

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-1714
Introduction Date	9-23-2014
Enactment Number	14-1691
Enactment Date	9-23-14



# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Mia Settles-Tidwell, Chief Operations Officer  
 Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** September 23, 2014

**Subject** Amendment No. 1, Independent Contractor Agreement - Consolidated Engineering Laboratories- Maxwell Park Retaining Wall Replacement Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement with Consolidated Engineering Laboratories for Testing Services on behalf of the District at Maxwell Park Retaining Wall Replacement Project, in an amount not-to exceed \$3,950.00 increasing previous contract amount from \$3,448.00 to a not to exceed amount of \$7,398.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The landfills that soils need to be dump at want verification that there aren't any hazardous materials in the soil resulting in many tests for different materials.

**Local Business Participation Percentage** 100.00%

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

implementation of the Facilities Master Plan is our first step in that direction.

**Recommendation**

Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement with Consolidated Engineering Laboratories for Testing Services on behalf of the District at Maxwell Park Retaining Wall Replacement Project, in an amount not-to exceed \$3,950.00 increasing previous contract amount from \$3,448.00 to a not to exceed amount of \$7,398.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Deferred Maintenance

**Attachments**

- Independent Contractors Agreement including scope of work
- Updated Certificate of Insurance



File ID Number: 14-1714  
 Introduction Date: 9-23-14  
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 Enactment Date: 9-23-14  
 Rv:

**AMENDMENT NO. 1 TO INDEPENDENT  
CONSULTANT CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Consolidated Engineering Laboratories. OUSD entered into an Agreement with CONTRACTOR for services on December 11, 2013, and the parties agree to amend that Agreement as follows:

1.	<b>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> .
<p><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. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide sampling of stock piled excavated soil from excavation for hazardous materials.</u></p>			
2.	<b>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> .
<p><b>If term is changed:</b> The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$3,950.00 to original contract amount</u></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>			
<p>and the new contract total is <b>Seven thousand, three hundred ninety-eight dollars and no cents (\$7,398.00)</b></p>			

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.

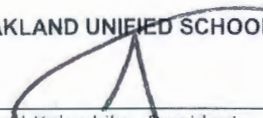
5. **Amendment History:**

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

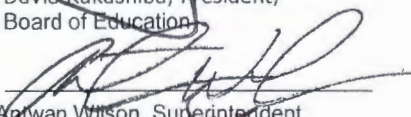
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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

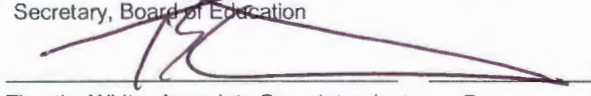
OAKLAND UNIFIED SCHOOL DISTRICT

  
 David Kakashiba, President,  
 Board of Education

9/24/14  
 Date


  
 Antwan Wilson, Superintendent  
 Secretary, Board of Education

9/24/14  
 Date

  
 Timothy White, Associate Superintendent  
 Facilities, Planning and Management

Date

CONTRACTOR

  
 Contractor Signature

August 5, 2014  
 Date

Eric J. Swenson, Principal Geotechnical Engineer  
 Print Name, Title

**EXHIBIT "A" Scope of Work**

**Contractor Name: Consolidated Engineering Laboratories**

**Billing Rate: Three thousand, nine hundred and fifty dollars and no cents (\$3,950.00)**

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

The scope of the project is to provide sampling of stock piled excavated soil from excavation for hazardous materials.

**2. Specific Outcomes:**

Create equitable opportunities for learning and provide accountability for quality.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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

*Susie Butler-Berkley 8-18-2014*  
**Susie Butler-Berkley**  
**Contract Analyst**



**CONSOLIDATED ENGINEERING  
LABORATORIES**

June 23, 2014

**EXHIBIT A**

Mr. John Esposito  
Oakland Unified School District  
Division of Facilities, Planning & Management  
955 High Street  
Oakland, California 94601

Subject: **Change Order Request for Analytical Sampling and Testing of Soil**  
OUSD Maxwell Park Elementary School  
4730 Fleming Avenue, Oakland, California 94619  
CEL Project No. 84-03247-PW (Bill with CEL #10-28015-PW)

Dear Mr. Esposito:

**Consolidated Engineering Laboratories (CEL)** is providing this change order request to the existing contract under CEL Project #10-28015-PW for analytical sampling and testing of soil at the subject site in Oakland, California. At your request, we have performed analytical soil sampling and testing on excavated soils at the site on January 3, 2014. The soil was stockpiled and ready for hand collection.

We obtained two composite samples from the stockpile generated from excavations at this site. The samples were labeled and stored on ice. The samples were transported to a California Licensed Analytical Laboratory and proper Chain-of-Custody procedures were followed. The soil samples were tested for the presence of CAM 17 Metals (EPA 6010B), TPH gasoline with BTEX and MTBE (EPA 8260), TPH diesel and motor oil (EPA 8015), PCBs and Pesticides (EPA 8081 and 8082), Volatile Organic Compounds (EPA 8260), and Semi-Volatile Organic Compounds (EPA 8270). We have been requested to provide the results on a **24-hour rush**. Additional TCLP and STLC extraction on Lead was requested on January 20, 2014 and verbal results were provided.

A letter report providing the results of the tests was provided. Our services did not include remediation consultation, however we provided a table with comparisons to the Regional Water Quality Control Board environmental screening limits for soils less than three meters below ground surface where groundwater is not potential drinking water. We note that receiving bodies make the ultimate decision to accept the soil and they may require additional testing or sampling based on their own acceptance criteria. CEL has proposed the battery of testing on recent experiences in the general area. CEL was not provided a list of required tests or quantity of sampling requirements.

The costs to perform these services would be performed on a lump sum basis in accordance with the following:

<b>Option 1 – 24-Hour Rush Turnaround</b>	
Sampling and Reporting	<b>\$ 800.00</b>
Analytical Base Testing (Cam 17 Metals, TPH g, d, mo, VOC, SVOC, Pesticides, PCB) \$1,400/base X 2 samples	<b>\$2,800.00</b>
STLC extraction, \$150/sample extraction + \$25/metal testing fee (1 metal tested, 3-day rush)	<b>\$ 175.00</b>
TCLP extraction, \$150/sample extraction + \$25/metal testing fee (1 metal tested, 3-day rush)	<b>\$ 175.00</b>
TOTAL	<b>\$3,950.00</b>



**CONSOLIDATED ENGINEERING  
LABORATORIES**

If this request for a change order is acceptable, please sign the space below and return to us. A faxed or emailed copy will be sufficient. If you have any questions, please contact the undersigned at (925) 314-7100, [ej@ce-labs.com](mailto:ej@ce-labs.com).

Sincerely,  
**CONSOLIDATED ENGINEERING LABORATORIES**

Daniel C. Eng  
Staff Engineer

Eric J. Swenson, GE, CEG  
Principal Geotechnical Engineer

Distribution: PDF to Addressee, [john.esposito@consultant.ousd.k12.ca.us](mailto:john.esposito@consultant.ousd.k12.ca.us)

DCE\EJS:pmf

R:\Geotech Projects by Number\3200-3299\84-03247-PW OUSD Maxwell Park ES (10-28015-PW)\84-03247-PW Change Order Request.doc

***Change Order Request Accepted:***

**Client: Oakland Unified School District**

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Signature

Date

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Print Name



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/05/2014

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> <b>Butwin Insurance Group</b> Suite 414 60 Cutter Mill Road Great Neck, NY 11021-3104 Richard S. Butwin	<b>CONTACT NAME:</b> Ellen Begun <b>PHONE (A/C, No, Ext):</b> 516-466-4200 <b>E-MAIL ADDRESS:</b> ellen@butwin.com <b>FAX (A/C, No):</b> 516-466-4213
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> <b>Quality Assurance Engineering</b> <b>dba Consolidated Engineering</b> <b>Laboratories</b> 2001 Crow Canyon Road #100 San Ramon, CA 94583	<b>INSURER A:</b> National Union Fire Ins. Co. <b>NAIC #</b> 19445
	<b>INSURER B:</b> Admiral Insurance Company <b>24856</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL/INSR	SUBR/INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	7133088	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	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						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	3500812	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			BE031731077	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X 036332881	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab Retro Date 9/1/85			EO00004162-05	07/01/2014	07/01/2015	Each Occ 2,000,000 Gen Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Maxwell Park Retaining Wall Replacement. CEL No. 10-28015PW  
Oakland Unified School District and its directors, officers, employees, agents and representatives is an additional insured on primary and non contributory basis. There is a Waiver of Subrogation on the indicated policies

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
OAKLUSD	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland Unified School District 955 High Street Oakland, CA 94601	AUTHORIZED REPRESENTATIVE 

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 07/01/2014 forms a part of Policy No. 036332881

By National Union Fire Ins. Co.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

Any party requesting this Endorsement, as per written contract with the named insured





## AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

### Project Information

<b>Project Name</b>	Maxwell Park Retaining Wall Replacement	<b>Site</b>	139
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### Basic Directions

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

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

Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	Daniel C. Eng		
OUSD Vendor ID #	Z023870	Title	Project Manager		
Street Address	534-23 <sup>rd</sup> Avenue	City	Oakland	State	CA Zip 94583
Telephone	925-314-7100	Policy Expires	7-1-2015		
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 #	13113 (PR1406)				

### Term

Date Work Will Begin	12-31-2013	Date Work Will End By (not more than 5 years from start date)	12-31-2014
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$7,398.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$3,950.00
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
1414	Deferred Maintenance	1399092803	6265	\$3,950.00

### 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>Director, Building and Grounds</b>	Signature		Date Approved	8-5-14	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	Signature		Date Approved	8.20.14	
3.	<b>Associate Superintendent, Facilities Planning and Management</b>	Signature		Date Approved	8.20.14	
4.	<b>Chief Operations Officer</b>	Signature		Date Approved	8/29/14	
5.	<b>President, Board of Education</b>	Signature		Date Approved		

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	13-2737
Committee	Facilities
Introduction Date	12-11-2013
Enactment Number	13-2571
Enactment Date	12/11/13 <i>aj</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

## Memo

**To** Board of Education

**From** Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education  
By: Vernon Hal, Deputy Superintendent  
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** December 11, 2013

**Subject** Independent Consultant Agreement for Professional Services - Consolidated Engineering Laboratories - Maxwell Park Retaining Wall Replacement Project

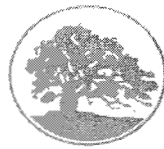
**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Consolidated Engineering Laboratories for Inspection Services on behalf of the District at the Maxwell Park Retaining Wall Replacement Project, in an amount not-to exceed \$3,448.00. The term of this Agreement shall commence on December 11, 2013 and shall conclude no later than December 11, 2014.

**Background** Required inspections and testing to verify proper installation of work.

**Local Business Participation Percentage** 0.00% (Sole Source)

**Strategic Alignment** Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms.



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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

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

## **Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Consolidated Engineering Laboratories for Inspection Services on behalf of the District at the Maxwell Park Retaining Wall Replacement Project, in an amount not-to exceed \$3,448.00. The term of this Agreement shall commence on December 11, 2013 and shall conclude no later than December 11, 2014.

## **Fiscal Impact**

Deferred Maintenance

## **Attachments**

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

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Maxwell Park Retaining Wall Replacement Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7<sup>th</sup> day of November, 2013 by and between the Oakland Unified School District, Oakland, California ("District") and Consolidated Engineering Laboratories ("Consultant") of the following address:

100A - The REAGHTON Foundation, 10000 Lakeside Blvd.

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

The scope of services will be specifically indicated on **Exhibit "A."**

1.1 - The REAGHTON Foundation, located on the following project(s) / site(s): [ ] Any other:

The Consultant shall provide a written report and contracts and include any applicable field notes.

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

This period shall commence December 11, 2013 and conclude no later than December 31, 2014.

**Submittal of Documents** - The Consultant shall submit all documents and reports to the District and shall be deemed to have accepted the District's review and approval of the documents and reports. The Consultant shall be responsible for obtaining all required permits and fees.

1.2 - The Consultant shall provide the following:  
1.2.1 - All documents shall be submitted to the District.  
1.2.2 - All documents shall be submitted to the District.

**Compensation** - The Consultant shall be compensated for Consultant Services on all fees on an hourly basis as set forth in the schedule provided in **Exhibit "B"** (Price for Services). The Consultant shall be responsible for providing the monthly payment to the District in the amount of Three thousand, four hundred and forty-eight dollars, and no cents (\$3,448.00) per month, starting on the first day of the month of December 2013.

The Consultant shall be responsible for providing the District with a copy of the Consultant's financial statements for the year ending on December 31, 2013, and for the year ending on December 31, 2014, and for the year ending on December 31, 2015, and for the year ending on December 31, 2016, and for the year ending on December 31, 2017, and for the year ending on December 31, 2018, and for the year ending on December 31, 2019, and for the year ending on December 31, 2020, and for the year ending on December 31, 2021, and for the year ending on December 31, 2022, and for the year ending on December 31, 2023, and for the year ending on December 31, 2024, and for the year ending on December 31, 2025, and for the year ending on December 31, 2026, and for the year ending on December 31, 2027, and for the year ending on December 31, 2028, and for the year ending on December 31, 2029, and for the year ending on December 31, 2030.

- 4. **Expenses** – District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: *Not applicable.*
- 5. **Independent Contractor** – Consultant in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venturer of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to, State Unemployment Compensation or workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. District being interested only in the results obtained.
- 6. **Materials** – Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: *Not applicable.*

**Performance of Services.**

- 1. **Standard of Care** – Consultant agrees to not Consultant has the qualifications and ability to perform the Services as a professional planner, without the approval or supervision of District. Consultant's services will be performed, findings, opinions, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 2. **Meetings** – Consultant and District agrees to participate in regular meetings on a bi-monthly basis to discuss strategies, instability, implementations of services and other administrative and financial issues. The agenda of Consultant's performance of Services.
- 3. **District Approval** – The consultant shall obtain written approval of the District and shall be subject to the District's right of review, inspection, and approval of all work products and deliverables.
- 4. **Flow Project Approval** – Consultant shall have the right to obtain approval of the District. Consultant shall obtain the approval of the District prior to the commencement of a new project.
- 5. **Originality of Services** – Except as provided herein, Consultant agrees that all work products, materials, reports, opinions, findings, written, verbal, electronic, computerized and other deliverables and information prepared for or submitted to the District by Consultant shall be original and shall be the property of the District. Consultant shall not use any work product, materials, reports, opinions, findings, written, verbal, electronic, computerized and other deliverables or information prepared for or submitted to the District by Consultant for any other project or purpose without the written consent of the District.
- 6. **Assignment/Trademark/Patent** – Consultant shall not assign, transfer, license, or otherwise dispose of any part of its interest in this Agreement or the Services to any third party without the written consent of the District. Consultant shall not use any trademark, service mark, or patent of any third party without the written consent of the District.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audits, during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. Termination

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice, with prior to terminate for cause. Cause shall include:

- 12.3.1. Material violation of this Agreement by the Consultant; or
- 12.3.2. Lawsuit by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed for assets of Consultant's insolvency.

Notice given by District shall contain the reasons for such intention to terminate and shall be given thirty (30) calendar days after that notice the condition or violation shall exist. Remedial arrangements for the correction thereof be made. This Agreement shall terminate upon expiration of the three (3) calendar days (cause and terminate). In the event remedial arrangements, the District may acquire the required services from another contractor. If the expense, fees, and/or costs to the District exceeds the cost of performance under this Agreement, the Consultant shall immediately pay the excess cost of the fees, and/or cost to the District upon the receipt of the District's invoice for the excess fees and/or costs. The foregoing provisions shall constitute a full and complete agreement and arrangements as provided herein.

- 12.4. **Termination.** Upon termination or expiration period, the Consultant shall, within thirty (30) days of termination, provide a final report and status of the District's account and satisfaction of all obligations. Consultant shall be responsible for all charges and bills due to the District, including but not limited to, all bills, invoices, and other payments due to the District, and shall be responsible for all bills, invoices, and other payments due to the District, and shall be responsible for all bills, invoices, and other payments due to the District.

Arise to the extent for any of the above arise out of, pertain to, or relate to the negligence, malfeasance, errors, omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, or in connection with, the performance of the Services, the Project, or this Agreement, and shall not include the payment of any consequential damages.

**1. Insurance**

1.1 The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below:

1.1.1 **Commercial General Liability and Automobile Liability Insurance** - Commercial General Liability Insurance and Any Auto/Automobile Liability Insurance shall protect the Consultant, the District, and the State from all forms of loss, injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the Agency).

1.1.2 **Workers' Compensation and Employers' Liability Insurance** - Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 7700 of the California Labor Code, the Consultant shall be required to maintain workers' compensation coverage for its employees. If any class of employees or employees engaged in performing any part of the Services under this Agreement are not covered under the Workers' Compensation Statute, appropriate insurance coverage for the protection of and employees (not otherwise provided) must be obtained before any of those employee(s) commence performing any portion of the Services.

1.1.3 **Professional Liability (Errors and Omissions)** - Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> (including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments)	
General Liability	\$1,000,000
Automobile Liability - Any Auto	\$1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Bodily Injury	\$1,000,000
General Liability	\$1,000,000
<b>Professional Liability</b>	\$1,000,000
<b>Workers Compensation</b>	As Applicable Under
<b>Employer's Liability</b>	\$1,000,000

Method of Coverage of Insurance: The Consultant shall obtain and maintain all insurance coverage required by this Agreement from a licensed insurance carrier in California. The Consultant shall provide evidence of coverage to the Agency and the District upon request. The Consultant shall be responsible for the cost of all insurance coverage required by this Agreement.

IN WITNESS WHEREOF, the Consultant has hereunto set its hand and seal, and the undersigned authority, this 15th day of August, 2017.

District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular the amount paid, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **Acceptability of Insurers** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII (unless a lower rating is acceptable to the District).

15. **Assignment** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by the Contract is in violation of any such laws, ordinance, rule or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinance, rule or regulations, without first notifying the District of the violation, Consultant shall bear all costs and is an independent contractor.

17. **Certificates/Permits/Licenses** Consultant and its consultants, employees or agents shall secure, maintain and renew all certificates, permits, licenses and other documents required by law in connection with the performance of the Work under this Agreement.

18. **Employment with Public Agency** Consultant, if an employee of another public agency, shall not be a consultant and shall not receive salary or other compensation from a public pay, as an employee of another public agency, for the actual time and effort expended, or actually being expended, pursuant to this Agreement.

19. **Anti-Discrimination** It is the policy of the District to treat all employees with all work performed and not to discriminate on the basis of race, sex, religion, age, marital status, physical disability, sexual orientation, national origin, ancestry, or other characteristics. The District does not discriminate in its employment practices, including but not limited to recruitment, hiring, promotion, assignment, compensation, benefits, and termination. The District does not discriminate in its employment practices on the basis of race, sex, religion, age, marital status, physical disability, sexual orientation, national origin, ancestry, or other characteristics. The District does not discriminate in its employment practices on the basis of race, sex, religion, age, marital status, physical disability, sexual orientation, national origin, ancestry, or other characteristics.

20. **Indemnification of Employees** Consultant shall indemnify and hold the District harmless from and against all claims, damages, costs, and expenses, including reasonable attorneys' fees, incurred by the District in connection with the Work.

21. **Force Majeure** This Agreement shall be subject to the provisions of the District's Force Majeure Policy.



performing or any portion of the Services.

11. **Disabled Veteran Business Enterprises.** Section 17001.01 of the California Code requires school districts and business alleviated districts to participate in the State Small Business Local Facility Program for the construction or modernization of school buildings in high participation goal (at least 5 percent) per year of the area following an approved date posted by the school district for Disabled Veteran Business Enterprise (DVBE). In addition therewith, the Consultant must follow, upon request by District, a program developed by the District identifying the steps the Consultant has taken to obtain DVBE participation or purchase with this Agreement, if applicable.
12. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts of significant size or value with the following definitions: (1) Local business participation requirement at a rate of ten percent (10%) local and five (5%) local and or small local resident business participation. This participation shall be measured as a City or Charter City certified business, business enterprise, or government contractor or consultant in good standing as a business meeting the twenty percent minimum participation. Please refer to the District's L/SL/SLRBE Policy at [www.sfed.gov/procurement/PDF/SLRBE%20policy%202013-14.pdf](http://www.sfed.gov/procurement/PDF/SLRBE%20policy%202013-14.pdf).
13. **No Rights In Third Parties.** This Agreement does not create any rights or claims to the benefit of any third party except as expressly provided herein.

**District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant's and/or the District's permitted consultant to determine if the District's evaluation may include any of the following:

- 4.1. Requiring that a consultant employing its own staff shall make available for the Consultant's employees the following information and data for performance:
- 4.2. Appointed staff and personnel who are not listed on the Consultant's organizational chart and/or organizational chart(s).

**Limitation of District Liability.** Other than as provided herein, the District and its financial subdivisions and/or this Agreement shall not be held liable for any payment or the non-payment of payment for any work performed by the Consultant or its subcontractors. The Consultant and its subcontractors shall remain responsible for any payment to the Consultant for the work performed, including but not limited to any payment for work performed by the Consultant or its subcontractors. No subcontractor shall be held liable for the work performed by the Consultant or its subcontractors.

**Confidentiality.** The Consultant and all persons who are authorized employees and/or contractors shall maintain the confidentiality of information received from the District or persons authorized by the District and shall not disclose such information to any person without the prior written consent of the District and shall be held liable for any disclosure of confidential and proprietary information, and be held liable for any and all damages or losses caused by or due to the disclosure of such information to a third party, whether or not the disclosure was intentional or negligent.

**Notice of Termination.** The Consultant shall be notified by the District in writing of termination of this Agreement. The Consultant shall be notified by the District in writing of termination of this Agreement. The Consultant shall be notified by the District in writing of termination of this Agreement.

The Consultant shall be notified by the District in writing of termination of this Agreement.

**District:**  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
ATTN: **Tadashi Nakadegawa,**  
**Director of Facilities**

**Consultant:**  
Robert Morse  
Consolidated Engineering  
Laboratories  
534-23<sup>rd</sup> Avenue  
Oakland, CA 94606

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

**28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**30. Waiver.** The waiver by either party of any one or more terms, covenants, or conditions herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**33. Attorney Fees/Costs.** Should litigation or controversy be required to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, without fees, court costs and attorney's fees.

**34. Captions and Interpretations.** For all purposes under this Agreement are used solely for convenience, and shall be wholly disregarded in the interpretation of the Agreement. To the purpose of this Agreement shall be the parties hereto and no party hereto or its legal representative drafted such provisions, and this Agreement shall be construed as if jointly prepared by the Parties.

**35. Calculation of Time.** For the purposes of this Agreement, time shall be calculated by reference to the calendar.

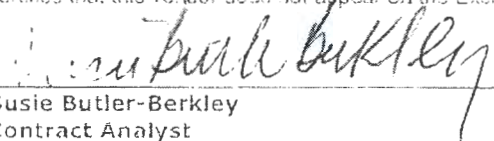
**36. Signature Authority.** Each party hereby certifies that the signatories to this Agreement are duly authorized to execute and deliver this Agreement and to perform all obligations thereunder. The District and Party hereto hereby certifies that the signatories to this Agreement are duly authorized.

**37. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

in counterparts, and all counterparts together shall be construed as one document.

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

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

  
\_\_\_\_\_  
**Susie Butler-Berkley**  
Contract Analyst

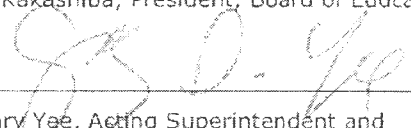
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT



David Kakashiba, President, Board of Education:

Date: 12/2/13



Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education


Date: 12/2/13



Timothy White, Associate Superintendent Facilities Planning and Management

Date: \_\_\_\_\_

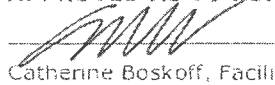
CONSOLIDATED ENGINEERING LABORATORIES



\_\_\_\_\_

11/15/2013

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 11-20-13

File ID Number: 13-2737  
Introduction Date: 12/11/13  
Enactment Number: 13-2571  
Enactment Date: 12/11/13  
By: CA

Information regarding Consultant:

Consultant: 2720 14th St. NW, Apt. 102, Washington, DC 20018-3215

Phone: 301 733 2233 Employer Identification and/or Social Security Number: \_\_\_\_\_

Address: 2720 14th St. NW, Apt. 102, Washington, DC 20018-3215

Telephone: 301 733 2233

Fax: 301 733 2233

City: Washington

Type of Business Entity:  
 Individual  
 S-Corporation  
 Partnership  
 Corporation, State or Foreign  
 Limited Liability Company  
 Other \_\_\_\_\_

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.


**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer in this State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: November 15, 2013  
Firm Name of Consultant: Consolidated Engineering Laboratories  
Signature:   
Print Name: Gary M. Gupta  
Title: President/CEO

(In accordance with Article 1, Section 10 of section 11600, chapter 1, part 2, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: Cliff Lowe

Title: Field Supervisor

The work on the Contract is at an unclassified school and no employee and/or sub-consultant or supplier in any tier of Contract shall come in contact with the District pupils.

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

Date: November 15, 2013

Proper Name of Consultant: Consolidated Environmental Laboratories

Signature:  \_\_\_\_\_

Name: Cliff Lowe


Title: Field Supervisor

**DRUG/SMOKE-FREE WORKPLACE CERTIFICATION**

The District and all District projects are "drug free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8246, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: November 15, 2013

Proper Name of Consultant: Consolidated Engineering Laboratories

Signature: 

Print Name: Gary M. Capoa

Title: President/CEO



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

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM \_\_\_\_\_)

CONSOLIDATED ENGINEERING

February 2013

Consolidated Engineering  
1000 Grand Avenue  
Oakland, CA 94612  
Tel: 415-762-1000  
Fax: 415-762-1001

Client: City of Oakland

Subject: *OJSD - Maxwell Park ES, Retaining Wall / Slab Repair*  
4710 Fleming Avenue, California 94619  
CCL #13-23615PW  
Methods Testing and Construction Inspection Services

Project # 13-23615PW

Consolidated Engineering has prepared this proposal to provide our cost-effective laboratory testing services for the *OJSD - Maxwell Park ES, Retaining Wall/Slab Repair project*, located at 4710 Fleming Avenue, Oakland, California. The total amount to be paid by you for the testing services and materials will be as stated.

The scope of work for this project is as follows. The work on this project based on the following:

1. *Methods Testing and Construction Inspection Services* for the project 1/2013

2. *Methods Testing and Construction Inspection Services* for the project 1/2013. The work on this project based on the following:

CONSOLIDATED ENGINEERING LABORATORIES

1000 Grand Avenue  
Oakland, CA 94612  
Tel: 415-762-1000  
Fax: 415-762-1001

Consolidated Engineering



CONSOLIDATED ENGINEERING  
ASSOCIATES

OUSD Maxwell Park ES  
October 25, 2013 \* CEL #10-28015PW

**OUSD - MAXWELL PARK ES RETAINING WALL/ SLAB REPAIR  
4730 FLEMING AVENUE, OAKLAND CA  
CEL #10-28015PW**

**PRICING**

Description	Quantity	Unit	Unit Rate	Subtotal
<b>SOILS COMPACTION</b>				
Soils Technician with a Nuclear Gauge	24 Hours	Hours	\$ 78.00	\$ 1,872.00
Lab. Max Density/Opt Moisture	2 Each	Each	\$ 290.00	\$ 580.00
<b>SUBTOTAL:</b>				<b>\$ 2,452.00</b>
<b>REINFORCED CONCRETE</b>				
Concrete Sampling (1 pour)	4 Hours	Hours	\$ 78.00	\$ 312.00
Concrete Compression Tests (4x8 cylinders)	5 Each	Cylinders / 1 Set	\$ 20.00	\$ 100.00
Sample Pick-Ups	1 Each	Trip	\$ 20.00	\$ 20.00
<b>SUBTOTAL:</b>				<b>\$ 432.00</b>
<b>MISCELLANEOUS</b>				
Final Office/Plot	1 Each	Per Parcel	\$ 164.20	\$ 164.20
Request Engineering and Management 5%				\$ 164.20
<b>SUBTOTAL:</b>				<b>\$ 328.40</b>
<b>MAN-HOURS</b>				<b>28</b>
<b>GRAND TOTAL:</b>				<b>\$ 3,448.20</b>

**Notes:** All prices are subject to increase of four percent (4%) per year to mitigate the risk of inflation.

Office hours 9:00 AM to 5:00 PM, Monday through Friday.  
Work on Saturdays

Hours are 4 hours per day.

Work is on-site.

Concrete Sampling (1 pour)

Concrete Sampling (1 pour)

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10/15/2014

## SCOPE OF SERVICES

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### SOILS COMPACTION

1. Provide and install all equipment and materials for soil compaction.

2. Provide and install all equipment and materials for soil compaction of the subgrade and subgrade preparation. Provide and install all equipment and materials for soil compaction.

### REINFORCED CONCRETE - SUBWAYS

#### **Reinforcing Steel Placement**

1. Provide and install all equipment and materials for steel placement.

#### **Concrete Placement**

1. Provide and install all equipment and materials for concrete placement.

#### **Concrete Sampling**

1. Provide and install all equipment and materials for concrete sampling and testing. Provide and install all equipment and materials for concrete sampling and testing.

#### **Concrete Compression Testing**

1. Provide and install all equipment and materials for concrete compression testing. Provide and install all equipment and materials for concrete compression testing.



CONSOLIDATED ENGINEERING  
LABORATORIES

October 25, 2013

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

Via E-Mail: [john.esposito@ousd.k12.ca.us](mailto:john.esposito@ousd.k12.ca.us)

**Subject: OUSD - Maxwell Park ES, Retaining Wall / Slab Repair  
4730 Fleming Avenue, California 94619  
CEL #10-28015PW  
Materials Testing and Construction Inspection Services**

Dear Mr. Esposito:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide materials testing and construction inspection services for the ***OUSD - Maxwell Park ES, Retaining Wall/Slab Repair project, located at 4730 Fleming Ave in Oakland, California.*** CEL would be proud to be part of your team, helping to ensure the construction quality and success of this project.

Following are our cost estimate and scope of services. We assembled this proposal based on the following sources:

- Structural drawings prepared by Kam Yan & Associates dated August 1, 2013.

Thank you for giving CEL the opportunity to be a part of your project team. We are committed to providing our clients the very best service possible to fulfill their testing and inspection needs, and are eager to prove this commitment to you. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,  
CONSOLIDATED ENGINEERING LABORATORIES

Robert Morse  
Business Development Executive

RM/arh

**OUSD - MAXWELL PARK ES RETAINING WALL/ SLAB REPAIR  
4730 FLEMING AVENUE, OAKLAND CA  
CEL #10-28015PW**

**PRICING**

Description	Quantity		Unit Rate	Subtotals
<b>SOILS COMPACTION</b>				
Soils Technician with a Nuclear Gauge	24 Hours	Hours	\$ 78.00	\$ 1,872.00
Lab: Max Density/Opt Moisture	2 Each	Each	\$ 290.00	\$ 580.00
<b>SUBTOTAL:</b>				<b>\$ 2,452.00</b>
<b>REINFORCED CONCRETE</b>				
Concrete Sampling (1 pour)	4 Hours	Hours	\$ 78.00	\$ 312.00
Concrete Compression Tests (4x8 cylinders)	5 Each	Cylinders / 1 Set	\$ 20.00	\$ 100.00
Sample Pick-Ups	1 Each	Trip	\$ 20.00	\$ 20.00
<b>SUBTOTAL:</b>				<b>\$ 432.00</b>
<b>MISCELLANEOUS</b>				
Final Affidavit	1 Each	Per Permit	\$ 400.00	\$ 400.00
Project Engineering and Management 5%				\$ 164.20
<b>SUBTOTAL:</b>				<b>\$ 564.20</b>
<b>MAN-HOURS</b>		<b>28</b>	<b>GRAND TOTAL: \$ 3,448.20</b>	

**Basis of Charges:** The proposed unit rates will be in effect through June 31, 2014. Thereafter, the unit rates are subject to an annual increase of four percent (4%) 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	\$10.00 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$20.00/Trip
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
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	5% of Fees
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	\$90.00/Day

CEL	Client
Initials	Initials



## SCOPE OF SERVICES

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### SOILS COMPACTION

Testing will be performed during site grading, parking area baserock placement and utility trench backfill.

Field testing will be performed using a nuclear gauge to determine the relative compaction of the soil in conformance with American Society for Testing and Materials (ASTM) D2922 and ASTM D3017.

### REINFORCED CONCRETE - SCHOOLS

#### **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 concrete cylinders for compression testing at a frequency of four 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2013

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> Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck, NY 11021-3104 Richard S. Butwin	Phone: 516-466-4200 Fax: 516-466-4213	<b>CONTACT NAME</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:													
	<table style="width:100%"> <thead> <tr> <th style="width:80%">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Hartford Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co</td> <td>19445</td> </tr> <tr> <td>INSURER C: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford Insurance Co	19682	INSURER B: National Union Fire Ins Co	19445	INSURER C: Admiral Insurance Company	24856	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															

**INSURED**  
Quality Assurance Engineering  
dba Consolidated Engineering  
Laboratories  
2001 Crow Canyon Road #100  
San Ramon, CA 94583

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>			12UENOH1550	07/01/2013	07/01/2014	FACH OCCURRENCE	\$ 1,000,000	
	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="checked" type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOSS	X	X				EACH OCCURRENCE DAMAGE TO RETIRED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG Deduct	\$ \$ \$ \$ \$ \$ 0	
A	<b>AUTOMOBILE LIABILITY</b>			12UENOH1551	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="checked" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$	
B	<b>UMBRELLA LIAB</b>			BE031731077	07/01/2013	07/01/2014	FACH OCCURRENCE	\$ 5,000,000	
	<input checked="checked" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> REPLENISHMENTS \$ 10000 <input type="checkbox"/> CLAIMS-MADE	X	X				AGGREGATE	\$ 5,000,000	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			12WEOH1549	07/01/2013	07/01/2014	<input checked="checked" type="checkbox"/> WORKERS COMPENSATION ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under IS A DISB. OF OPERATIONS below	EACH OCCURRENCE EL DISAB. PA EMPLOYEE EL DISAB. POLICY LIMIT	\$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
C	<b>Professional Liab</b>			EO000014162-03	07/01/2013	07/01/2014	Ea Claim	\$ 2,000,000	
	100,000 Deductible						Aggregate	\$ 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Maxwell Park Retaining Wall Replacement. CEL No. 10-28015PW  
 Oakland Unified School District and its directors, officers, employees, agents and representatives is an additional insured on primary and non-contributory basis. There is a Waiver of Subrogation on the indicated policies

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;">OAKLUSD</p> <p>Oakland Unified School District 955 High Street Oakland, CA 94601</p>	<b>CANCELLATION</b>  <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Maxwell Park Retaining Wall Replacement	Site	139

Basic Directions	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information					
Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	Robert Morse		
OUSD Vendor ID #	I023870	Title	Project Manager		
Street Address	534-23 <sup>rd</sup> Avenue	City	Oakland	State	CA Zip 94606
Telephone	510-436-7626	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		
OUSD Project #	13113 (PR1406)				

Term			
Date Work Will Begin	12-11-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-11-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 3,448.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
1414	Deferred Maintenance	1399092803	6265	\$3,448.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-70xx	Fax 510-535-7082
1.	Director, Building and Grounds			
	Signature	Date Approved	11-19-13	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	11-20-13	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature	Date Approved		
4.	Deputy Superintendent, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		