

Board Office Use: Legislative File Info.	
File ID Number	25- 2904
Introduction Date	1-14-2026
Enactment Number	
Enactment Date	



## Memo

<b>To</b>	Board of Education
<b>From</b>	Denise Gail Saddler, Ed.D., Interim Superintendent Preston Thomas, Chief Systems & Services Officer
<b>Board Meeting Date</b>	January 14, 2026
<b>Subject</b>	Amendment No.1, Agreement for General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants – Coliseum College Preparatory Academy Site Expansion Project – Division of Facilities Planning and Management
<b>Action Requested</b>	Approval by the Board of Education of Amendment No. 1, Agreement for General Services by and between the <b>District</b> and <b>Ninyo &amp; Moore Geotechnical &amp; Environmental Sciences Consultants, Alameda, CA</b> , for the latter to provide and prepare a preliminary endangerment assessment (PEA) work plan, implementation and reporting, which involve advancing 38 soil borings, 6 groundwater borings, and installing 6 soil gas wells, with a total of 157 soil groundwater samples to be collected, as outlined in the Proposal dated November 3, 2025, attached to this Amendment as Exhibit A, for the <b>Coliseum College Preparatory Academy Site Expansion Project</b> , in an additional total amount of <b>\$292,398.12</b> , increasing Agreement's total not-to-exceed amount from <b>\$14,490.00 to \$306,888.12</b> . All other terms and conditions of the Agreement remain in full force and effect.
<b>Discussion</b>	This Amendment is providing a preliminary endangerment assessment (PEA) work plan, implementation and reporting for on-going site expansion at the site.
<b>LBP (Local Business Participation Percentage)</b>	Exempt
<b>Recommendation</b>	Approval by the Board of Education of Amendment No. 1, Agreement for General Services by and between the District and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Alameda, CA, for the latter to provide and prepare a preliminary endangerment assessment (PEA) work plan, implementation and reporting, which involve advancing 38 soil borings, 6 groundwater borings, and installing 6 soil gas wells, with a total of 157 soil groundwater samples to be collected, as outlined in the Proposal dated November 3, 2025, attached to this Amendment as Exhibit A, for the Coliseum College Preparatory Academy Site Expansion Project, in an additional total amount of \$292,398.12, increasing Agreement's total not-to-exceed amount from \$14,490.00 to \$306,888.12. All other terms and conditions of the Agreement remain in full force and effect.
<b>Fiscal Impact</b>	Fund 21 Building Fund Measure Y
<b>Attachments</b>	<ul style="list-style-type: none"> <li>Amendment No. 1, including Exhibits</li> <li>Routing Form</li> <li>File ID: 25-0837</li> </ul>

## Memorandum:

**Date:** Mar 6, 2025

**To:** Brijan Patel

**CC:** Kenya Chatman, David Colbert, Pranita Ranbhise, Ty Taylor, Colland Jang, Juanita Hunter, Ellen Clements, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

**From:** Tiffany Knuckles

**Subject:** LBU Recommendation - Project #21113 - Environmental Services - N&M

Greetings Mr. Patel,

As per the Oakland Unified School District's Local Business Policy Program Requirements - BP 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project slated for contract extension via amendment:

**Project:** 21113 | **Project Site:** Coliseum College Preparatory Academy

**Project Name:** Environmental Services

**Company:** Ninyo & Moore

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold of \$84,100 for professional service contracts. Given this information, the above listed project/company shall be considered exempt from the 50% minimum Local Business Participation requirement.

### LBU Recommendation:

Exempt

If you have any questions, please feel free to contact our team at any time.

Sincerely,

**Tiffany Knuckles**

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

## AMENDMENT NO. 1

### TO A GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Ninjo & Moore Geotechnical & Environmental Sciences Consultants**. OUSD entered into an agreement with CONTRACTOR for services on **April 24, 2025** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Coliseum College Preparatory Academy Site Expansion Project** as follows and in the attached Exhibit A:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<b>If scope of work changed:</b> 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: To provide and prepare a preliminary endangerment assessment (PEA) work plan, implementation and reporting, which involve advancing 38 soil borings, 6 groundwater borings, and installing 6 soil gas wells, with a total of 157 soil groundwater samples to be collected, as described in the Proposal dated November 3, 2025, attached to this Amendment as Exhibit A.		
<b>2. Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<b>If term is changed:</b> The contract term expiration date is _____.		
<b>3. Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The not to exceed contract price is		
<b><u>X</u> Increased by: Two Hundred Ninety-Two Thousand Three Hundred Ninety-Eight Dollars 12/100(\$292,398.12), which includes a \$48,733.02 contingency fee.</b>		
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).		
Prior to this amendment, the not-to-exceed total contract price was <b>Fourteen Thousand Four Hundred Ninety Dollars No/100 (\$14,490.00)</b> , and after this amendment, the not-to-exceed total contract price will be: <b>Three Hundred Six Thousand Eight Hundred Eighty-Eight Dollars 12/100(\$306,888.12)</b> .		

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

**5. Amendment History:**

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

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

**6. Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jennifer Brouhard, President,  
Board of Education

Date

Denise Gail Saddler, Ed.D., Interim Superintendent  
and Secretary, Board of Education

Date

**CONTRACTOR: Ninyo & Moore Geotechnical &  
Environmental Sciences Consultants**

Contractor Signature

Date

Print Name, Title

  
Preston Thomas (Dec 11, 2025 08:58:41 PST)

Dec 11, 2025

Preston Thomas, Chief Systems &  
Services Officer

Date

**Approval as to form:**

  
James Traber, Esq.  
General Counsel, Facilities,

12/8/2025

Date

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jennifer Brouhard, President,  
Board of Education

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Date

Denise Gail Saddler, Ed.D., Interim Superintendent  
and Secretary, Board of Education

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Date

Preston Thomas, Chief Systems &  
Services Officer

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Date**Approval as to form:**

James Traber, Esq.  
General Counsel, Facilities,

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Date**CONTRACTOR: Ninyo & Moore Geotechnical &  
Environmental Sciences Consultants**

  
Brandon S. Wilken

12/2/2025

Contractor Signature

Date

**Brandon S. Wilken, Principal Geologist**

Print Name, Title

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Ninyo & Moore Geotechnical & Environmental Sciences Consultants**

1. Detailed Description of Services to be provided: To provide and prepare a preliminary endangerment assessment (PEA) work plan, implementation and reporting, which involve advancing 38 soil borings, 6 groundwater borings, and installing 6 soil gas wells, with a total of 157 soil groundwater samples to be collected, as described in the Proposal dated November 3, 2025, attached to this Amendment as Exhibit A.
2. Specific Outcomes:
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	X Safe, 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

November 3, 2025  
Project No. 405091001

Mr. Brijan Patel  
Project Engineer  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Subject:      Proposal for Additional Environmental Services  
                  Coliseum College Preparatory Academy  
                  1790 10<sup>th</sup> Street  
                  Oakland, California

Dear Mr. Patel:

Ninyo & Moore is pleased to submit this proposal to Oakland Unified School District (District) to provide Environmental Services for the proposed redevelopment at the Coliseum College Preparatory Academy (CCPA) located at 1390 66th Avenue in Oakland, California (site) under California Department of Toxic Substances Control (DTSC) oversight.

## PROPOSED SCOPE OF SERVICES

### Task 1: Preliminary Endangerment Assessment Workplan

Ninyo & Moore prepared and submitted the initial Preliminary Endangerment Assessment (PEA) Work Plan to DTSC. Following DTSC's detailed reviews, multiple revised versions of the Work Plan were prepared to address agency comments and move toward final approval. The additional level of effort required to incorporate DTSC's repeated and detailed feedback resulted in approximately \$20,000 in additional labor beyond the original estimate. This increased effort reflects the time needed for multiple rounds of technical revisions, particularly the updates to Appendix E (RL & MDL vs. SL), ensure the Work Plan meets DTSC's expectations for approval.

**Task 1 Cost: \$20,200.00**

### Task 2: Preliminary Endangerment Assessment Implementation

Upon approval of the PEA Work Plan, Ninyo & Moore will proceed to coordinate its implementation and oversee the necessary preparatory field activities, including site reconnaissance, mark-out for utility clearance, and the public notice process. The site reconnaissance and utility mark-out,

including private utility clearance, are expected to take up to two days, while the public notice process will require one day.

Ninyo & Moore will oversee the PEA implementation, which will include the advancement of 38 soil borings and 6 groundwater borings, as well as the installation of 6 soil gas wells. A total of approximately 157 soil and groundwater samples will be collected over a five to six day field program.

Following an appropriate equilibration period, Ninyo & Moore will return to the site to collect soil gas samples from the installed wells in accordance with DTSC guidance. This phase is expected to take an additional two days.

This task also covers analytical costs and the acquisition of required regulatory permits.

**Task 2 Cost: \$169,225.10**

### **Task 3: Preliminary Endangerment Assessment Reporting**

Following implementation of the PEA work plan, Ninyo & Moore will compile all field observations and analytical data into a PEA report. The report will include site background and environmental setting information, field procedures, presentation of field observations and analytical results (including boring logs and laboratory reports), an updated conceptual site model, a human health risk assessment, a sea-level rise assessment, and a summary of public participation procedures.

**Task 3 Cost: \$45,105.00**

## **SCHEDULE AND COST**

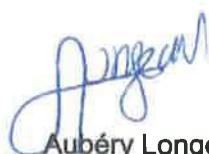
OUSD is still waiting for official approval of the PEA workplan. Ninyo & Moore will proceed with coordinating the PEA implementation once the proposed scope of work has been approved with DTSC.

The work will be performed on a time-and-materials basis in accordance with the attached schedule of fees. Based on the scope of services described above, the total estimated cost for our services is **\$292,398.12**, which includes a 20% contingency fee of **\$48,733.02**. The contingency is intended to cover unforeseen conditions or additional work that may arise during the approval process of the PEA work plan or as a result of initial findings during PEA implementation.

If you agree to the terms of this proposal, please sign below and return a copy to us. Our services will be provided in accordance with our existing contract terms and conditions with OUSD, as documented in the General Services Agreement, file ID number 25-0837, approved during the April 23, 2025, Board meeting.

We trust that this proposal satisfies your requirements and assure you that Ninyo & Moore will be responsive to your needs. We look forward to continuing a successful relationship with you on this project.

Sincerely,  
**NINYO & MOORE**



**Aubéry Longeau Kurtz**  
Project Engineer

ALK/BSW/gvr

  
**Brandon S. Wilken, PG, QSD**  
Principal Geologist

Attachment: Table 1 - Breakdown of Estimated Fee

By signing below, I authorize Ninyo & Moore to complete the work described herein.

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Printed Name of Client or Authorized Agent

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Signature of Client or Authorized Agent

---

Date

**Table 1 - Breakdown of Estimated Fee**

**Task 1 : Preliminary Endangerment Assessment Workplan**

Principal Engineer/Geologist/Environmental Scientist	25 hours	@ \$ 220.00 /hour	\$ 5,500.00
Senior Project Engineer/Geologist/Environmental Scientist	1 hour	@ \$ 200.00 /hour	\$ 200.00
Project Engineer/Geologist/Environmental Scientist	60 hours	@ \$ 195.00 /hour	\$ 11,700.00
Technical Illustrator/CAD Operator	10 hours	@ \$ 120.00 /hour	\$ 1,200.00
Data Processor	20 hours	@ \$ 80.00 /hour	\$ 1,600.00
		<b>Task 1 Subtotal</b>	<b>\$ 20,200.00</b>

**Task 2 : Preliminary Endangerment Assessment**

**Pre-Field Coordination**

Principal Engineer/Geologist/Environmental Scientist	2 hours	@ \$ 220.00 /hour	\$ 440.00
Project Engineer/Geologist/Environmental Scientist	25 hours	@ \$ 195.00 /hour	\$ 4,875.00
Staff Engineer/Geologist/Environmental Scientist	4 hours	@ \$ 165.00 /hour	\$ 660.00
Technical Illustrator/CAD Operator	4 hours	@ \$ 120.00 /hour	\$ 480.00
		<b>Subtotal</b>	<b>\$ 6,455.00</b>

**Site Reconnaissance, Markout for Utility Clearance, Public Notice**

Principal Engineer/Geologist/Environmental Scientist	6 hours	@ \$ 220.00 /hour	\$ 1,320.00
Project Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 195.00 /hour	\$ 3,900.00
Senior Staff Engineer/Geologist/Environmental Scientist	40 hours	@ \$ 180.00 /hour	\$ 7,200.00
Private Utility Locator & Geophysical Survey		Lump Sum	\$4,370.00
Private Utility Locator & Geophysical Survey Markup		Lump Sum	\$655.50
Well Permit and Exploratory Borehole		Lump Sum	\$2,675.00
Field Vehicle and Equipment Usage	36 hours	@ \$ 15.00 /hour	\$ 540.00
		<b>Subtotal</b>	<b>\$ 20,660.50</b>

**Preliminary Endangerment Assessment Implementation**

Principal Engineer/Geologist/Environmental Scientist	14 hours	@ \$ 220.00 /hour	\$ 3,080.00
Project Engineer/Geologist/Environmental Scientist	40 hours	@ \$ 195.00 /hour	\$ 7,800.00
Senior Staff Engineer/Geologist/Environmental Scientist	90 hours	@ \$ 180.00 /hour	\$ 16,200.00
Drill Rig (Subcontractor)		Lump Sum	\$ 22,288.80
Drill Rig (Subcontractor) Mark-up		Lump Sum	\$ 3,343.32
	<b>72 hours</b>	<b>@ \$ 25.00 /hour</b>	<b>\$ 1,800.00</b>
Field Vehicle Usage	90 hours	@ \$ 15.00 /hour	\$ 1,350.00
Helium Usage	7 samples	@ \$ 20.00 /sample	\$ 140.00
Global Positioning System Usage	6 days	@ \$ 109.25 /sample	\$ 753.83
Supplies		Lump Sum	\$ 250.00
		<b>Subtotal</b>	<b>\$ 57,005.95</b>

**Laboratory Analyses and Equipment**

**Soil**

US EPA Method 8081 - OCPs	133 tests	@ \$ 95.00 /test	\$ 12,635.00
US EPA Method 6010 - CAM-17 / Title 22 ICP Metals	133 tests	@ \$ 80.00 /test	\$ 10,640.00
US EPA Method 7471 - Mercury	133 tests	@ \$ 25.00 /test	\$ 3,325.00
US EPA Method 8082 - PCBs	133 tests	@ \$ 75.00 /test	\$ 9,975.00
CARB 435 (400 pt ct) - Asbestos	125 tests	@ \$ 165.00 /test	\$ 20,625.00
US EPA Method 8260 - VOCs + TPH-g	51 tests	@ \$ 110.00 /test	\$ 5,610.00
US EPA Method 8015 - TPH-d & TPH-mo	51 tests	@ \$ 50.00 /test	\$ 2,550.00
US EPA Method 7199 - Hexavalent Chromium	26 tests	@ \$ 110.00 /test	\$ 2,860.00
5035 TemaCore Sampling Kits	51 kits	@ \$ 15.00 /kit	\$ 765.00
	<b>157 samples</b>	<b>@ \$ 5.00 /test</b>	<b>\$ 785.00</b>

**Safe and Environmentally Responsible Waste Management**

**Groundwater**

US EPA Method 8081 - OCPs	6 tests	@ \$ 95.00 /test	\$ 570.00
US EPA Method 6010 - CAM-17 / Title 22 ICP Metals	6 tests	@ \$ 80.00 /test	\$ 480.00
US EPA Method 7471 - Mercury	6 tests	@ \$ 25.00 /test	\$ 150.00
US EPA Method 8082 - PCBs	6 tests	@ \$ 75.00 /test	\$ 450.00
US EPA Method 8260 - VOCs + TPH-g	18 tests	@ \$ 110.00 /test	\$ 1,980.00
US EPA Method 8015 - TPH-d & TPH-mo	12 tests	@ \$ 50.00 /test	\$ 600.00
US EPA Method 8270 - Tetraethyl Lead	6 tests	@ \$ 80.00 /test	\$ 480.00
Distilled Water	6 liters	@ \$ 15.00 /test	\$ 90.00

**Table 1 - Breakdown of Estimated Fee**

<b>Soil Gas</b>				
TO-15 (Hybrid) - VOCs + TPH-g + Naph	7 tests	@ \$160.00 /test	\$ 1,120.00	
ASTM D-1946 Fixed Gas	7 tests	@ \$130.00 /test	\$ 910.00	
Canisters	8 tests	@ \$50.00 /test	\$ 400.00	
Manifold	8 tests	@ \$45.00 /test	\$ 360.00	
Duplicate T	1 test	@ \$11.00 /test	\$ 11.00	
Helium Detector		Lump Sum	\$ 350.00	
Helium Usage	7 samples	@ \$ 20.00 /sample	\$ 140.00	
Shroud		Lump Sum	\$ 165.00	
<b>Safe and Environmentally Responsible Waste Management</b>	<b>7 tests</b>	<b>@ \$5.00 /test</b>	<b>\$ 35.00</b>	
<b>Waste Characterization</b>				
US EPA Method 8081 - OCPs	2 tests	@ \$95.00 /test	\$ 190.00	
US EPA Method 6010 - CAM-17 / Title 22 ICP Metals	2 tests	@ \$80.00 /test	\$ 160.00	
US EPA Method 7471 - Mercury	2 tests	@ \$25.00 /test	\$ 50.00	
US EPA Method 8082 - PCBs	2 tests	@ \$75.00 /test	\$ 150.00	
US EPA Method 8260 - VOCs + TPH-g	2 tests	@ \$110.00 /test	\$ 220.00	
US EPA Method 8015 - TPH-d & TPH-mo	2 tests	@ \$50.00 /test	\$ 100.00	
STLC, TTLC	5 tests	@ \$100.00 /test	\$ 500.00	
Composite Sample	6 subsamples	@ \$ 20.00 /subsample	\$ 120.00	
Markup (15%)		Lump Sum	\$ 11,932.65	
		<b>Laboratory Analyses and Equipment</b>	<b>Subtotal</b>	<b>\$ 91,483.65</b>
			<b>Task 2 Subtotal</b>	<b>\$ 175,605.10</b>
<b>Task 3 : Preliminary Endangerment Assessment Reporting</b>				
<b>Data Compilation and Analysis</b>				
Principal Engineer/Geologist/Environmental Scientist	6 hours	@ \$220.00 /hour	\$ 1,320.00	
Project Engineer/Geologist/Environmental Scientist	25 hours	@ \$195.00 /hour	\$ 4,875.00	
Senior Staff Engineer/Geologist/Environmental Scientist	50 hours	@ \$180.00 /hour	\$ 9,000.00	
		<b>Subtotal</b>	<b>\$ 15,195.00</b>	
<b>Report Preparation</b>				
<b>Principal Engineer/Geologist/Environmental Scientist</b>	<b>14 hours</b>	<b>@ \$220.00 /hour</b>	<b>\$ 3,080.00</b>	
Senior Engineer/Geologist/Environmental Scientist	46 hours	@ \$210.00 /hour	\$ 9,660.00	
Project Engineer/Geologist/Environmental Scientist	55 hours	@ \$195.00 /hour	\$ 10,725.00	
Senior Staff Engineer/Geologist/Environmental Scientist	30 hours	@ \$180.00 /hour	\$ 5,400.00	
Technical Illustrator/CAD Operator	25 hours	@ \$120.00 /hour	\$ 3,000.00	
Data Processor	10 hours	@ \$ 80.00 /hour	\$ 800.00	
		<b>Subtotal</b>	<b>\$ 32,665.00</b>	
		<b>Task 3 Subtotal</b>	<b>\$ 47,860.00</b>	
<b>ESTIMATED FEE</b>				<b>\$ 243,665.10</b>
Contingency (20%)				\$ 48,733.02
<b>TOTAL ESTIMATED FEE WITH CONTINGENCY</b>				<b>\$ 292,398.12</b>



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name | Coliseum College Preparatory Academy Site Expansion Project | Site | 232

### Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist |  Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000  
 Workers compensation insurance certification, unless vendor is a sole provider

### Contractor Information

Contractor Name	Ninjo & Moore Geotechnical & Environmental Sciences Consultants	Agency's Contact	Brandon Wilken					
OUSD Vendor ID #	003087	Title	Principal					
Street Address	1301 Marina Valley Parkway	City	Alameda	State	CA	Zip	94501	
Telephone	510-343-3000	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
OUSD Project #	21113							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-24-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2026
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 292,398.12
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9859	Fund 21 Measure Y	210-9655-0-9859-8500-6220-232-9180-9906-9999-21113	6220	\$292,398.12

### Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director of Facilities				
2.	Signature  <small>Sele Nadel-Hayes (Dec 11, 2025 17:10:54 PST)</small>	Date Approved	Dec 11, 2025		
	Counsel, Facilities				
3.	Signature  <small>James Traber (Dec 11, 2025 17:10:54 PST)</small>	Date Approved	12/8/2025		
	Chief Systems & Services Officer				
4.	Signature  <small>Preston Thomas (Dec 11, 2025 08:58:41 PST)</small>	Date Approved	Dec 11, 2025		
	Chief Financial Officer				
5.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-0837
Introduction Date	04-23-2025
Enactment Number	25-0588
Enactment Date	4/23/2025 os



# Memo

<b>To</b>	Board of Education
<b>From</b>	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director
<b>Board Meeting Date</b>	April 23, 2025
<b>Subject</b>	General Services Agreement – Ninyo & Moore Geotechnical & Environmental Sciences Consultants- Coliseum College Preparatory Academy Site Expansion Project - Division of Facilities Planning and Management
<b>Action Requested</b>	Approval by the Board of Education to the General Services Agreement between the District and Ninyo & Moore Geotechnical & Environmental Sciences Consultants Alameda, California, for the latter to provide environmental services for the redevelopment of the College Preparatory Academy Site Expansion Project in the not-to-exceed amount of \$14,490.00 with work scheduled to commence on April 24, 2025 and scheduled to last until June 30, 2026.
<b>Discussion</b>	Consultant is providing environmental services and was selected based on demonstrated competence and professional qualifications. (Government Code §4526.)
<b>LBP (Local Business Participation Percentage)</b>	00.00%
<b>Recommendation</b>	Approval by the Board of Education to the General Services Agreement between the District and Ninyo & Moore Geotechnical & Environmental Sciences Consultants Alameda, California, for the latter to provide environmental services for the redevelopment of the College Preparatory Academy Site Expansion Project in the not-to-exceed amount of \$14,490.00 with work scheduled to commence on April 24, 2025 and scheduled to last until June 30, 2026.
<b>Fiscal Impact</b>	Fund 21 Building – Measure Y
<b>Attachments</b>	<ul style="list-style-type: none"> <li>Justification Form</li> <li>Agreement, including Exhibits</li> <li>Certificate of Insurance</li> <li>Routing Form</li> </ul>



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

**Legislative File ID No. 25-0837**

**Department: Division of Facilities Planning and Management**

**Project No.: 21113**

**Vendor Name: Ninyo & Moore Geotechnical & Environmental Sciences Consultants**

**Project Name: Coliseum College Preparatory Academy Site Expansion Project**

**Contract Term: Intended Start: 04-24-2025      Intended End: 06-30-2026**

**Total Cost Over Contract Term: \$14,490.00**

**Approved by: Preston Thomas**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

Ninyo & Moore was selected based on previous experience with multiple OUSD projects and through a quote request where they were the lowest bidder.

**Summarize the services or supplies this contractor or vendor will be providing.**

Consultant will provide environmental scope services to support Coliseum College Preparatory Academy Site Expansion Project.

**Was this contract competitively bid?  Check box for "Yes" (If "No," leave box unchecked)**

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

The consultant will provide environmental scope services to support the Coliseum College Preparatory Academy Site Expansion Project. No bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060).

## **OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT**

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This general services agreement (“Agreement”) is made and entered into effective **April 24, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Ninyo & Moore Geotechnical & Environmental Sciences Consultants** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): **to provide environmental services for the proposed redevelopment of the Coliseum College Preparatory Academy Site Expansion Project.** (“Project”), (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Ninyo & Moore consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper. The term for performance of the Services shall begin on **April 24, 2025, and shall end on June 30, 2026** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

{SR801406}

General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants– Coliseum College Preparatory Academy Site Expansion Project  
-\$14,490.00

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in Exhibit B for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Fourteen Thousand Four Hundred Ninety Dollars (\$14,490.00)**, which consists of a lump sum of **Fourteen Thousand Four Hundred Ninety Dollars (\$14,490.00)** for performance of the Basic Services, and a not-to-exceed amount of **Zero Dollars (\$0.00)** for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-

employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act (“FEHA”).

**7. Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.

**8. Insurance.** Without in any way limiting Contractor’s liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker’s compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor’s insurance policies shall be attached to this Agreement as proof of insurance.

**9. Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor’s performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District’s business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District’s employees are normally entitled.

**10. Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or

contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

**11. Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see ***Exhibit C***).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

**12. Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- A.  Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.
- B.  The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

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[Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

**13. Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall

maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

**14. Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

**15. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

**16. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

**17. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

**18. Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

**19. Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

**20. Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

**21. Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and

experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached ***Exhibit D*** shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during

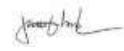
this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.

\* \* \* \* \*

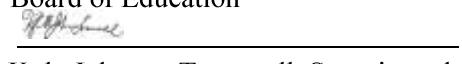
**Oakland Unified School District**



4/24/2025

Jennifer Brouhard, President,  
Board of Education

Date

  
Kyla Johnson-Trammell, Superintendent  
& Secretary Board of Education

4/24/2025

Date

  
Preston Thomas (Mar 26, 2025 08:40 PDT)  
Preston Thomas, Chief Systems & Services  
Officer Management

Mar 26, 2025

Date

**Ninvo & Moore Geotechnical &  
Environmental Sciences Consultants**



03/24/2025

Signature

Date

[Brandon S. Wilken, Principal Geologist](#)

Print Name, Title



03/24/2025

James Traber, Esq.  
Counsel, OUSD

Date

<b>Address for District Notices:</b>	<b>Address for Contractor Notices:</b>
Address for Contractor Notices: 955 High Street Oakland, CA 94601	Ninvo & Moore Geotechnical & Environmental Sciences Consultants 1301 Marina Village Parkway, Suite 110 Alameda, CA 94501

**EXHIBITA**

**Scope of Services**

{SR801406}9

General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants– Coliseum College Preparatory Academy Site Expansion Project  
-\$14,490.00



March 5, 2025  
Proposal Number: 09OAK03-01870

Mr. Brijan Patel  
Project Engineer  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Subject: Proposal for Environmental Services  
Coliseum College Preparatory Academy  
1390 66<sup>th</sup> Avenue  
Oakland, California 94621

Dear Mr. Patel:

Ninyo & Moore is pleased to present this proposal to Oakland Unified School District (District) to provide Environmental Services for the proposed redevelopment at the Coliseum College Preparatory Academy (CCPA) located at 1390 66<sup>th</sup> Avenue in Oakland, California (site). Intertek PSI completed a Phase I environmental site assessment (ESA) on November 1, 2024 for the CCPA campus. The Phase I ESA indicated the following RECs for the site: lead in soil from the potential weathering of lead-based paint; organochlorine pesticides (OCPs) in soil from potential termiteicide applications around historic structures; polychlorinated biphenyls (PCBs) in soils from electrical transformers and/or the weathering of window caulking materials from historical buildings; the potential presence of volatile organic compounds (VOCs) and semi-volatile organic compounds (SVOCs) from off-site and on-site sources; and the presence of ultramafic rock outcrops within 10-miles that may potentially contain natural occurring asbestos (NOA). The Phase I ESA was submitted to the DTSC for their comment and approval. The DTSC concluded that a Preliminary Endangerment Assessment (PEA) was necessary for the site.

The next step for the project consists of initiating the PEA including the following:

- Environmental Oversight Agreement (EOA) between the DTSC and District, which Ninyo & Moore assumes has been finalized;
- PEA scoping meeting with DTSC to determine a proposed scope of work for the environmental investigation; and
- Preparation of a PEA Work Plan detailing the proposed PEA scope of work.

## PROPOSED SCOPE OF WORK

Ninyo & Moore proposes the following environmental scope of services to support the redevelopment work at the site.

### Task 1: Preliminary Endangerment Assessment Scoping Meeting

Ninyo & Moore will arrange and attend a scoping meeting with the District and DTSC in order to discuss the results of the Phase I ESA and develop a scope of work for the PEA Work Plan. Ninyo & Moore will develop a proposed scope and presentation materials prior to the meeting. If the DTSC recommends additional site assessment, Ninyo & Moore will recommend the appropriate scope of work that will provide enough information to remove any data gaps that might be identified in a timely and cost-efficient manner. If additional meetings with DTSC are needed, Ninyo & Moore will discuss with the District prior to proceeding and prepare a change order for District approval.

### Task 2: Preliminary Environmental Assessment Work Plan

After the scoping meeting with DTSC, Ninyo & Moore will prepare a PEA Work Plan based on the proposed PEA scope agreed to with DTSC. The PEA Work Plan will be prepared per DTSC guidelines. A draft PEA Work Plan will be submitted to the District for review prior to submitting a final PEA Work Plan to DTSC for review. Task 2 assumes minor comments from the District and one round of edits based on DTSC comments.

## SCHEDULE AND COMPENSATION

Ninyo & Moore will have a draft PEA work plan available for client review within 45-days of the PEA scoping meeting. This work will be conducted on a time-and-materials basis following Ninyo & Moore's attached schedule of fees. The fee for our services discussed above is **\$14,490 (Fourteen Thousand Four Hundred Ninety Dollars)** and the breakdown of the fee is attached.

If our proposal is acceptable, please provide contracting documentation for Ninyo & Moore's review and approval. We look forward to continue supporting and working with you on this project.

If you have questions or comments, please contact us at (510) 343-3000.

Respectfully submitted,  
**NINYO & MOORE**

  
**Brandon S. Wilken, PG, QSD**  
Principal Geologist

BSW/gvr

Attachments: Table 1 - Breakdown of Estimated Fee  
Schedule of Fees

**EXHIBIT B**

**Hourly Rates**

{SR801406}10

General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants– Coliseum College Preparatory Academy Site Expansion Project  
-\$14,490.00

**Table 1 - Breakdown of Estimated Fee**

<b>PEA Scoping Meeting</b>					
Principal Engineer/Geologist/Environmental Scientist	3 hours	@ \$ 220.00	/hour	\$	660.00
Senior Engineer/Geologist/Environmental Scientist	hour	@ \$ 210.00	/hour	\$	-
Senior Project Engineer/Geologist/Environmental Scientist	6 hours	@ \$ 200.00	/hour	\$	1,200.00
Project Engineer/Geologist/Environmental Scientist	hour	@ \$ 195.00	/hour	\$	-
Senior Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 180.00	/hour	\$	-
Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 165.00	/hour	\$	-
Technical Illustrator/CAD Operator	4 hours	@ \$ 120.00	/hour	\$	480.00
Data Processor	2 hours	@ \$ 80.00	/hour	\$	160.00
			<b>Subtotal</b>	<b>\$</b>	<b>2,500.00</b>
<b>PEA Work Plan</b>					
Principal Engineer/Geologist/Environmental Scientist	10 hours	@ \$ 220.00	/hour	\$	2,200.00
Senior Engineer/Geologist/Environmental Scientist	hour	@ \$ 210.00	/hour	\$	-
Senior Project Engineer/Geologist/Environmental Scientist	20 hours	@ \$ 200.00	/hour	\$	4,000.00
Project Engineer/Geologist/Environmental Scientist	hour	@ \$ 195.00	/hour	\$	-
Senior Staff Engineer/Geologist/Environmental Scientist	hour	@ \$ 180.00	/hour	\$	-
Staff Engineer/Geologist/Environmental Scientist	30 hours	@ \$ 165.00	/hour	\$	4,950.00
Technical Illustrator/CAD Operator	5 hours	@ \$ 120.00	/hour	\$	600.00
Data Processor	3 hours	@ \$ 80.00	/hour	\$	240.00
			<b>Subtotal</b>	<b>\$</b>	<b>11,990.00</b>
<b>TOTAL ESTIMATED FEE</b>				<b>\$</b>	<b>14,490.00</b>

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 220
Senior Engineer/Geologist/Environmental Scientist	\$ 210
Senior Project Engineer/Geologist/Environmental Scientist	\$ 200
Project Engineer/Geologist/Environmental Scientist	\$ 195
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 180
Staff Engineer/Geologist/Environmental Scientist	\$ 165
GIS Analyst	\$ 145
Technical Illustrator/CAD Operator	\$ 120

#### Field Staff

Certified Asbestos/Lead Technician	\$ 200
Field Operations Manager	\$ 130
Nondestructive Examination Technician (UT, MT, LP)	\$ 125
Supervisory Technician	\$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 115
Senior Technician	\$ 115
Technician	\$ 110

#### Administrative Staff

Information Specialist	\$ 100
Geotechnical/Environmental/Laboratory Assistant	\$ 100
Data Processor	\$ 80

### Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

### Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

{SR801406}11

General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants – Coliseum College Preparatory Academy Site Expansion Project  
-\$14,490.00

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Assistant Secretary [insert "owner" or officer title] of Ninyo & Moore [insert name of business entity], have read the foregoing and agree that Ninyo & Moore [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 03/24/2025

Name: Brandon S. Wilken

Signature: Brandon S. Wilken

Title: Principal Geologist/Assistant Secretary

**ATTACHMENT A**

**Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

## ATTACHMENT B

### Form for Certification of Lack of Felony Convictions

*Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.*

Entity Name: Ninyo & Moore  
Date of Entity's Contract with District: 3/24/2025  
Scope of Entity's Contract with District: Provide Environmental Consulting Services for CCPA.

I, Brandon S. Wilken [insert name], am the Assistant Secretary [insert "owner" or officer title] for Ninyo & Moore [insert name of business entity] ("Entity"), which entered a contract on March 24, 2025, with the District for CCPA Site.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: March 24, 2025

Signature: 

Typed Name: Brandon S. Wilken

Title: Principal Geologist/Assistant Secretary

Entity: Ninyo & Moore



Geotechnical & Environmental Sciences Consultants

June 1, 2023

## CERTIFICATE OF THE ASSISTANT SECRETARY

TO WHOM IT MAY CONCERN:

I hereby certify that I am the duly qualified and acting Assistant Secretary of Ninyo & Moore, a California Corporation. The following is a true excerpt from the Minutes of the Ninyo & Moore Board of Directors meeting held on June 24, 1999:

15. Empowerment of Executive Officers:

Many clients have requested letters of authorization prior to accepting the signatures of Principals on contractual documents. To clarify this situation, we hereby incorporate the following statement into the bylaws of the Corporation:

"RESOLVED, that the Corporation recognizes those employees appointed as Principals (including Division Managers) as Executive Officers of the Corporation, and empowers them to represent the Corporation in this legal capacity."

The resolution is in conformity with the Articles of Incorporation and bylaws of the Corporation, has never been modified or repealed, and is now in full force and effect.

Under this resolution, Brandon S. Wilken, Principal Geologist of our Alameda, California office, is empowered to bind the Corporation.

**NINYO & MOORE**  
Geotechnical & Environmental Sciences Consultants

Elaine O. Autus  
Assistant Secretary

**Memorandum:**

**Date:** Mar 6, 2025

**To:** Brijan Patel

**CC:** Kenya Chatman, David Colbert, Pranita Ranbhise, Ty Taylor, Colland Jang, Juanita Hunter, Ellen Clements, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

**From:** Tiffany Knuckles

**Subject:** LBU Recommendation - Project #21113 - Environmental Services - N&M

Greetings Mr. Patel,

As per the Oakland Unified School District's Local Business Policy Program Requirements - BP 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project slated for contract extension via amendment:

**Project: 21113 | Project Site:** Coliseum College Preparatory Academy

**Project Name:** Environmental Services

**Company:** Ninyo & Moore

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold of \$84,100 for professional service contracts. Given this information, the above listed project/company shall be considered exempt from the 50% minimum Local Business Participation requirement.

**LBU Recommendation:**

Exempt ▾

If you have any questions, please feel free to contact our team at any time.

Sincerely,

**Tiffany Knuckles**

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2025

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 have ADDITIONAL INSURED provisions or 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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549		CONTACT NAME: Robyn Catania PHONE (A/C, No. Ext): 360-626-9535 FAX (A/C, No): E-MAIL: DesignProCerts@AssuredPartners.com ADDRESS: DesignProCerts@AssuredPartners.com
		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America 25674 INSURER B: Pacific Insurance Company, Limited 10046 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1301 Marina Village Parkway, Suite 110 Alameda CA 94501		License#: 6003745 NINY&MO-01

**COVERAGES**      **CERTIFICATE NUMBER:** 1968679446      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  X Contractual Liab  X OCP / XCU  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:		Y	6308986R247	10/3/2024	10/3/2025	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY  Hired AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	8107N033091	10/3/2024	10/3/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	UMBRELLA LIAB  EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$		Y	CUP9J428527	10/3/2024	10/3/2025	EACH OCCURRENCE	\$ 10,000,000	
							AGGREGATE	\$ 10,000,000	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N	Y/N N/A	UB6P428399	5/1/2024	5/1/2025	X PER STATUTE E.L. EACH ACCIDENT	\$ 1,000,000	OTHE- R
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
B	Professional Liab. & Contractor's Pollution Liab. Claims - Made		Y	72OH068190524	10/3/2024	10/3/2025	Per Claim Annual Aggregate	5,000,000 5,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.  
N&M PROJECT NUMBER/NAME: #09OAK03-01870 / OUSD/CCPA/PEA ENV SERVICES --

Oakland Unified School District, its Board of Trustees, officers, agents, and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract. Insurance coverage includes waiver of subrogation per attached.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> 30 Day Notice of Cancellation
Oakland Unified School District Attn: Brijan Patel 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.
	AUTHORIZED REPRESENTATIVE <i>Robyn Catania</i>



## DIVISION OF FACILITIES PLANNING & MANAGEMENT Routing Form

### Project Information

Project Name	Coliseum College Preparatory Academy Site Expansion Project	Site	232
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### Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Name	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Agency's Contact	Brandon Wilken				
OUSD Vendor ID #	003087	Title	Principal				
Street Address	1301 Marina Valley Parkway	City	Alameda	State	CA	Zip	94501
Telephone	510-343-3000	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	21113						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-24-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2026
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$14,490.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

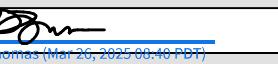
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9859	Fund 21 Measure Y	210-9655-0-9859-8500-6220-232-9180-9906-9999-21113	6220	\$14,490.00

### Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director of Facilities				
	Signature  Kenya Chathian (Mar 24, 2025 14:18 PDT)	Date Approved	Mar 24, 2025		
2.	Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	03/24/2025		
3.	Chief Systems & Services Officer				
	Signature  Preston Thomas (Mar 26, 2025 00:40 PDT)	Date Approved	Mar 26, 2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
	President, Board of Education				

5. Signature	Date Approved
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