent: Wednesday, October 21, 2015 1:21 PM To: 'John Esposito' <john.esposito@ousd.org>; Tadashi Nakadegawa <Tadashi.Nakadegawa@ousd.k12.

https://mail.google.com/mail/u/0/?ui=2&ik=34edbfd1eb&view=pt&search=inbox&th=15088fc0fab37558&siml=15088fc0fab37558&siml=1508b1fd0b5bfa2c&siml... 7/9

A		#: 17545	TE OF LIABI					W/DD/YYYY)
TH CE	IS CERTIFICATE IS ISSUED AS A MA RTIFICATE DOES NOT AFFIRMATIVE LOW. THIS CERTIFICATE OF INSUR	TTER OF	INFORMATION ONLY ANI IEGATIVELY AMEND, EXT	D CONFERS NO R	IGHTS UPON	THE CERTIFICATE HO	LDER. POLIC	THIS
RE	PRESENTATIVE OR PRODUCER, AN PORTANT: If the certificate holder is terms and conditions of the policy,	ID THE C an ADDI	ERTIFICATE HOLDER.	cy(ies) must be en	dorsed. If SU	BROGATION IS WAIVE	D, subj	ect to
	rtificate holder in lieu of such endors							
	UCER			NAME: Angela		EAV		
	ley, Renton & Associates ), Box 12675			A/C, No, Ext): 510 46	5-3090		510 4	52-2193
-	land, CA 94604-2675			ADDRESS: aborg@				
	465-3090			NSURER A : Crum &		FORDING COVERAGE		NAIC
JF	RED			NSURER B : Travele				36161
	Terraphase Engineering, I			NSURER C : Hartfor				22357
	1404 Franklin Street, Suite	600	1	NSURER D :				
	Oakland, CA 94612			NSURER E :				
_				NSURER F :				
			NUMBER:			REVISION NUMBER:	DOLLO	PEDIOD
	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REI RTIFICATE MAY BE ISSUED OR MAY F ICLUSIONS AND CONDITIONS OF SUCH	QUIREMEN ERTAIN,	IT, TERM OR CONDITION OF THE INSURANCE AFFORDED	ANY CONTRACT OF BY THE POLICIES	R OTHER DOO DESCRIBED H	CUMENT WITH RESPECT	TO WH	ICH THIS
R	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X COMMERCIAL GENERAL LIABILITY		EPK110130	10/04/2015	10/04/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$3,000,000 \$50,000	
ļ						MED EXP (Any one person)	\$5,000	
						PERSONAL & ADV INJURY		0,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		0,000
			52UECPE4568	03/07/2015	03/07/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	-	0,000
	ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE		EFX104332	10/04/2015	10/04/2016	EACH OCCURRENCE		0,000
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		UB4507T99	10/16/2015	10/16/2016	X PER OTH- STATUTE ER	s1.00	0,000
	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below Professional		EPK110130	10/04/2015	10/04/2016	E.L. DISEASE - POLICY LIMIT \$3,000,000 per Clair		0,000
	Liability			10/04/2010	10/04/2010	\$3,000,000 AnnI Age		
tti	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC neral Liability Policy excludes cla n: Susie Butler-Berkley, Contract tallation Project Other Additional ployees, Agents and Representa	Analyst Insured	ing out of the performa RE: Oakland Unified So	nce of professio chool District, W	hittier Porta	s. able		
EF	RTIFICATE HOLDER			CANCELLATION				
-	Oakland Unified School	District		THE EXPIRATIO	N DATE THE	ESCRIBED POLICIES BE CA		
	Division of Facilities			ACCORDANCE V	VITH THE PO	LICY PROVISIONS.		
	Planning and Manageme	ent		AUTHORIZED REPRES	ENTATIVE			
	955 High Street Oakland, CA 94601-000							
		L.		Angela	0			

OTMP4

	CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With <i>Every</i> Consent Agenda Contract.
Legisla	ive File ID No. 15-248
Depart	nent: Facilities
Vendo	Name: Terraphase Engineering
Contra	t Term: Start Date: 11/5/15 End Date: 3/17/16
Annua	Cost: \$ <u>2,713.20</u>
Approv	ed by: Lance Jackson
Is Ven	or a local Oakland business? Yes No 🗸
Why w	or a local Oakland business? Yes No Ves No Ves No Ves Ves No Ves Ves No Ves
Why w	Is this Vendor selected? District's Fire and Intrusion alarm Engineering Consultant
Why w They are th Summ Design of t designs, ca	s this Vendor selected?
Why w They are th Summ Design of th designs, cc District's S	In this Vendor selected?   District's Fire and Intrusion alarm Engineering Consultant    rize the services this Vendor will be providing. rese systems, submittals of design to DSA for approvals, verifying work performed in the field during installations of their sulting with District of new requirements from the State Architect's Office for these systems and yearly upgrades of the ndards for both systems. s contract competitively bid? Yes No Yes No
Why w They are th Summ Design of th designs, ca District's S Was th If No, a	District's Fire and Intrusion alarm Engineering Consultant  rize the services this Vendor will be providing.  ese systems, submittals of design to DSA for approvals, verifying work performed in the field during installations of the sulting with District of new requirements from the State Architect's Office for these systems and yearly upgrades of the ndards for both systems.

No 2 west

2)	Pleas	se check the competitive bid exception relied upon:
		Educational Materials
		<b>Special Services</b> contracts for financial, economic, accounting, legal or administrative services
		CUPCCAA exception (Uniform Public Construction Cost Accounting Act)
		<b>Professional Service Agreements</b> of less than \$86,000 (increases a small amount on January 1 of each year)
		<b>Construction related Professional Services</b> such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
		<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
		Emergency contracts
	$\square$	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
		<ul> <li>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</li> </ul>
		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


# **AMENDMENT 5 INDEPENDENT CONTRACT**

# **ROUTING FORM**

Desired N		Cite	101
Project Name	Foster Central Commissary	Site	184
	Basic D	irections	•
Ser	vices cannot be provided until the contract is fu	lly approved and a P	urchase Order has been issued.
Attachment Checklist	Proof of general liability insurance, including cer Workers compensation insurance certification, u	tificates and endorsen inless vendor is a sole	nents, if contract is over \$15,000 provider

Contractor Name	Terraphase Engineering, Inc.	Agency's Cont	act	t Alan Gibbs				
OUSD Vendor ID #	V061420	Title	Project Manager					
Street Address	1440 Franklin Street	City	Oak	land	State	CA	Zip	94612
Telephone	510-645-1858	Policy Expires			10-4-	20	10	
Contractor History	Previously been an OUSD contractor? X Yes No		Worked as an OUSD employee?  Yes x N				Yes x No	
OUSD Project #	13133							

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

		Compensation		
Total Contract Amount	\$	Total Contract Not To Exceed	\$28	34,371.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount		2,713.00
Other Expenses		Requisition Number		
If you are planning to multi-	fund a contract using LE	Budget Information P funds, please contact the State and Federal Office	e <u>before</u> cor	mpleting requisition.
Resource # Fui	iding Source	Org Key Ob	Object Code	
9350 M	leasure J	1849905890	6170	\$2,713.00

### 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. Phone 510-535-7038 Fax 510-535-7082 **Division Head** Director, Facilities Planning and Management 1. Signature Date Approved General Counsel, Department of Facilities Planning and Management 2. 12.9.15 Signature Date Approved Interim Deputy Chief, Facilities Planning and Management 3. Signature Date Approved Senior Business Officer Date Approved 4. President, Board of Education Signature Date Approved 5.



Board Office Use: Les	gislative File Info.
File ID Number	15-1764
Introduction Date	10/14/15
Enactment Number	1 1 11
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thrizing Students

Memo	
То	Board of Education
From	Antwan Wilson, Superintendent and Secretary, Board of Education By: Vernon Hal, Senior Business Officer Vernon Lance Jackson, Interim Deputy Chief, Facilities Planning and Management
Board Meeting Date	September 23, 2015
Subject	Amendment No. 4, Independent Consultant Agreement for Professional Services - Terraphase Engineering, Inc Foster Central Commissary Project
Action Requested	Approval by the Board of Education of an Amendment No. 4, Independent Consultant Agreement for Professional Services with Terraphase Engineering, Inc. for Excavation Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$65,575.00, increasing previous contract amount from \$218,796.00 to a not to exceed amount of \$284,371.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (added to the project) for the community.
Discussion	The excavation activities are required when construction starts and the CEQA work shop was a requirement (requested) during the community meetings to give the community more of an input and knowledge of the work sequences and their input as to all the activities.
LBP (Local Business Participation Percentage)	84.00%
Recommendation	Approval by the Board of Education of an Amendment No. 4, Independent Consultant Agreement for Professional Services with Terraphase Engineering, Inc. for Excavation Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$65,575.00, increasing previous contract amount from \$218,796.00 to a not to exceed amount of \$284,371.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Fiscal Impact	Measure J
Attachments	<ul> <li>Independent Consultant Agreement including scope of work</li> </ul>

- Certificate of Insurance
- Consultant Proposal



OAKLAND LINIFIED SCHOOL DISTRICT Commenting School, Stating Souther

# AMENDMENT NO. 4 TO INDEPENDENT CONSULTANT CONTRACT

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

1.	Services: The scope of work is <u>unchanged</u> . x The scope of work has <u>changed</u> .
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
	The CONTRACTOR agrees to provide the following amended services: The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soil, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (added to the project) for the community
2.	Terms (duration): X The term of the contract is unchanged.
	If term is changed: The contract term is extended by an additional, and the amended expiration date is
3.	Compensation: The contract price is unchanged.
	If the compensation is changed: The contract price is amended by
	X Increase of \$65,575.00 to original contract amount
	Decrease of \$to original contract amount
	and the new contract total is Two hundred eighty-four thousand, three hundred seventy-one dollars and no cents.

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

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

No.	Date General Description of Reason for Amendment		Amount of Increase (Decrease)
1	1-14-2015	The scope of the project is to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant has included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.	\$38,965.00
2	3-25-2015	The scope of the project is to cover taking ten (10) shallow soil samples. The samples will be tested for leachable lead and total petroleum hydrocarbons.	\$8,190.00
3	8-12-2015	The scope of the project is excavation oversite during excavation activity, and off hauling of contaminated soll, removal action completion report, and final CEQA activities including added participation of a CEQA work shop (added to the project) for the community.	\$80,993.00

Contract No.

P.O. No.

Amendment to Professional Services Contract

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

#### OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Date

Antwan Wilson, Superintendent Secretary, Board of Education

Date

B

Lance Jackson Interim Deputy Chief Facilities, Planning and Management

CONTRACTOR 015 Contractor Signature ALAND. 6,645 VICE Print Name, Title

Date

#### EXHIBIT "A" Scope of Work

Contractor Name: Terraphase Engineering, Inc.

#### Billing Rate: Sixty-five thousand, five hundred seventy-five dollars and no cents (\$65,575.00)

#### 1. Description of Services to be Provided

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

### 2. Specific Outcomes:

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

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

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

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

8-28-Susie Butler-Berkley

Contract Analyst

Page 3 of 3



OAKLAND UNIFIED SCHOOL DISTRICT Is Theiring Students

# AMENDMENT 4 INDEPENDENT CONTRACT ROUTING FORM

	Projec	t Information	
Project Name	Foster Central Commissary	Site	184
		Directions	
Ser Attachment Checklist	vices cannot be provided until the contract is Proof of general liability insurance, including Workers compensation insurance certification	certificates and endorsen	nents, if contract is over \$15,000

	Contr	actor Informati	on					
Contractor Name	Terraphase Engineering, Inc.	Agency's C	ontact	Alan Gil	bbs			
OUSD Vendor ID #	V061420	Title Project Manager						
Street Address	1440 Franklin Street	City Oaklar		dand	State	CA	Zip	94612
Telephone	510-645-1858	Policy Expir		1	10-4	-26	1/C	7
Contractor History	Previously been an OUSD contract	tor? X Yes 🗌 No	1	Norked as	an OUSD e	mploye	e?	Yes x No
OUSD Project #	13133	anne a second and a second						

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

		Compensation		
Total Contract Amount	\$	Total Contract Not To Exceed	\$28	4,271.00
Pay Rate Per Hour (If Hourt	) \$	If Amendment, Changed Amo	ount \$ 6	65,575.00
Other Expenses		Requisition Number		
If you are planning to mult	-fund a contract using LE	Budget Information P funds, please contact the State and Federal C	office <u>before</u> con	npleting requisition.
Resource # Fi	al Contract Amount \$ Total Contract Not To Exceed \$284,271.00 A Rate Per Hour (If Hourly) \$ If Amendment, Changed Amount \$ 65,575.00 rer 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. source # Funding Source Org Key Object Code Amount			
9350	Measure J	1849905890	6170	\$65,575.00

### 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
١.	Director, Facilities Planning and Management			1	1
	Signature	Non-section of the section of the se	Date Approved	831	p
	General Counsel, Department of Facilities Plan	ning and Management			V
2.	Signature MM		Date Approved	8.3	1.15
	Interim Deputy Chief, Facilities Planning and M	anagement		<i>_</i> .	1
<b>;</b> .	Signature	6 Jan Deckin	Date Approved	83	1/10
	Senior Business Officer				
ŧ.	/	TUNNI	Date Approved		
	President, Board of Education	THERE			
ŝ.	Signature	TANT	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: Leg	
File ID Number	15-1464
Introduction Date	8-12-2015
Enactment Number	15-1217
Enactment Date	8/12/13 20



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thebing Students

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

- Certificate of Insurance
- Consultant Proposal

- Certificate of Insurance
- Consultant Proposal



OAKLAND UNIFIED SCHOOL DISTRICT Generativy Set-56. Thereing Studies

# AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

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

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

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	1-14-2015	The scope of the project is to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant has included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.	\$38,965.00
2	3-25-2015	The scope of the project is to cover taking ten (10) shallow soil samples. The samples will be tested for leachable lead and total petroleum hydrocarbons.	\$8,190.00

Contract No.

P.O. No.

#### Amendment to Professional Services Contract

Page 2 of 3

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

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Antwan Wilson, Superintendent Secretary, Board of Education

CONTRACTOR

6-29-2015 Date ctor Signature CE PRESIDENT BING POL Hydrogeolist Print Name, Title

kance Jackson, Interim Deputy Chief Facilities, Planning and Management

7/9/15

File ID Number: 15-146 Introduction Date: \_ 8 Enactment Number: 75 Enactment Date: By: OC

Rev. 7/2/03

#### Contractor Name: Terraphase Engineering, Inc.

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

1. Description of Services to be Provided

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

2 Specific Outcomes:

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

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

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

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

usudal Susie Butler-Berkley

**Contract Analyst** 



May 15, 2015

# EXHIBIT A

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

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

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

Dear Mr. Nakadegawa:

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

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

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

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

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

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

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

May 15, 2015 Mr. Tadashi Nakadegawa OUSD Central Commissary Project Proposal

#### Scope of Work

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

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

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

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

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

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

Terraphase Engineering Inc.

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

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

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

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

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

May 15, 2015 Mr. Tadashi Nakadegawa OUSD Central Commissary Project Proposal

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

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

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

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

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

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

This budget increase reflects the following additional tasks:

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

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

This budget increase reflects the following additional tasks:

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

Page 4 of 6

Terraphase Engineering Inc.

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

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

This budget increase reflects the following additional tasks:

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

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

This budget increase reflects the following additional tasks:

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

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

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

#### **Cost Estimate**

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

May 15, 2015 Mr. Tadashi Nakadegawa OUSD Central Commissary Project Proposal

	Task 1 Excavation Oversight and Confirmation Sampling	Task 2 Removal Action Completion Report	Task 3 Final CEQA Activities	Project Totals
Totals Estimated Project Costs (Without Contingency)	\$24,333	\$9,436	\$88,371	\$122,140
Contingency (20%)				\$24,428
Totals Budget Request (inclu	udes contingency)			\$146,568

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

#### Closing

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

Sincerely,

For Terraphase Engineering Inc.

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

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

Attachment: Detailed Cost Estimate

Alice Hale

Senior Project Engineer

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

Signature:

Printed Name:

Title:

Date:

Page 6 of 6

Terraphase Engineering Inc.

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

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Terraphase Engineering, Inc.

5/15/2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY)

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

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

PRODUCER Michael J Hall & Company A/E Insurance Services 19660 10th Ave NE		CONTACT NAME: Michael J Hall & Company: CA License #0 PHONE IAIG, No. Extl:360-598-3700 E-MAIL ADDRESS-Certificates@hallandcompany.com	792445
Poulsbo WA 98370	0th Ave NE 9 WA 98370 20811	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A SENTINEL INS COLTD	11000
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Terraphase Engineering Inc		INSURER C :	00000000000000000000000000000000000000
1404 Franklin Street, Suite 600		INSURER D :	Au, d
Oakland CA 94612		INSURER E :	

 COVERAGES
 CERTIFICATE NUMBER: 1862459903
 REVISION NUMBER:

 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS

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INSURER F :

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	DED RETENTION \$				1		
	WORKERS COMPENSATION						
	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA				E.L. EACH ACCIDENT	\$
	(Mandatory in NH)	11/2				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	1			1	E.L. DISEASE - POLICY LIMIT	\$
3	Professional Liab; Claims Made Contractors Pol Liab; Occurrence		FEIECC1046601	10/4/2014	10/4/2015	\$3.000.000 Per Claim \$3.000,000 Per Claim	\$3,000,000 Aggrega \$3,000.000 Aggrega

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

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

CERTIFICATE HOLDER

#### CANCELLATION

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

Division of Facilities, Planning and Management

COMMERCIAL AUTOMOBILE HA 99 16 09 10

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

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

#### 1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

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

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

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

B. Employees as Insureds

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

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

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

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

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

#### D. Additional Insured if Required by Contract

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

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

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

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

#### E. Primary and Non-Contributory if Required by Contract

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

(3) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

#### 2. AUTOS REINTED BY EMPLOYEES

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

The OTHER INSURANCE Condition is amended by adding the following: If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

#### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

(1) \$100,000;

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

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

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

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

#### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

#### 6. LCAN/LEASE GAP COVERAGE

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

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

#### 7. AIRBAG COVERAGE

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

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

#### 8. ELECTRONIC EQL/IPMENT - BROADENED COVERAGIE

The exceptions to Paragraphs B4 -EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- Permanently installed in or upon the covered "auto":
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the

b.\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

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

#### 9. EXTRA EXPENSE - BROADENED COVERAGE

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

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

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

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

#### 11. TWO OR MORE DEDUCTIBLES

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

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

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

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

The requirement in LOSS CONDITIONS 2.a -

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

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

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

#### 14. HIRED AUTO - COVERAGE TERRITORY

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

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

#### **15. WAIVER OF SUBROGATION**

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

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

#### 16. RESULTANT MENTAL ANGUISH COVERAGE

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

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

#### 17. EXTENDED CANCELLATION CONDITION

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

#### 18. HYBRID PAYMENT COVERAGE

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

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

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

For the purposes of the coverage provision,

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



Terraphase Engineering Inc Endorsement Number: 5

# Automatic Additional Insured - Owners, Lessees or Contractors

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

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

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

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



### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

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



Terraphase Engineering Inc Endorsement Number: 6

# Automatic Waiver of Subrogation Endorsement

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

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

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

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

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



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Thilving Seudents

# AMENDMENT 3 INDEPENDENT CONTRACT ROUTING FORM

			Project Information						
Project Name	Foster Cen	tral Commissary		Site	184				
			<b>Basic Directions</b>			-			
Service	es cannot be p	provided until the con	tract is fully approved	and a F	Purchase	Order h	as been	issue	d.
			cluding certificates and e tification, unless vendor			ontract i	s over \$	15,000	
	1.11.11.11.11.11.11.11.11.11.11.11.11.1	Go	ontractor Information						
Contractor Name	Terraphas	se Engineering, Inc.	Agency's Cont	act /	Alan Gibbs	5			
OUSD Vendor ID			Title		Project Ma			1	1
Street Address		nklin Street	City	Oakla	nd	State	CA	Zip	94612
Telephone	510-645-1		Policy Expires	have a second and the second s	10-	4. 2	019		
Contractor Histor	and the second s	sly been an OUSD con	tractor? X Yes [] No	Wo	orked as an	1 OUSD	employe	ee?	Yes x No
OUSD Project #	13133								
		anandana ing	Term						
Date Work Wil	l Begin	6-26-2014	Date Work Will (not more than 5 ye				6-26-20	)18	
			Compensation			-			
Total Contract	Amount	S	Total Contract	Not To	Exceed		\$218,7	96.00	
Pay Rate Per		\$	If Amendment,	Chang	ed Amou	nt	\$ 80,9		
Other Expense	******		Requisition Nur						
			Budget Information				and the second		
If you are pla	anning to multi-fu		unds, please contact the St	ate and	Federal Offi	ice <u>before</u>	e complet	ing requ	isition.
Resource #	Fund	ling Source	Org Key		Ot	oject Coo	de	A	nount
9350	M	easure J	1849905890			6170	\$	80,99	3.00
	1								
		the contract is fully approv	Routing (in order of ap ved and a Purchase Order i			nis docun	nent affirm	ns that to	o your
bivision Hea		ed before 2 PO was issue	d. Phone	510	535-7038	Fax		510-535	-7082
Dimeter Fre	(	and Management		0.0	000.1000	1 MA	1	1	
	intras i latining	X					110	ali	
Signature		T		Date	Approved		TP	111	

	Signature	T	Date Approved	TTIIS	
2.	General Counsel, Department of Facilities-Planning and Management				
	Signature	MA	Date Approved	7.9.15	
	Interim Deputy Chief, F	acilities Planning and Management		_	
3.	Signature	at	Date Approved	7/9/15	
	Senior Business Office				
4.		A Men	Date Approved	7/9/15	
	President, Board of Ed	ucation		111	
5.	Signature	Alta	Date Approved	128 15	
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				1	

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.		
File ID Number	15-0425	
Introduction Date	3-25-2015	
Enactment Number	15-8355	
Enactment Date	3/25/15 0/2	



OAKLAND UNIFIED SCHOOL DISTRICT Community Schedule Tenneng Students

# Memo

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



OAKLAND UNIFIED SCHOOL DISTRICT Community Schools, Turiving Students

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation Approval by the Board of Education of Amendment No. 2, Independent Contractor Agreement with Terraphase Engineering, Inc. for Environmental Testing Services on behalf of the District at Foster Central Commissary Project, in an amount not-to exceed \$8,190.00 increasing previous contract amount from \$129,613.00 to a not to exceed amount of \$137,803.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

### Measure J

Attachments

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

OAKLAND UNIFIED

# AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

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

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

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

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

No.	Date	Date General Description of Reason for Amendment	
1 1-14-2015 Decla additi		The scope of the project is to cover additional Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document. In addition, the consultant have included an Engineer's Estimate for the costs for mitigation of the soils impacted with lead-based paint.	\$38,965.00

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

Contract No.

	},	

Amendment to Professional Services Contract

DAKLAND UNHED SCHOOL DISTRICT 3/26/5 Date STIS ment 80

Antwan Wilson Superintendent Secretary Board of Education

Timothy White Deputy Chief Facilities, Planning and Management

File ID Number: 15-0 Introduction Date: 3 Enactment Number: 5105 3/25/15 Enactment Date: BYCONS

CONTRACTOR Victors dent Prompt Contractor Signature Phil Name. Title

Page 2 of 3

Amendment to Prolessional Services Contract

#### EXHIBIT "A" Scope of Work

Contractor Name: Terraphase Engineering, Inc.

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

#### 1. Description of Services to be Provided

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

#### 2. Specific Outcomes:

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

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	OSafe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

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

112-11-2015

Susie Butler-Berkley **Contract Analyst** 

Page 3 of 3
POLICYHOLDER COPY



## P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-18-2014

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

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

NB

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

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

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

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

Kout RVa Kan

Authorized Representative

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

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

ENDORSEMENT #1800 - RAINES, JEFF, SECRETARY - EXCLUDED.

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

ENDORSEMENT #1800 - ZAWISLANSKI, PETER, VICEPRES - EXCLUDED.

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

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

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2014-10-18 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: OAKLAND UNIFIED SCHOOL DISTRICT

EMPLOYER

NB



January 19, 2015

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

## **EXHIBITA**

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

Dear Mr. Nakadegawa:

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

#### Scope of Work

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

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

## **Cost and Schedule**

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

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

## CLOSING

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

Sincerely, 11

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

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

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

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Signature:

Printed Name:

Title:

L STEL

Terraphase Engineering Inc.

Page 2 of 2

Table 1

Time and Materials Cost Estimate

Waste Characterization Study

Foster Elementary, Oakland, California

Category	Units	Standard Rate	Discount		Rate	Task Field V	-	Tasi Letter F		Tasi PA		TOT	ALS
					_	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Labor					5.11	1		-		-		Contact of	
Principal	hour	\$205.00	10%	\$	184.50	6	\$1,107	4	\$738	1	5185		\$2,030
senier Staff	hour	\$120.00	10%	\$	108.00	12	\$1,296	4	\$432	/	\$0	16	\$1,728
Staff I CADD Operator	hour	\$90.00	10%	\$	81.00		\$0	6	\$486		-\$0	6	5486
Administrator 1	how	\$75.00	e:01	5	67.50		50	1	\$0	1	\$135	2	\$135
Total Terraphase Labor							52,405		\$1,654	-	\$370		\$4,375
Direct Costs				-		1		1		-	and a	1	
Rental Equipment								1					
http://field.sampling.equip	day	\$100,00		\$	100.00		\$0		\$0		\$0	0	\$0
Concrete Corer	hour	\$150.00		\$	160.00	3	5480		\$0		\$0	3	\$480
Personal protection	day	\$25.00	-	s.	75.00	1	\$25		\$0		\$0	1	\$25
Total Equipment				-			\$505		\$0	the second se	\$0		\$505
Subenntractor					- 20	d.			-	-	-	1 1 2	-
Generolie Contractor	day	1,650.00		5	1,800.00		\$0		\$0		\$0	0	\$0
Mebilization	day	\$ 150.00		\$	150.00		\$0		\$0	1	\$0		50
Repair	holes	\$ 5.00		ŝ	5.00	10	550		\$0		50	10	550
Decon supplies	day	\$ 250.00		\$	250.00	1	\$250		\$0		50	1	\$250
Hamil Auger	day	\$ 45.00		\$	45.00	1	545		50		\$0	1	\$45
Analytical lab (Leachable lead and TPH)	sample	\$ 250.00		\$	250.00	10	\$7,500		50		\$0	10	\$2,500
Total Subcontractor Costs							\$2,845		\$0		50		\$2,845
Expenies	1000	100			ANN'S	2.000	202.3	-	, -1	-		1.08	
Fermits	lump	\$ 530.00		5	530,00		\$0		\$0		\$0	0	50
Contra Costa County Hourly Inspector	hour	\$ 100.00		\$	100.00		\$0		\$0		\$0	0	\$0
Mailing	lump	\$ 50.00		\$	50.00		50		50		50	0	50
Miscellaneous	Bitterpt	\$ 100.00		5	100,00		50		50		50	0	\$0
Total Expenses				-			\$0		\$0		\$0		\$0
Direct Cost Handling Charge		15%			10,0%		\$335		\$0		50		\$335
Mileage	mile	\$ 0.55		5	0.55		\$0	-	\$0		50	0	50
Truck	weak	\$400		\$	400.00		50		SO				50
track-	day	\$ 100.00		\$	125.00	1	\$125	2	\$0 \$0		50 50	1	\$125
Totals							\$6,210		\$1,660	-	\$320		\$8,190

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

1/19/2015

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	AUTOS					BOOR Y INJURY (Pw accident)	3		
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COMMERCIAL AUTOMOBILE HA 99 16 09 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM**

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

## 1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

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

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

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

#### B. Employees as insureds

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

#### C. Lessors as insured:5

Paragraph A1. - WHO IS AN INSURED - of Section 11 - Liability Coverage is amended to add:

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

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

## D. Additional Insured if Required by Contract

- Paragraph A.1, WHO IS AN INSURED

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

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

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

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

## E. Primary and Non-Contributory if Required by Contract

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

(3) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

## 2. AUTOS RENTED BY EMPLOYEES

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

The OTHER INSURANCE Condition is amended by adding the following:

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

## 3. AMENDED FELLOW EMPLOYEE EXCLUSION

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

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

(1) \$100,000;

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

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

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

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

## 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

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

#### 6. LOAN/LEASE GAP COVER:AGE

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

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

## 7. AIRBAG COVERAGE

Under Paragraph B. EEXCLUSIONS - of SECTION W. - PHIYSICAL DAMAGE COVERAGE, the following is added:

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

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

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

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

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

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

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

## 11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

#### 14. HIRED AUTO - COVERAGE TERRITORY

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

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

#### **15. WAIVER OF SUBROGATION**

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

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

## 16. RESULTANT MENTAL ANGUISH COVERAGE

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

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

## 17. EXTENDED CANCELLATION CONDITION

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

**18. HYBRID PAYMENT COVERAGE** 

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

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

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

For the purposes of the coverage provision,

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



Terraphase Engineering Inc Endorsement Number: 5

## Automatic Additional Insured - Owners, Lessees or Contractors

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

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

## SCHEDULE

Name of Person or Organization:

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

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



## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM**

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



Terraphase Engineering Inc Endorsement Number: 15

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

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

## SCHEDULE

Name of Person or Organization:

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

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



Terraphase Engineering Inc Endorsement Number: 6

## Automatic Waiver of Subrogation Endorsement

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

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

## SCHEDULE

Name of Person or Organization:

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

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

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



OAKLAND UNIFIED

## AMENDMENT 2 INDEPENDENT CONTRACT

## **ROUTING FORM**

		Pro	ject Information						
Project Nam	e F	Foster Central Commissary		Site	18	4			
	uuuuuuuuuuuuu	B	asic Directions					1	
Se	rvices o	cannot be provided until the contra	ct is fully approved	and	a Purchase	Order has	s been	issue	1.
Attachment Checklist		of of general liability insurance, includ rkers compensation insurance certific					over \$1	5,000	
		Cont	ractor Informatio	n					
Contractor N	ame	Terraphase Engineering, Inc.	Agency's Cor	Agency's Contact Alan G		n Gibbs			
OUSD Vende	or ID #	V061420	Títle		Project Manager				
Street Addre	SS	1440 Franklin Street	City	Oak	land	State	CA	Zip	94612
Telephone		510-645-1858	Policy Expire	S	17	-4-6	101	3	
Contractor H	istory	Previously been an OUSD contract	ctor? X Yes No	V	Vorked as a	an OUSD e	mploye	e?	Yes x No
OUCD Drain	-+ 33	10400		and a second				and a state of the second	*******

OUSD Project # 13133

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

		Compensation		
Total Contract Amount	\$	Total Contract Not To E	xceed \$1	37,803.00
Pay Rate Per Hour (If Hourty)	S	If Amendment, Change	d Amount \$	8,190.00
Other Expenses		Requisition Number		
If you are planning to multi-f	und a contract using LE	Budget Information P funds, please contact the State and Fe	ederal Office <u>before</u> co	mpleting requisition.
Resource # Fun	ding Source	Org Key	Object Code	Amount
9350 M	easure J	1849905890	6165	\$8,190.00

	<ul> <li>Approval and F</li> </ul>	Routing (in order of ap	proval steps)		
	vices cannot be provided before the contract is fully approvided before a PO was issued		is issued. Signing th	is documer	nt affirms that to your
*****	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management			4	1
	Signature		Date Approved	Z	12-115
	General Counsel, Department of Facilities Planning	and Management		,	
2.	Signature		Date Approved	2:	24-15
	Deputy Chief, Facilities Planning and Management			1	1
3.	Signature	The VIMIE	Date Approved	21	12/15
	Cher Operations Atticer 1 1	6			1.5
4.	MARIEN		Date Approved	3	10
	President, Board of Hucation	/			1 1
5.	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT



File ID Number	14-2499
Introduction Date	1-14-2015
Enactment Number	15-0024
Enactment Date	1-14-150

OAKLAND UNIFIED

Memo

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



OAKLAND UNIFIED

noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Terraphase Engineering for Environmental Services on behalf of the District at Foster Elementary Central Commissary Project, in an amount not-to exceed \$38,965.00 increasing previous contract amount from \$90,648.00 to a not to exceed amount of \$129,613.00 and revising the end date from June 26, 2014 through June 26, 2016 to June 26, 2018. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact** 

## Measure J

Attachments

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



File ID Number: 14	1-2499
Introduction Date:	1114/15
Enactment Number:	150024
Enactment Date:	114/15
BY: O.A	11.1

# AMENDMENT NO. 1 TO INDEPENDENT 24 P 12: 29

FACILITIES PLANNING AND MANAGEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Terraphase Engineering</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>August 27, 2014</u>, and the parties agree to amend that Agreement as follows:

1.	Services:	x The scope of work has changed.					
	If scope of work changed: Provide brief description of revis such as services, materials, products, and/or reports; attach ad	ed scope of work including description of expected final results, iditional pages as necessary. <u>Attach revised scope of work.</u>					
		ed services: The scope of the project is to cover additional Quality Act (CEQA) Document. In addition, the consultant igation of the soils impacted with lead-based paint.					
2.	Terms (duration): D The term of the contract is unchanged.	X The term of the contract has changed.					
	If term is changed: The contract term is extended by a is June 26, 2018.	n additional Two years, and the amended expiration date					
3.	Compensation: The contract price is <u>unchanged</u> .	The contract price has changed.					
	If the compensation is changed: The contract price is	amended by					
	X Increase of \$38,965.00 to original contract amount						
	A moledse of \$50,505.00 to original contract						

(\$126,613.00)

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

5. Amendment History:

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

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

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

NIFED SCHOOL DISTRICT AND James Harris President, Board 0 Antwan Wilson, Superintendent Secretary, Board of Education Timothy While, Deputy Chief Date

Contract No.

Facilities, Planning and Management

K999069.002 Rev. 10/30/08

CONTRACTOR R Contractor Signature

11/20/15 Date

ANDREW KOMOU Print Name, Title

P.O. No.

Amendment to Professional Services Contract

Page 2 of 2

## EXHIBIT "A" Scope of Work

**Contractor Name: Terraphase Engineering** 

Billing Rate: Thirty-eight thousand, nine hundred sixty-five dollars and no cents (\$38,965,00)

## 1. Description of Services to be Provided

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

## 2. Specific Outcomes:

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

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	OSafe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

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

ruse Dulle

Susie Butler-Berkley Contract Analyst



## **EXHIBIT** A

October 31, 2014

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

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

Dear Mr. Nakadegawa:

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

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

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

Task 1-CEQA Services

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

This budget includes the following tasks:

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

forward. Time for participating in conference calls is included.

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

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

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

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

This budget includes the following tasks:

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

#### e-Soil Mitigation Costs-\$57,648

Test results indicate that the top 9 loss of the planet, below the pavement section in the areas shown on Figure 2 are impacted by lead above human-hearing values and must be removed. Approximately 2/3<sup>rds</sup> of the soil to be removed will be not the section of the sole of the sole of the site (~30,000 square feet) is to be removed.



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



Community Schools, Thriving Students

# Memo

	Menio		
То	Board of Education		
From	Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education By: Vernon Hal, Deputy Superintendent, Business Operations ( Timothy White, Associate Superintendent, Facilities Planning and Management		
Board Meeting Date	May 28, 2014		
Subject	Independent Consultant Agreement for Professional Services - Terraphase Engineering, Inc Foster Elementary School Central Commissary Project	Addition of the second	
Action Requested	Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Terraphase Engineering, Inc. for Environmental Studies Services on behalf of the District at the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$90,648.00. The term of this Agreement shall commence on June 26, 2014 and shall conclude no later than June 26, 2016.		
Background	The Foster Elementary School Site is undergoing construction for the new central kitchen Terraphase is detailing the topographic mapping of the area.		
Local Business Participation Percentage	84.00%		
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every studen educator, and community member using our facilities the best possible opportunity for learning.	n It,	
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and tune of appropriate laboratories and specialized instruction score	) %	



## Community Schools, Thriving Students

opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Terraphase Engineering, Inc. for Environmental Studies Services on behalf of the District at the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$90,648.00. The term of this Agreement shall commence on June 26, 2014 and shall conclude no

Recommendation

Fiscal Impact

#### Measure J

Attachments

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

later than June 26, 2016.

## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

### Terraphase Engineering, Inc.

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

- Submittal of Documents. The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
  - X Signed Agroement
    - X Workers' Compensation Certification
    - X Insurance Certificates and Endorsements
- 4. Compensation. Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in Exhibit "B" (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed <u>Ninety thousand</u>, six <u>hundred forty-eight dollars and no cents(\$90,548,00</u>). District shall pay Consultant according to the following terms and conditions:
  - 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment, payments within thirty (30) days after the "orisultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- Expenses that at subject he indicated onservation may cause on expenses produce on by constraint a performance for fast of encoded as follows: Red <u>ppproduce</u>
- 6. Independent Contractor Consultant, on the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its considered into the considered utilicer's considered, particle and agrees that it and all of its considered into the considered utilicer's considered, particle agrees that it and all of its considered utilicer's considered, agrees agrees particle or part volture of the Dast of the Dast of constrained by and or a dure normally provided employees of the Dast of constrained which District's including and normally until ed, including, but not levated to, "the orthogonal compensation or Worker's compensation. Considered the sature of the explosited by for payment of the levat, state and local taxes including, but not assume to the explosited by or payment of the constraint contemplated, Consultant is be independent contractor or passives cody, with the sub-anthory for controlling and direct or the performance of the source formed by for controlling and direct or the performance of the constraint being represented only in the result of the densities of the source formed and performance or in the source formed by the controlling and direct or the performance of the source formed by the controlling and direct or the performance of the constituent being represented only in the results of the performance.
- Materials Coopolian: shall fureish, acres on a expresser all labor, materials, equipment, supplies in diother during necessary to complete the remaining to provided pursuant to this Agreement, except as follows: Sol epolicities.

#### 8. Performance of Services.

- 8.1 Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or superimient of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in pricordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 8.2. Meetings. Consultant and Ostrect agree to participate an ingular meetings on all least a monthly basis to access strate group metables, implementations of services, and any active issues themed harvain to the annual of the consultant's perparation of services.
- 8.3 District Approval. The work on priced letters was meet the approval of the District multimetric be subject to the Trutent's general right of inspection and supervision to a sub-module betwy connection 3 meet.
- 5. New Project Approval. For the and the traction of the traction of state the Services, and a react overlapping and the services of the traction of the tr
- 3. Originality of Services sceptions to their formation (all, consultant spectification action ages - 1 main to provide a service method, and the shear dial due, or others - service and the provide provide a service propagation of the formation substance - service and an other other to be solved as service on the service of the service of the service and the service - service - service - service - provide a service - service
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#### 1. Teramolion.

- 1.1 Without Cause By District. Loss of may of all, they will be willow masse, terminate this Agreement and compensatily oresultant may for services satisficatedly and the date of termination. Without notice by fastant shall be sufficient to step survay by formation of services by Conservant. Notice chan be defined given when a moust by the Consultant or no the their times class after the day of mailing, crusteries asson.
- Without Cause By Consultant. Consumptions may upon charty (39) doys notice, with or activate reason, technicate this Agreement. Labor this termination, reasonal shell only be noticed to compensate the Agreement of the schools subdivision y tendental to the date of the mattern. Written notice in, consumption and the sufficient to clop tertion section and the schools of the sufficient to clop tertion of the schools of the schools of the sufficient to clop tertion section and the particle to clop tertion and the particle of the schools of the structure of the schools of the school of the schools of the school of the
- 1.2.7 With Cause By District. "Instructioner reminate this Age oner Leoner georg of written over excented to transmale for large clause challence and
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death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

#### 14. Insurance.

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

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

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

Privers, statung date of introduction or ordering to the statung contentation or espectrum shall not be every take them theory 1501 Mays after introduction of under protocol.

- 3.1.2.2. Cooperage straining in particular tracker in the orthan of dependence, or about and operation to which instance applies, exolution dote, to element concellation and reduction notice will be sent, and leasth of concernance.
- 11.2.5. An endorsement stature, that the Destruction's the liter and their agents representatives, employees, trusters, efficient cash statut, and voluntaries are carried envitional mound under of polynes, each of there of compensation to cause. Trufessional Lability, and Employees' Lability dissubaces. An endorsement shall also state that Consectants incention polynet (build be properly to any insurance or self insurance molecular child by control.
- (4.) A Alt process except the Erobessional control of a determinant and occurrence form.
- 4.1 Acceptability of Insurers, insertiments to be placed anti-usa reasorable current A.M., next statue of no less than At VII, unless otherwise acceptable or the United.
- (Considerate includents of the Consideral pressure of the Agricultural shall not be a signed by the consultant.
- ES. Compliance with Laws Consultant shall observe and our ply with exterior and insulation, of the give rang board of the District and all formal, state, and local laws, orderands and regulation - compliant, that give all notices required by any law, admanded the application board of the work as indicated or specified. If Consultant observe that any of the Work required by this Contract is at versione with any orbitow, ordinance, rad any of the Work required by this Contract is at versione with any orbitow, ordinance, rad any of the Work required by this Contract is at versione with any orbitow, ordinance, rad any of the Work required by this Contract is at versione with any orbitow, ordinance, rad any of the Work required by this Contract is at versione with any orbitow, ordinance, rad any of the Work required by this Contract is at versione with any orbitow, ordinance, rad any of the Work required by this Contract is at versione with any orbitow, ordinance, rad any of the work of an use of the work of the Work at the mode and this constract of the contract and necessary changes to the contract state or independent to construct of the proprior rately before an uning, or this Contract state or independent of forms and the total and proprior at the work of any laws, ordinances, rad, and construct of the work of the terms and the total of the work of any laws, ordinances, rad, and construct with of first explores the total tract work and a consultant shall that at space to an above the interview or struct tof the work of any laws, ordinances, rad, an construct the total.
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- 1.4 Imployment with Public Agency Consultant, if us employee of another public webby source of the constraint of th
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in counterparts, and all counterparts together shall be construed as one document.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by smy Faderal 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/pu/blic/SAM

MOUV

Susie Butler-Barkley Contract Analyst IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

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

Dr. Gary Yee, Acting Superintendent and

Secretary, Board of Education\_

Timothy White, Associate Superintendent Facilities Planning and Management

## TERRAPHASE ENGINEERING, INC.

only Aust

Peler Zawislanski, Vice President

APPROVED AS TO 50

Catherine Boskoff, Facilities Counsel

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

Date:

4/28/2014

Date: 5.13.14

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

Information regarding Consultant:

Consultant:	Terraphase Engineering Inc.	
License No.:	1489260 (CA Small Business)	
Address:	1404 Franklin St., Suite 600	
	Oakland, CA 94612	
Telephone:	510-645-1850	
Facsimile:	510-380-6304	
E-Mail:	peter.zawislanski@terraphase.com	
Partner	ual oprietorship	
And the second s	Liability Company	

Other:

27-3543127 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:

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

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

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

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

# CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Name:

Title:

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

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

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

#### DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

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

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

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

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM \_Temphase Engineering Ing. )



April 7, 2014

# EXHIBIT A

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

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

#### Dear Mr. Nakadegawa:

Terraphase Engineering Inc. (Terraphase) thanks the Oakland Unified School District (OUSD) for the opportunity to submit this Proposal for Additional Tasks Related to Preparation of Environmental Studies and a Mitigated Negative Declaration California Environmental Quality Act (CEQA) Document for the proposed Central Commissary Facility at Foster Elementary School, 2850 West Street, Oakland, CA 94608 ("the Site").

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

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

This budget includes the following tasks:

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

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

This budget includes the following tasks:

Proposal for Additional Tasks Related to Preparation of Environmental Studies and a Mitigated Negative Declaration CEQA Document for the Proposed Central Commissary Facility at Foster Elementary School Site 2850 West Street Oakland, CA 84608

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

### Task 1.3 - Environmental Services - \$5000

This budget includes the following tasks:

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

Task 1.4 - Additional Geotechnical Investigation - \$5,200

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

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

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

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

This budget includes the following tasks:

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

#### Task 2.3 - Attend Meetings -\$3,080

Proposal for Additional Tatks Related to Preparation of Environmental Studies and a Mitigated Negativa Declaration CEQA Document for the Proposed Central Commissary Facility at Fostler Elementary School Site 2850 West Street Ookland, CA 94608

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

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

This task includes budget for responding to community comments.

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

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

Task 3.1 - Administrative Costs -\$10,555

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

### Contingency -\$11,825

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

#### ESTIMATED BUDGET

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

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

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

# CLOSING

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

Sincerely,

Wendy Bellat

Wendy Bellah, P.E. Associate Engineer

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

ACORD CERTIFI	ICATE OF LIA	ABILITY IN	SURA	NCE	DATE (MELODONY)) 3/5/2014
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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

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#### BUSINESS AUTO COVERAGE FORM

- A Any person or organization whom you are required by kuntured to name an auditional insured is an "insured" for UNBLLTC COVERAGE, but only to the extent that person or lagon variant publics as on "insured" under the INTER IS AN INSURED provision of Section 11 - NABELTY COVERAGE.
- 8 For any person of urganization, for where you are required on contract to unique a value of subrogation, the Loss Constront - TRANSFER, OF RIGHTS OF RECOVERY, At A root, JTHPRS, TO US is upplicable.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies instrance provided under the following

#### BUSINESS AUTO COVERAGE FORM

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

#### 1. BROAD FORM INSURED

#### A Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would the air "insured" under such a policy hull for its termination of the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include it y novity formed or acquired organization.
  - (a) B at its a partnership joint venture or limited leadily company.
  - (b) That is an 'resured" under any other policy.
  - Ibst has exhausted its i mm of Insural celonder any other policy of
  - (d) 180 days or more affor the augustion or formation as you unless you have given us notice of the acrossition or formation.

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B Employees as insureds

endriver Although (1901): AN INS (2010) B 1997 Formal India I VERMAN C Mendri Parasa d Any 'employee" of yours while using a covered "auto" you don't own, hale or borrow in your business or your personal affairs.

### C. Lessors as Insureds

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

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

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

- D. Additional Insured If Required by Contract
  - Paragraph A 1 WHO IS AN INSURED - of Section II — Liability Soverage 5 intended to add
    - When volumave upreed in a shiften contraction withen agreement that a person to organization be added as an addition to insuled, on your business aan care y such person of organization is on fairs cell, but only to the extent such using a or privation is non-cell but only inguination is non-cell but of paragraphs of the insure of an or on cell and incort in to the origination is non-cell to the paragraphs of the providing to or on cell on the providing to or one contract in the owner of but of the cell of the owner of buts.

the insurance afforded to any such additional insured applies ord, it the incidity injury" or "property is whither DCC-IIS

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- (c) Subsequent to the execution of small watten contract, and
- (1) From to the expiration of the present or time that the visition contract requires such insurance be provided. to the additional insured
- (2) How Limits Apply

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- (a) The liters of itsurance speched rethe values contract on the a adreement, or
- (b) The Limits of insurance shown in the Declarations

buch and shall be a part of and not in addition to Limits of insurance shore a in the Declarations and described in this Section

(1) Austional Insureds Other Insurance

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#### E. Primary and Mon-Contributory if Required by Contract

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13) Phillion Associate When Required By Contract

inis insertinole is inmers if you have agreed in a cultime contract or wollen. agreement was this ensurance be primary. It other insurance is also primary, we call share with all that other insurance by the method described in Other Insurance 5 d.

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

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

Paragraphs (3) unit (4) do not upply to other insurance to which the aduitional insured bas been added as an additional insured.

When this instrance is excess, we will have no duty to delend the insured against any "suff if any other insular has a use, to detend the ans areal against that "suit" it foo other insurer teterats, we sate ride take to no so but we will be coheled to the installors legalst all mose other insurers.

When this maturate is chass over other insurance, we call black only one phate of the amount of the one of any Riph exceeds the subct.

- The lob count of all such other is survive in the pay has been in the abeline of the above the land.
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. All matching of the constant of the distribution of the two by the constant of the constant f .

2. AUTOS RENTED BY EMPLOYEES.

Ney travelle na si travita di a yona e a picateel las 2027: Berlande si si travita di a dage si vali dee la verti a si si travita.

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

#### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5 - FELLOW ENPLOYED of SECFION 4 - EABLETY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance

#### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

whichever is smallest, minus a deductible. The deductible wit be equal to the fargest duouctible applicable to any twined "auto" for that coverage the deductible applies to "less" caused by fire or lightning. Hired Auto Physical Damage coverage is excess, over any other collectible insurance Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable. To any or verid "auto" volution.

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

This extension of coverage does not apply to ally "auto" you have on borrow trom, only of your "en proyver", partners (if you are a partnershi), members (if you are a limited liability comuliniv) or members of their blocket of to

### 5 PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.5 of SECT ON III - PHYSICAL DAMAGE COVERAGE is smended to provide a limit of \$50 per day and a maximum limit of \$1,000

#### 6. LOAN/LEASE GAP COVERAGE

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

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

# 7. AIRBAG COVERAGE

Under Paragraph B EXCLUSIONS of SECTION III - PHYSICAL DAMAGE COVERAGE the following is actived

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

#### ELECTRONIC EQUIPMENT - BROADENED DOVERAGE

The exceptions in Paragraphs Bill EXC: USION of SECTION all - PHYSRIAL DAMAGE COVERAGE are replaced by the following.

- a Exclusions: 4 c, and 4 d, do, not apply to equipment at agrees to be operated solely by use of the prover from the "autors" electroal systemation. I the tank of "to us" at.
- ( Permanently assured in million the covered initial.
- (c) Removable from a flooring onit units or matser Py limitated in on upon the crace of auto.
- 13 An integral per in the can ellast hoase gl and excerning equipment concruption formulation of ellastic according
- Macula associate de la social e per promotaria ami di facali in manuna por Rerico mana de la contra 8 64 - y nemi

b.\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unlt as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.
- c. For each covered "auto", should loss be fimited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.
- EXTRA EXPENSE BROADENED COVERAGE Under Paragreph & - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.
- 10. GLASS REPAIR WAIVER OF DEDUCTIBLE

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

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

11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

14. HIRED AUTO - COVERAGE TERRITORY

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

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

#### 15. WAIVER OF SUBROGATION

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

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

### RESULTANT MENTAL ANGUISH COVERAGE The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

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

17, EXTENDED CANCELLATION CONDITION

Paragraph 2, of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows: It we cancel for any reason office than nonpayment of premium, we will mad or delives to the first Named Irisarcal virition notice of cancelation et cast of upper bottore the effective date of cancelation.

#### 18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a frion hybrid" auto for union (formorithematic inspecified Gaussis of Loss, or Collision investices are provided under this Coverage Form, then such Physical Damage Coverages are interacted as follows.

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

- c.Regardless of the number of autos damaged in any one "losis" the most we will pay under this. Hybrid Travnent Coverage provision for any one "losis" is \$12,050.
- For the purposes of the coverage provision.
- a A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the data.
- b.A. hybrid\* auto is defined as an outo with an internal combustion engine and one or more electric motors, and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.



Terraphase Engineering Inc Endorsement Number: 5

# Automatic Additional Insured - Owners, Lessees or Contractors

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

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization:

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

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



Terraphase Engineering Inc Endorsement Number: 5

# Automatic Additional Insured - Owners, Lessees or Contractors

This endorsement, offective 10.4/2012 ntinches to nucl forms a part of Poil ( y Norther FFI-FCC 10466-00. This endorsement changes the Poiley. Phase read it carerally

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULF

Name of Person or Organization:

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

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



Terraphase Engineering Inc Endorsement Number: 6

# Automatic Waiver of Subrogation Endorsement

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

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

#### SCHEDULE

Name of Person or Organization:

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

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

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



Terraphase Engineering Inc Endursement Number: 15

Contraction of the

\* \*

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

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

### SCHEDULE

Name of Person or Organization:

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

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

# Commentarily Schools Themeng Standarts INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

		Proj	lect Information						
Project Nam	e F	oster ES Central Commissary		Site	18	4			
		Ba	sle Directions						Apple a landar and a
Se	rvices o	cannot be provided until the contrac	t is fully approve	d and a	Purchase	Order ha	s been	issued.	
Attachment		of of general liability insurance, includi	ng certificates and	endorse	ments, if	contract is	over S1	5.000	
Checklist		rkers compensation insurance certifica							
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				3 45 4 30	10 hi 0100			genege lit with statute of	
			actor Informatio						
Contractor N				ń	Peter Zav				
Contractor No OUSD Vendo	eme	Contr	actor Informatio	ntact		vislanski		ogungu-ite-old-attratuma 	
ascessive and a second second second second	eme x ID #	Contra Terrephase Engineering, Inc.	actor Informatio	ntact	Peter Zav Project M	vislanski	CA	Zig	
OUSD Vendo Street Addres	eme x ID #	Contra Terrephase Engineering, Inc. V061420	actor Informatic Agency's Co Title	nfact Oaku	Peter Zav Project M	vislenski anager	] CA 7 01	291	
OUSD Vendo	ama or ID # as	Contr. Terrephase Engineering, Inc. V061420 1404 Franktin Street, Suite 600	actor Informatio Agency's Co Title City Policy Expire	Data Daku	Peter Zav Project M and	vislenski anager	201	4	s X No

Telephone	510-645-1858	Palicy Expires	10-4-2014
Contractor History	Previously been an OUSD contractor?	X Yes No	Worked as an OUSD employee? Yes X No
OUSD Project #	13133	and the second se	
		······································	

		lerm	
Date Work Will Begin	6-25-2014	Date Work Will End By (not more than 5 years from start date)	6-26-2016

			Compensation			
Total Contract Amou	unt	\$	Total Contract Not To	Exceed	\$90	,648.00
Pay Rate Per Hour	(M Hourty)	\$	If Amendment, Chang	ed Amount	5	
Other Expenses			Requisition Number			***************************************
If you are planning	to multi-fui	nd'a contract using LE	Budget Information P funds, please contact the State and	Federal Office <u>befo</u>	ina com	pleting requisition
Resource #	Fund	ng Source	Org Key	Object Co	ode	Amount
9350	Mez	sure 1	1849905890	6170		590 648 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 attimes that to your knowledge services were not provided before a PO was issued.

AL 1 1977114	Division Head	Phone	510-535-7038	Fax 510-535-705	32
1.	Director, Facilities Planaing and Management			41	
	Signature		Date Approved	84	
	General Counsel, Department of Fapilities Plann	ing and Management		a col	
2.	Signeture AAA		Date Approved	5-13-17	
CANEL .	Associate Superintendern, Facilities Planning an	nd Management			
3.	Signature		Date Approved	5/13/4	
	Deputy Superintendent, Ebard of Education	AMIN			a of constraints.
4.	Signaturo		Date Approved		10.710/10.710.710.710.710.710.7
	President Roard of Education	TXY	and the second se		



OAKLAND UNIFIED SCHOOL DISTRICT

# AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

	Project Information	วก	
Project Name	Foster Elementary School Central Commissary	Site	184
	Basic Direction	3	
Sei	vices cannot be provided until the contract is fully appro	ved and a F	Purchase Order has been issued.
Attachment Checklist	Proof of general liability insurance, including certificates a Workers compensation insurance certification, unless ven		

	Co	intractor Information						
Contractor Name	Terraphase Engineering	Agency's Cont	act	Jeff Rai	nes			
OUSD Vendor ID #	V061420	Title		Project Manager				
Street Address	1404 Franklin Street	City	Oakland		State	CA	Zip	94612
Telephone	510-645-1853	Policy Expires						
Contractor History	Previously been an OUSD con	tractor? X Yes No	V	Vorked as	an OUSD e	mploye	e? []	Yes x No
OUSD Project #	13133							

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

Total Contract Amount	S	Total Contract Not To Excee	ed \$12	9,613.00
	ay Rate Per Hour (I Hourly) \$ If Amendment, Changed Amount			,965.00
Other Expenses		Requisition Number		
If you are planning to m	ulti-fund a contract using LE	Budget Information P funds, pieze a contact the State and Federal	Office <u>before</u> con	npleting courses
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6170	\$38,965.00

# Approval and Routing (in order of approval steps)

Sen	vices cannot be provided before the contract is fi wiedge services were not provided before a PO	ully approved and was issued.	a Purchase Order	is issued. Signing th	is document	affirms that to your
	Division Head		Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Managem	ent	u u a g g defende	ale age it approximation statement and a second	1 10	to alla
	Signature	fur man in m		Diste Approved		12419

	General Counsel, Department of Facilities Planning and Management						
2.	Signature MAN	Date Approved	12-10-14				
	Deputy Chief, Facilities Planning and Management	n an ann a sandar chuidean adaraa adaraa adaraa adaraa a	a marine marine and a second and				
3.	signature In Winter	Date Approved	12/12/4				
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