

Board Office Use: Legislative File Info.	
File ID Number	22-1109
Introduction Date	5-25-2022
Enactment Number	22-1012
Enactment Date	5/25/2022 er



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** May 25, 2022

**Subject** Agreement for Materials Testing and Special Inspection Services – Construction Testing Services – Division of State Architect (DSA) Legacy Project –Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Materials Testing and Special Inspection Services Agreement by and between the **District** and **Construction Testing Services**, Pleasanton, California, for the latter to provide testing on DSA closeout projects for the **DSA Legacy Facilities Planning and Management Project** in the not-to-exceed amount of **\$2,872.00**, which includes a not-to-exceed amount of **\$261.00** for any additional services, with work scheduled to commence on **May 26, 2022**, and scheduled to last until **December 31, 2022**, pursuant to the Agreement.

**Discussion** Consultant will provide specialty trained services which does not require competitive bidding and the contract amount is under the threshold of \$99,100 (Public Contract Code §20111 (d), Government §53060.), and Public Contract Code §20111(a).

**LBP** (Local Business Participation Percentage) 00.00%

**Recommendation** Approval by the Board of Education of Materials Testing and Special Inspection Services Agreement by and between the **District** and **Construction Testing Services**, Pleasanton, California, for the latter to provide testing on DSA closeout projects for the **DSA Legacy Facilities Planning and Management Project** in the not-to-exceed amount of **\$2,872.00**, which includes a not-to-exceed amount of **\$261.00** for any additional services, with work scheduled to commence on **May 26, 2022**, and scheduled to last until **December 31, 2022**, pursuant to the Agreement.

**Fiscal Impact** Fund 21 Building Fund, Measure J

**Attachments**

- Agreement
- Scope of work
- Insurance Certificate



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

**Legislative File ID No.** 22-1109

**Department:** Facilities Planning and Management

**Vendor Name:** Construction Testing Services

**Project Name:** DSA Legacy Project

**Project No.:** 00918

**Contract Term:** Intended Start: 5-26-2022

Intended End: 12-31-2022

**Total Cost Over Contract Term:** \$2,872.00

**Approved by:** Tadashi Nakadegawa

**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?**

Consultant was chosen directly based on specially trained services and experience with similar projects they have provided in the past and is currently work for the District.

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

Consultant will provide labor to include testing only for DSA Project closeout, OT and provide NFPA Certificate of Completion. Quote is for Time & Material and OUSDE will be invoiced for actual time expended.

**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?

Based on expertise with this particular type of work, the District found that the Consultant performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

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 \$99,100 or less (as of 1/1/22)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- ☐ 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 \$99,100 (as of 1/1/22)
- ☐ 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:

- Consultant is providing testing services for DSA Close out projects for the District through the scope of their services, which are specially trained professional services that do not require competitive bidding.

**AGREEMENT FOR  
MATERIALS TESTING AND  
SPECIAL INSPECTION SERVICES**

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THIS AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES ("Agreement") is made and entered into effective May 26, 2022, by and between the **Oakland Unified School District**, a school district duly organized and existing under the laws of the State of California (the "District"), and **Construction Testing Services** (the "Consultant"), with respect to the following recitals:

- A. District proposes to undertake the construction of an improvement project which requires the services of a duly qualified and licensed materials testing and special inspection consultant.
- B. Consultant represents that Consultant is licensed to provide materials testing and special inspection services in the State of California and is specially qualified to provide the services required by the District in this Agreement.
- C. The parties have negotiated the terms pursuant to which Consultant will provide such services and reduce such terms to writing by this Agreement.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

- 1. **Retention of Consultant.** District retains Consultant to perform, and Consultant agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the materials testing and special inspection services specified in this Agreement. Consultant agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by materials testing and special inspection consultants specially qualified to provide the services required by the District.
- 2. **Description of Project.** The project concerning which such materials testing and special inspection services shall be provided ("the Project") is described as the following: To provide materials testing and special construction inspection services and a time and cost estimate for the DSA Legacy Project.
- 3. **Term; Basic Services.** The term for performance of the Basic and Additional Services ("Services") shall be the duration of the Project ("Term"), and Consultant shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of **December 31, 2022**, but may not be completed until later if delays in design or construction arise. Consultant's "Basic Services"

consist of construction inspection services and materials testing and special inspection services more specifically described in the attached *Exhibit B*.

In addition, as a part of its Basic Services, the Consultant shall assist the District in evaluating claims, disputes and other matters in question between the contractor and the District relating to Consultant's work, including but not limited to claims made against the District as a result of Consultant's alleged or claimed errors or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District.

Consultant shall confer and cooperate with District's other consultants. Consultant shall take precautions to minimize any damage due to Consultant's activities. Consultant shall be responsible and liable for any damage Consultant causes through its wrongful acts or omissions.

During the construction phase, Consultant shall visit the Project site when requested by District to observe conditions encountered by the contractor and to assess the progress and quality of contractor's work. Consultant shall participate in job site meetings as requested by District.

The Consultant must comply with the applicable requirements of the Division of State Architect Construction Oversight Process ("DSA Oversight Process"), including, but not limited to, (a) obtaining a copy of the DSA-approved construction documents and Statement of Structural Tests and Special Inspections (DSA form 103) from the Architect before the beginning of construction; (b) reporting all project related activities to the Inspector of Record. The Inspector of Record is responsible for monitoring the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed; (c) submitting applicable verified reports (DSA forms 291, 292, and 293) to DSA, Inspector of Record, Owner and Architect; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, the Inspector of Record, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

In the performance of the duties required by this Agreement, the Consultant exercises limited authority as defined in this Agreement. The Consultant shall not:

- a. Authorize deviations from the construction contract documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;
- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;

g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project; or

h. Interfere in contractor/subcontractor relationships.

If Consultant determines contractor is not meeting the requirements of Consultant's recommendations or the plans and specifications for such geotechnical work, Consultant shall immediately bring that information to District's attention.

Consultant shall retain all samples for **May 26, 2022 – December 31, 2022.**

For all Basic Services satisfactorily performed, compensation shall be as described in ***Exhibit A*** to this Agreement.

4. **Additional Services.** Any services not included in this Agreement but related to the Project shall be considered "Additional Services." Compensation for additional services shall be as described in ***Exhibit A*** to this Agreement. Consultant shall keep complete records showing all hours worked and all costs and charges incurred for Additional Services. District shall be given reasonable access to those records for audit purposes. Inspector may only provide Additional Services after authorized in writing by District.

5. **Payment.** Services satisfactorily performed shall be billed monthly via properly documented and submitted invoices. Invoices that are not disputed by District shall be paid within Thirty (30) days of District's receipt of the invoice. Consultant shall comply with any applicable prevailing wage law. Consultant shall not be reimbursed for any of its expenses; the parties agree that Consultant shall pay all of its expenses from its fees for Services.

6. **Insurance.** Consultant shall purchase and maintain insurance that will protect Consultant from the claims set forth below that may arise out of or result from the Consultant's performance of services or failure to perform services required by this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Consultant or (2) by any other person;
- e. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use therefrom; or

- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Consultant's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

Personal Injury:  
\$2,000,000 Each Occurrence  
\$4,000,000 Aggregate

Property Damage:  
\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate

**Comprehensive Automobile Liability**

Bodily Injury:  
\$1,000,000 Each Person  
\$1,000,000 Each Occurrence

Property Damage:  
\$1,000,000 Each Occurrence

Consultant shall also maintain errors and omissions insurance on an occurrence basis with limits of at least Two Million (\$2,000,000) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).

7. **Hazardous Materials.** In the event the District or Consultant becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project, or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.

8. **Compliance with Laws.** Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.

9. **Termination.**

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination.

b. This Agreement may also be terminated by either Party upon seven (7) days written notice should the other Party fail substantially to perform their duties or for any material breach under this Agreement.

c. In the event of termination, Consultant shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.



10. **Independent Contractor Status.** Consultant and any and all agents and employees of Consultant shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, Consultant shall maintain a professional working relationship with the District, the Contractor, the Inspector and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Consultant and the Architect, Inspector or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Consultant which does not otherwise exist.

11. **Indemnity.** Consultant shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Consultant's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

12. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes including, but not limited to, Federal and State income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the appropriate Federal and State tax authorities as required.

13. **Successors and Assigns.** The District and Consultant, respectively, bind themselves, their successors, assigns, and representatives to the other Party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other Party with respect to all terms of this Agreement. Neither District nor Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

14. **Notices.** All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the Party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Consultant: Construction Testing Services  
Attn: Ryan Ibanez  
2118 Rheem Drive  
Pleasanton, CA 94588

District: Oakland Unified School District  
Attn: Tadashi Nakadegawa  
955 High Street  
Oakland, California 94601

15. **Governing Law.** This Agreement shall be governed by 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.

16. **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.

17. **Amendment.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

18. **Compliance with Law.** While performing the services contemplated by this Agreement, Consultant agrees to comply with all applicable laws and regulations.

19. **Requests.** Consultant agrees to timely and properly complete all reports requested by the District or as required by law. In addition, Consultant agrees that District has a right to a copy of all reports and other records created or maintained by Consultant.

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

21. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. Consultant, by the execution of this Agreement, acknowledges that Consultant has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

23. **Warranty of Authority.** The persons signing 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.

24. **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.

25. **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.

26. Consultant shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

27. The following forms, attached to the proposal, are incorporated into the contract:

- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

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**CONSULTANT: CONSTRUCTION TESTING SERVICES**

Name: 

Title: Contract's Manager, Jason Roeder  
04/29/2022

**DISTRICT**

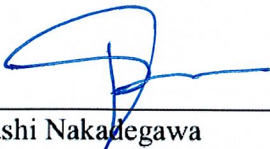
Oakland Unified School District

 5/26/2022

Gary Yee, President Date  
Board of Education

 5/26/2022

Kyla Johnson-Trammell, Superintendent Date  
and Secretary, Board of Education

  
\_\_\_\_\_  
Tadashi Nakadegawa  
Deputy Chief, Facilities Planning and Management

5/2/22

\_\_\_\_\_  
Date

**Approved As To Form:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel

4/29/22

\_\_\_\_\_  
Date

## ***EXHIBIT A***

### **Payments**

For the Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Consultant shall be compensated according to its hourly rate schedule (see attached Exhibit B).

For Basic Services, Consultant's total compensation shall not exceed **TWO THOUSAND SIX HUNDRED ELEVEN DOLLARS AND NO/100 (\$2,611.00)**, which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its March 28, 2022, fee estimate. Consultant acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

For Additional Services, Consultant's total contingency compensation shall not exceed **TWO HUNDRED SIXTY-ONE DOLLARS AND NO/100 (\$261.11)**. Consultant shall not be entitled to payment for Additional Services unless prior to performance of them Consultant was authorized by District in writing to perform them.

The total price under this Agreement for Basic and Additional Services shall not exceed **TWO THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS AND NO/100 (\$2,872.00)**.

Consultant shall perform all services required by this Agreement even if no more compensation is possible due to total compensation having reached a not-to-exceed amount.

**EXHIBIT B**

**Scope of Services**



**CONSTRUCTION  
TESTING SERVICES**

**PRELIMINARY ESTIMATE: INSPECTIONS & TESTING**

DATE: 03/28/22  
PROPOSAL No.: P21514  
CLIENT: OAKLAND UNIFIED SCHOOL DISTRICT  
PROJECT: HOWARD ELEMENTARY SCHOOL, A#61334  
LOCATION: OAKLAND, CA

**ITEM: I  
ONSITE TESTING & INSPECTIONS**

	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
<b>MISC FIELD TESTING SERVICES</b>				
EXPANSION ANCHOR - TORQUE TESTING (PORTAL TO PORTAL)	2	8	\$100	\$1,600
PORTAL TO PORTAL TRAVEL TIME - TEST EQUIPMENT TRANSPORT	2	1	\$100	\$200
PORTAL TO PORTAL MILEAGE - TEST EQUIPMENT TRANSPORT	2	50	\$0.585	\$59
<i>Preliminary Sub-Total of Onsite Testing &amp; Inspection (approx.)</i>				<b>\$1,859</b>

**ITEM: II  
LABORATORY TESTING & ENGINEERING**

	ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATED TOTAL
STAFF ENGINEER	0.5	\$125	\$63
FIELD SUPERVISION	0.5	\$125	\$63
PROJECT MANAGEMENT	0.5	\$125	\$63
PRINCIPAL ENGINEER	0.5	\$230	\$115
FINAL LETTER/ENGINEER REVIEW	1	\$200	\$200
FINAL LETTER/STAMPED SUBMITTAL		\$250	\$250
<i>Preliminary Subtotal of Laboratory Testing &amp; Engineering (approx.)</i>			<b>\$753</b>

<b>Preliminary Estimated Fees</b>		<b>\$2,611</b>
<b>Not-to-Exceed Amount for Additional Services</b>		<b>\$261</b>
<b>Preliminary Estimated Fees</b>		<b>\$2,872</b>

No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.

Estimate based on scope provided by Rubbia Khan dated, 3/24/22. Durations were included in e mail and available at the time this estimate was prepared. See attached fee schedule for basis of charges.

Estimate includes portal to portal travel time for equipment transport from laboratory.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2022

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).

<b>PRODUCER</b> CA LIC 0B29370 1-925-244-7700 Edgewood Partners Insurance Centers (EPIC) [San Ramon - Branch ID 14394] P. O. Box 5003  San Ramon, CA 94583  <b>INSURED</b> Construction Testing Services, Inc.  2118 Rheem Drive  Pleasanton, CA 94588	<b>CONTACT NAME:</b> Certificates Department <b>PHONE (A/C No. Ext):</b> 925-244-7700 <b>FAX (A/C No):</b> 925-901-0671 <b>E-MAIL ADDRESS:</b> EPICcerts@epicbrokers.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: HARTFORD FIRE IN CO</td> <td>19682</td> </tr> <tr> <td>INSURER B: HARTFORD UNDERWRITERS INS CO</td> <td>30104</td> </tr> <tr> <td>INSURER C: LIBERTY MUT FIRE INS CO</td> <td>23035</td> </tr> <tr> <td>INSURER D: CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HARTFORD FIRE IN CO	19682	INSURER B: HARTFORD UNDERWRITERS INS CO	30104	INSURER C: LIBERTY MUT FIRE INS CO	23035	INSURER D: CONTINENTAL CAS CO	20443	INSURER E:		INSURER F:	
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INSURER F:															

## COVERAGES

**CERTIFICATE NUMBER:** 65198949

**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	X	COMMERCIAL GENERAL LIABILITY		X	X	57UUNOL5054	08/01/21	08/01/22	EACH OCCURRENCE \$ 1,000,000				
		CLAIMS-MADE	X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000								
					MED EXP (Any one person) \$ 10,000								
					PERSONAL & ADV INJURY \$ 1,000,000								
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000								
		POLICY	X	PRO-JECT					LOC	PRODUCTS - COMP/OP AGG \$ 2,000,000			
		OTHER:									\$		
B	AUTOMOBILE LIABILITY			X	X	57UENOL5645	08/01/21	08/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	X	ANY AUTO			SCHEDULED AUTOS				BODILY INJURY (Per person) \$				
		ALL OWNED AUTOS			NON-OWNED AUTOS				BODILY INJURY (Per accident) \$				
	X	HIRED AUTOS		X					PROPERTY DAMAGE (Per accident) \$				
									\$				
		UMBRELLA LIAB			OCCUR				EACH OCCURRENCE \$				
		EXCESS LIAB			CLAIMS-MADE				AGGREGATE \$				
		DED		RETENTION \$	\$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N N	N / A	WC2Z91473159011	07/01/21	07/01/22	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
									E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Professional/Pollution					MCH591919731	08/01/21	08/01/22	Per Claim 1,000,000				
									Aggregate 2,000,000				

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

#18468 / JobP21514 / RE: OUSD / Howard Elementary School /

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District  955 High Street  Oakland, CA 94601  <div style="text-align: center;">USA</div>	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 <div style="text-align: center;"> </div>
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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	DSA Legacy Project	<b>Site</b>	918
<b>Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.</b>			
<b>Attachment Checklist</b>	<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		

### Contractor Information

<b>Contractor Name</b>	Construction Testing Services	<b>Agency's Contact</b>	Ryan E. Ibanez
<b>OUSD Vendor ID #</b>		<b>Title</b>	Account Executive
<b>Street Address</b>	2118 Rheem Drive	<b>City</b>	Pleasanton
<b>Telephone</b>	925-462-5151	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	22119		

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	5-26-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2022
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$2,872.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
9650/9884	Fund 21, Measure J	210-9650-0-9884-8500-6265-918-9180-9905-9999-2119	0000	\$2,872.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>			<b>Date Approved</b>	5/2/22
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	Lozano Smith, as to form only		<b>Date Approved</b>	4/29/22
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>			<b>Date Approved</b>	5/2/2022
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>			<b>Date Approved</b>	
5.	<b>President, Board of Education</b>				
	<b>Signature</b>			<b>Date Approved</b>	