


<b>Board Office Use: Legislative File Info.</b>	
File ID Number	22-0174
Introduction Date	2-23-2022
Enactment Number	22-0357
Enactment Date	2-23-2022 CJH



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

## Memo

**To** Board of Education

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

**Board Meeting Date** February 23, 2022

**Subject** Materials Testing and Special Inspection Services Agreement – Consolidated Engineering Laboratories – Claremont Middle School MPR and Kitchen 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 Consolidated Engineering Laboratories, San Ramon, California, for the latter to conduct material testing and special inspections to determine compliance with the design. Vendor will observe and test the quality performance of materials. Testing includes but is not limited to sampling of materials, concrete mix review, welding inspection, strength bolting inspection and post-installed anchor test for the Claremont Middle School MPR and Kitchen Project, in the not-to-exceed amount of **\$174,550.42**, which includes a contingency fee of **\$15,868.22** for any additional services, with work scheduled to commence on **February 24, 2022**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

**Discussion** Consultant was selected without competitive bidding because this consultant is providing specially trained material testing & special inspections services. (Public Contract Code §20111(d); Government §53060.)

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education of Materials Testing and Special Inspection Services Agreement by and between the District and Consolidated Engineering Laboratories, San Ramon, California, for the latter to conduct material testing and special inspections to determine compliance with the design. Vendor will observe and test the quality performance of materials. Testing includes but is not limited to sampling of materials, concrete mix review, welding inspection, strength bolting inspection and post-installed anchor test for the Claremont Middle School MPR and Kitchen Project, in the not-to-exceed amount of **\$174,550.42**, which includes a contingency fee of **\$15,868.22** for any additional services, with work scheduled to commence on **February 24, 2022**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

**Fiscal Impact**

Fund 21, Measure Y

**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.** 22-0174

**Department:** Facilities Planning and Management

**Vendor Name:** Consolidated Engineering Laboratories

**Project Name:** Claremont Middle School MPR and Kitchen Project **Project No.:** 15127

**Contract Term:** Intended Start: 2-24-2022 Intended End: 10-31-2023

**Total Cost Over Contract Term:** \$174,550.42

**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?**

Consolidated Engineering Laboratories was selected through RFP process based on scores, demonstrated competence, professional qualifications, specially trained services, and experience of materials testing services work previously done for the District. Given the Consultant’s experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified at the most reasonable price.

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

The vendor will conduct material testing and special inspections to determine compliance with the design. Vendor will observe and test the quality performance of materials. Testing includes but is not limited to sampling of materials, concrete mix review, welding inspection, strength bolting inspection and post-installed anchor test.

**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?

Consultant has done and is currently working for the District. Based on their experience and expertise with this particular type of work, the district found that the Consultant performed work quickly, accurately, 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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 specially trained materials testing and special inspection services for the District.

**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 **February 24, 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 **Consolidated Engineering Laboratories** (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: Claremont MPR & Kitchen 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 the performance of the Services under this Agreement. The Project is expected to be complete as of October 31, 2023, 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 February 24, 2022 – October 31, 2023.

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:	Property Damage:
\$2,000,000 Each Occurrence	\$1,000,000 Each Occurrence
\$4,000,000 Aggregate	\$2,000,000 Aggregate

**Comprehensive Automobile Liability**

Bodily Injury:	Property Damage:
\$2,000,000 Each Person	\$2,000,000 Each Occurrence
\$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: Consolidated Engineering Laboratories  
Attn: Rob Morse  
534 23rd Avenue  
Oakland, CA 94606

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**

**CONSOLIDATED ENGINEERING CONSULTANTS**

Name: Rob Morse *R. Morse*

Title: Senior Vice President

**DISTRICT**

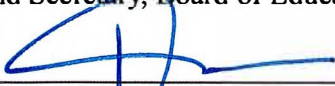
Oakland Unified School District

*G. Yee* 2-24-2022  
Gary Yee, President, Board of Education      Date



2-24-2022

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



1/28/2022

Tadashi Nakadegawa  
Deputy Chief, Facilities Planning and Management

**Approved As To Form:**



1/27/22

OUSD Facilities Legal Counsel

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).

For Basic Services, Consultant's total compensation shall not exceed ONE HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS AND 20/100 (\$158,682.20), which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its December 15, 2021, fee estimate.

For Additional Services, Consultant's total contingency compensation shall not exceed FIFTEEN THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS AND 22/100 (\$15,868.22). 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 ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 42/100 (\$174,550.42).

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.

## 2 | PROFESSIONAL FEES

### Claremont MS New Multi-Purpose Building & Kitchen 01-119337

DESCRIPTION	QUANTITY	RATE	TOTAL
Concrete Mix Design Review	5.00	\$ 200.00	\$ 1,000.00
Reinforcing Steel Placement (by the IOR)	-	\$ 90.00	\$ -
Concrete Placement (by the IOR)	-	\$ 90.00	\$ -
Sampling & Tagging Reinforcing Steel	60.00	\$ 72.00	\$ 4,320.00
Rebar Tensile & Bend Tests	45.00	\$ 72.00	\$ 3,240.00
Batch Plant Inspections (continuous)	84.00	\$ 72.00	\$ 6,048.00
ACI Concrete Sampling Technician	92.00	\$ 72.00	\$ 6,624.00
Concrete Compression Tests	100.00	\$ 72.00	\$ 7,200.00
Sample Pickups (per trip)	15.00	\$ 18.00	\$ 270.00
WPS Review	3.00	\$ 200.00	\$ 600.00
Shop Fabrication Inspections & Material ID (8 weeks)	320.00	\$ 90.00	\$ 28,800.00
High Strength Bolt Assembly Tests	24.00	\$ 256.00	\$ 6,144.00
Test Anchor Bolts & Rods Not Readily Identifiable	4.00	\$ 256.00	\$ 1,024.00
Field Welding & High Strength Bolting Inspections (10 weeks)	400.00	\$ 90.00	\$ 36,000.00
WPS Review	3.00	\$ 200.00	\$ 600.00
Misc Steel Shop Fabrication Inspection	40.00	\$ 90.00	\$ 3,600.00
Misc Steel Field Welding Inspection	60.00	\$ 90.00	\$ 5,400.00
Non-Shrink Grout Placement	36.00	\$ 72.00	\$ 2,592.00
Non-Shrink Grout Compression Tests	24.00	\$ 42.00	\$ 1,008.00
Sample Pickups (per trip)	8.00	\$ 18.00	\$ 144.00
Post-Installed Anchors Inspection	60.00	\$ 72.00	\$ 4,320.00
Post-Installed Anchors Proofloading	68.00	\$ 72.00	\$ 4,896.00
Glued-laminated Timber (remote location)	120.00	\$ 150.00	\$ 18,000.00
15% markup for reimbursable services (TPI)	1.00	15%	\$ 2,700.00
Final forms 291 (each)	7.00	\$ 150.00	\$ 1,050.00
Project Engineering and Management	1.00	9%	\$ 13,102.20
10% Contingency Fee per RFP	1.00	10%	\$ 15,868.22
<b>TOTAL</b>			<b>\$ 174,550.42</b>

**EXHIBIT B**

**Scope of Services**



December 15, 2021



EXHIBIT B

Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street, Oakland, CA 94601  
ATTN: Tadashi Nakadegawa, Deputy Chief

**SUBJECT: Proposal for Material Testing and Special Inspection Services for  
Claremont Middle School Multi-Purpose Building with Kitchen  
CEL Proposal No. 10-61362PW**

Dear Mr. Nakadegawa:

Quality Assurance Engineering, Inc., doing business as Consolidated Engineering Laboratories (CEL) is enthusiastic to respond to your request for proposal to provide material testing and special inspection services for the Oakland Unified School District and the Claremont Middle School Multi-Purpose Building with Kitchen.

With approximately **25% of our work being performed on DSA K-12 projects**, we are experts at understanding the requirements of both DSA and CGS. We also understand that the District relies on consultants to provide cost effective and creative solutions to extend your facilities and learning dollars. CEL personnel are experts at providing special inspection and material testing services for similarly small and large school districts within Northern California including:

- [Hayward Unified School District](#)
- [Fremont Unified School District](#)
- [Fremont Union High School District](#)
- [Mt. Diablo Unified School District](#)
- [San Francisco Unified School District](#)
- [Pittsburg Unified School District](#)
- [Oakland Unified School District](#)
- [San Juan Unified School District](#)

**Mr. William K. Cale, Jr.** will serve as proposed Senior Project Manager for the project. He will be your **main point of contact** regarding contract negotiations. He can be reached at [bcale@ce-labs.com](mailto:bcale@ce-labs.com) and at 925.314.7153. He will serve as your day-to-day contact during the duration of the proposed projects. Mr. Cale has over 20 years of experience in the construction and testing industry and has managed numerous K-12 projects throughout Northern California. His enthusiasm, good judgment and dependability have made him and the projects he has been involved in very successful. In addition, Mr. Charlie Brice, President/CEO, [cbrice@ce-labs.com](mailto:cbrice@ce-labs.com), and Mr. Robert Morse, Senior Vice President, [rmorse@ce-labs.com](mailto:rmorse@ce-labs.com), are available for contract negotiations and evaluations. Mr. Greg LeRoy, P.E., will act as the Reviewing Engineer and Mr. Clifford Lowe is CEL's Field Supervisor. CEL is a Certified LBE with the City of Oakland, Certification #1419, with our office and laboratory located at 534 23rd Avenue in Oakland.

CEL has received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. CEL has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, CEL has no objections to the use of the Agreement.

CEL certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

We thank you for the opportunity to provide our proposal to the District and look forward to discussing your needs in person.

Very Respectfully,  
**CONSOLIDATED ENGINEERING LABORATORIES (CEL)**

  
Charlie Brice  
President/CEO

  
Robert W. Morse  
Senior Vice President

  
William K. Cale, Jr.  
Senior Project Manager

CB/RWM/WKC/clr

cc: [juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org); [kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org); [colland.jang@ousd.org](mailto:colland.jang@ousd.org)

534 23rd Avenue | Oakland, CA 94606 | p. 510.436.7626 | f. 510.436.7699

[www.ce-labs.com](http://www.ce-labs.com)

### THOUGHTFUL ASSUMPTIONS AND CLARIFICATIONS

- This is a time and materials budget estimate proposal.
- No overtime or shift differential time has been included in this proposal.
- All steel to be fabricated in a Northern California facility running a single shift during regular business hours. The fabricator is unknown at this time. Through our trusted network, CEL can most-often cover remote locations without any additional cost (travel, mileage, subsistence, etc.)
- All soils observation and testing by the geotechnical engineer of record.
- Glu-lam inspections are remote (Pacific Northwest) and covered by Timber Products Inspection, Inc. Their invoice will be attached to ours and marked up 15% accordingly.

## 2 | PROFESSIONAL FEES

BASIS OF CHARGES: The proposed unit rates will be in effect through December 31, 2022. Thereafter, the unit rates are subject to an annual increase of five and one-half percent (5.5%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day	Time and One-Half
Work over 12 Hours, Monday through Friday	Double Time
Work on Saturdays	Time and One-Half
Work over 8 Hours on Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$12.50 per Hour
Work from 0-2 Hours	2-Hour Minimum Billing
Work from 2-4 Hours	4-Hour Minimum Billing
Work from 4-6 Hours	6-Hour Minimum Billing
Work from 6-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Same-Day Service Call Requests	\$200.00/each
Sample Pick-Up	\$18.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Technician with a Nuclear Gauge	Portal-to-Portal
DSA Form 291	\$150.00/each
Final Affidavit (per permit number)	
(request six working days advanced notice)	\$400.00
Extra Copies (over four per issue date) of Inspection Reports	
and Final Affidavit	\$20.00/each
Project Engineering and Management	9% of Fees
Credit Card Payment of Fees	2.5% Premium
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.60/Mile
Per-Diem, including lodging	\$120.00/Day

### **REINFORCED CONCRETE**

#### **Mix Review**

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

#### **Sample, Tag and Test Reinforcing Steel**

Prior to fabrication of the steel, we will make a visit to the reinforcing steel supplier and collect mill certificates and sample reinforcing steel from the unbroken bundles. Testing will be as per American Society for Testing and Materials (ASTM) A615. Once the steel is ready for shipment, we will make another trip to the supplier and inspect to determine the steel has identical heat numbers to that already tested, and tag the steel so that it may be shipped to the job site.

#### **Batch Plant Inspection**

Our inspector will periodically check for batch weights, moisture content of aggregates, proper use of admixtures, and batching procedures.

#### **Reinforcing Steel Placement**

Will be performed by the Inspector of Record (IOR).

#### **Concrete Placement**

Will be performed by the IOR.

#### **Concrete Sampling**

Our inspector will be on-site to perform casting of (4x8) concrete cylinders for compression testing at a frequency of five cylinders for every 50 cubic yards placed.

#### **Concrete Compression Testing**

We will transport all samples to our laboratory for compression testing in strict accordance with ASTM requirements. Compression test reports will be distributed to the appropriate parties.

### **STRUCTURAL STEEL**

#### **Shop Inspection**

- Review of welding procedure specifications;
- Material identification and mill certificate review;
- Observe the utilization of certified welders and approved welding procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Nondestructive testing of moment welds and column splices;
- Confirm approximate preheat temperature;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

#### **Field Inspection**

- Observe the utilization of certified welders and approved procedures;
- Confirm approximate preheat temperature;
- Nondestructive testing of moment welds and column splices;
- Inspect to determine and observe proper installation and tightening of high strength bolts;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

#### **Metal Deck|Shear Studs**

Intermittent visual inspection will be conducted for metal deck and shear stud welding.

#### **High Strength Bolting**

Prior to installation, our inspector will confirm that fastener components are properly stored. Our inspector will perform pre-installation verification testing daily where applicable to confirm the suitability of the completed fastener assembly and confirm the procedure and proper use by the bolting crew of the pretensioning method to be used. A representative sample of not fewer than three complete fastener assemblies of each combination of diameter, length, grade and lot to be used shall be checked to confirm the proper pretension is achieved. Our inspector will then observe the pretensioning methods used are in accordance with the specifications and that joints are brought to a snug tight condition and then tightened systematically from the most rigid part of the joint. Our inspector will document the testing and observations performed and locations of accepted and rejected connections.

#### **Laboratory Testing of High Strength Bolt Assemblies (ASTM A325|A490)**

We will sample a set of three (3) high strength bolt assemblies per size, lot and heat number from sealed kegs at the supplier or steel fabrication plant. We will perform proofload, ultimate and hardness tests on the assemblies in our laboratory.

### **MISCELLANEOUS STEEL WELDING**

#### **Shop Inspection**

- Material identification and mill certificate review;
- Pre-qualification of welders and procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, full penetration welds, and reinforcing steel welding.

### **Field Inspection**

- Pre-qualification of welders and procedures;
- Visual inspection of all welds;
- Torque testing of high-strength bolts using a calibrated torque wrench;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of reinforcing steel welds, multi-pass fillet welds, and full penetration welds.

### **NON-SHRINK GROUT**

#### **Non-Shrink Grout Placement**

- During the pours, our inspector will periodically monitor the placement. Our inspector will be performing the following duties:
- Determine the adequacy of placement and vibratory equipment;
- Observe proper delivery rate of non-shrink grout and monitor batch times;
- Observe that the correct mix is being utilized;
- Record temperature of air and concrete;
- Cast cubes for compression tests at the specified frequency.

### **Compression Testing**

We will transport all samples to our laboratory for testing in strict accordance with the American Society for Testing and Materials (ASTM) requirements. Reports of compression tests will be distributed to the appropriate parties.

### **POST-INSTALLED ANCHORS**

As required, we will perform visual examination of anchor placement to determine if post-installed anchor holes are clean, of the proper depth and diameter, and installed as specified by the manufacturer. In addition, we will perform proofload/torque testing of the anchors at the percentage defined by the plans and specifications.

NOTE: These estimates assume that adequate access will be provided for performing the work at maximum production, i.e., scaffolding. Should any anchor fail, additional tests will be required per plans.

### **GLU-LAM FABRICATION**

Our inspectors will perform the following inspection services:

- Inspect to determine that the proposed lumber grades, adhesive and end-joint details meet with code requirements;
- Determine that materials with lumber-grade marks are being used;

- Measure moisture content of lumber and observe compliance with acceptance range specified;
- Determination of preservative treatment requirements;
- Inspection of gluing and curing;
- Inspection of lamination for glue spread and skips;
- Observe and record finishing procedures;
- Submit written progress reports describing the tests and inspections made and documentation of the action taken to correct non-conforming work.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/14/2022

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 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).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Consolidated Engineering Laboratories 2001 Crow Canyon Road, Suite 200 San Ramon CA 94583 USA	INSURER A: Zurich American Ins Co		16535
	INSURER B: Steadfast Insurance Company		26387
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier : Z

**COVERAGES**      **CERTIFICATE NUMBER:** 570091301213      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GPL021708506	11/13/2021	11/13/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$6,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0217109-06	11/13/2021	11/13/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			SXS021707706	11/13/2021	11/13/2022	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC021711106 AOS WC730665100 WI	11/13/2021	11/13/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A					11/13/2021	11/13/2022	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	E&O-PL-Primary			GPL021708506 CLAIMS MADE	11/13/2021	11/13/2022	Each Incident	\$2,000,000
							Aggregate	\$6,000,000

Certificate No : 570091301213

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

RE: CEL No. 10-61362PW, Claremont Middle School MPR & Kitchen Project, Agreement for Materials Testing and Special Inspection Services, Agreement Date: February 24, 2022. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provision. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Liability and workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date

**CERTIFICATE HOLDER****CANCELLATION**

oakland Unified School District 955 High Street oakland CA 94601 USA	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  



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Claremont Middle School MPR and Kitchen Project	<b>Site</b>	201

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

Contractor Information							
Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	Corey Dare				
OUSD Vendor ID #	001171	Title	Project Manager				
Street Address	534 23rd Avenue	City	Oakland	State	CA	Zip	94606
Telephone	925-314-7123	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 #	15127						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	2-24-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-31-2023
		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)	\$174,550.42
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
9650/9670	Fund 21, Measure Y	210-9655-0-9670-8500-6265-201-9180-9906-9999-15127	6265	\$174,550.42

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>	Phone	510-535-7038	Fax 510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>			
	Signature	Date Approved	1/28/2022	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	Signature  Lozano Smith, as to form only	Date Approved	1/27/22	
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	Signature	Date Approved	1/28/2022	
4.	<b>Chief Financial Officer</b>			
	Signature	Date Approved		
5.	<b>President, Board of Education</b>			
	Signature  Gary Yee	Date Approved	2-24-2022	