

| Board Office Use: Legislative File Info. | |
|--|------------|
| File ID Number | 15-1763 |
| Introduction Date | 10-14-2015 |
| Enactment Number | 15-1554 |
| Enactment Date | 10-14-15 |



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Mia Settles-Tidwell, Chief Operations Officer
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date October 14, 2015

Subject Amendment No. 1, Independent Consultant Agreement for Professional Services - Consolidated Engineering Laboratories - Whittier Expansion - New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services with Consolidated Engineering Laboratories for Geotech Services on behalf of the District at the Whittier Expansion - New Construction Project, in an amount not-to exceed \$25,600.00, increasing previous contract amount from \$114,833.25 to a not to exceed amount of \$140,433.25. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The scope of the project is to provide field water infiltration testing per ASTM E1105 at all fenestration units on Project Frog Buildings D and E.

Discussion The test is required at these modular buildings to verify that the installed fenestration products resist water infiltration.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method Professional Services Agreement - Form - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

Recommendation Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services with Consolidated Engineering Laboratories for Geotech Services on behalf of the District at the Whittier Expansion - New Construction Project, in an amount not-to exceed \$25,600.00, increasing previous contract amount from \$114,833.25 to a not to exceed amount of \$140,433.25. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact Measure J

Attachments

- Independent Consultant Agreement including scope of work

FACILITIES PLANNING AND MANAGEMENT

2015 AUG 24 P 2:07

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 June 24, 2015, and the parties agree to amend that Agreement as follows:

| | | |
|---|--|---|
| 1. Services: | <input type="checkbox"/> The scope of work is <u>unchanged</u> . | <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . |
| If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide field water infiltration testing per ASTM E1105 at all fenestration units on Project Frog Buildings D&E.</u> | | |
| 2. Terms (duration): | <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> . |
| If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____. | | |
| 3. Compensation: | <input type="checkbox"/> The contract price is <u>unchanged</u> . | <input checked="" type="checkbox"/> The contract price has <u>changed</u> . |
| If the compensation is changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of \$25,600.00 to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount | | |
| and the new contract total is One hundred forty-thousand, four hundred thirty-three dollars and twenty-five cents (\$140,433.25) | | |

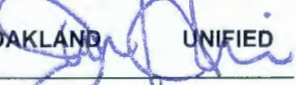
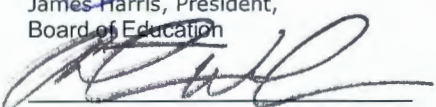
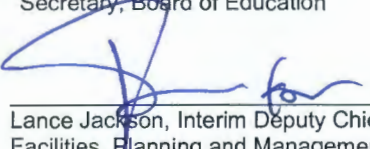
4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

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

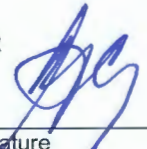
| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|------|---|-------------------------------|
| | | | \$ |

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  James Harris, President, Board of Education | 10/15/15 Date |
|  Antwan Wilson, Superintendent Secretary, Board of Education | 10/15/15 Date |
|  Lance Jackson, Interim Deputy Chief Facilities, Planning and Management | 8/2/15 Date |

CONTRACTOR

08/19/2015


 Contractor Signature Date

Gary M. Coppa, President / CEO
 Print Name, Title

File ID Number: 15-1763
 Introduction Date: 10-14-15
 Enactment Number: 15-1554
 Enactment Date: 10-14-15
 By: _____

EXHIBIT "A" Scope of Work

Contractor Name: Consolidated Engineering Laboratories

Billing Rate: Twenty-five thousand, six hundred dollars and no cents (\$25,600.00)

1. Description of Services to be Provided

The scope of the project is to provide field water infiltration testing per ASTM E1105 at all fenestration units on Project Frog Buildings D&E.

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 9-8-2015

Susie Butler-Berkley
Contract Analyst



July 22, 2015

Ms. Kenya Chatman

CEL #10-30014PW

Project Manager

Oakland Unified School District

955 High Street Oakland, California 94601

*Subject: Greenleaf Elementary at Whittier, Phase 1
Water Infiltration Field-Testing on Windows, Bldgs D & E
Per ASTM E1105*

Kenya:

We are pleased to present the following proposal for field-testing services for the subject project.

Purpose

The purpose of the testing will be to determine if the installed fenestration products on the subject project resist the water infiltration tests performed upon them.

Scope

The scope of the work proposed will include:

- ASTM E1105 for Windows, Curtain Wall and Entrance Systems –Water Infiltration Field Testing.
- Construction of test chambers on the interior side of windows, storefronts and curtain wall units, or portions of units, selected for testing.
- Placement of water spray system on the exterior side of the units to be tested.
- Reporting of the test procedures, deviations if any, and results.
- Retesting, if there are instances of water infiltration, after examination and repairs of the fenestration units by others.

Procedure

Water Infiltration:

ASTM E1105 will be the primary procedure used for water infiltration field-testing. The pressure differential for storefronts, curtain walls and windows will be 8.0 PSF (12 PSF x 0.667 reduction factor per AAMA 502 and 503). The 12 PSF value is obtained from your project specification section 08 40 00 Aluminum Entrances, Storefronts, Part 2 – Products, Paragraph 2.1.G – Performance Requirements, Water Penetration under Static Pressure.

2.1.G.1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 12 lbf/sq. ft.

Procedure A, the uniform static air pressure difference, shall be utilized for all fenestration products tested in the field.

Please provide confirmation to CEL Consulting that the proposed test values are acceptable.

Anticipated Sequence, On-site Requirements, Tasks and Personnel

Schedule

We anticipate that the units to be tested will be available for testing within the same contiguous time period. We require five days access for each building. This includes time to mobilize, construction of test chambers, placement of exterior mounted water spray rack and testing.

Safety Training

Our personnel may require onsite Safety Training prior to or on arrival onsite for work. Please advise the requirements for this project.

Set Up & Testing

We will require participation of the General Contractor and/or relevant trades to assist in providing the following items:

- Water: The spray system is calibrated to function at 18" to 24" from the glazing, and requires 24 psig pressure at the nozzles. We will require a contractor supplied water line at the point of testing that can provide the needed pressure levels, along with a 3/4" hose connection to which we can attach our water spray system.
Please note that the tests will generate substantial amounts of water that will have to be shed from the structure and drained. The GC on the project will need to provide any water shielding and drainage needed to maintain job safety and to protect work by other trades.

CEL CONSULTING

- In the event that we are scheduled for testing after the installation of insulation and other interior finishes, such items immediately adjacent to the test specimens which obscure perimeter caulk joints, or which can be damaged in the event of water infiltration during testing will need to be removed and then replaced after testing. Such work to be done by GC and/or related trades.

Our field test chambers shall consist of clear mylar plastic sheeting attached to wood or steel studs surrounding the test unit. A static vacuum shall be created within the test chamber using blowers of sufficient capacity to quickly reach the 8 PSF pressure difference. During testing, we shall note and photograph any instances of water infiltration observed. It is advisable to have the glazing and/or waterproofing contractor present during testing, in the event of any water infiltration.

After testing we shall tear down and remove the test chamber. If re-testing is to be required, we will leave the test chamber in place.

Advance Notice

Please contact us two weeks in advance of the first field test sequence so that we may have time to survey prior to starting and coordinate with the GC for required assistance.

Time to Prepare

Each test chamber may take from 4 to 8 hours to prepare for field-testing. Once we have built the test chamber, and have established that the required pressure differential can be obtained, we will then set up the water spray rack system. This sequence allows us to more accurately advise other relevant parties as to the time of testing.

Post-Test and Retests

If there are no instances of water infiltration the reports will be prepared and submitted. If there are instances of water infiltration, we will prepare the report and the points of water infiltration can be analyzed and repaired by the relevant trades. If the intent is to repair and retest, we shall leave the test chamber and mylar in place. Otherwise, we shall remove the test chamber.

If required by the General Contractor and/or relevant trades, we can assist in providing forensic services on a Time and Materials basis. We prefer such additional T&M work be billed to OUSD for contractual reasons.

C E L CONSULTING

Costs

These costs are based on your direction regarding **Field Water Infiltration Testing per ASTM E1105** of all fenestration units installed on the buildings D & E. Based on my review of the drawings appended to this cost proposal, it appears that there are six clerestory windows per building, 4 punched window openings per building and two window/door openings per building. Therefore, we are providing pricing based on the quantities listed above. Please note that testing costs DO NOT include costs for re-testing should there be any failures noted during initial testing.

- | | | |
|---------------|---|--------------|
| 1. Building D | = | \$ 12,800.00 |
| 2. Building E | = | \$ 12,800.00 |

Water Infiltration Testing \$25,600.00

Retests

3. If no reapplication of mylar to chamber, and no substantial repair to chamber framing to achieve pressure difference, **\$ 1,600.00 per test location**
4. If reapplication of mylar to chamber required, or if substantial repair to chamber framing needed to achieve pressure difference, **\$2,720.00 per test location**

Forensic Investigations

5. Senior Engineer @ \$160.00/hour, Staff Engineer @ \$140.00/hour, Field Engineer @ \$110.00/hour, Field Technician @ \$59.40/hour.
Materials and Equipment: At cost plus 15%.

Should you have any questions, please call or email.

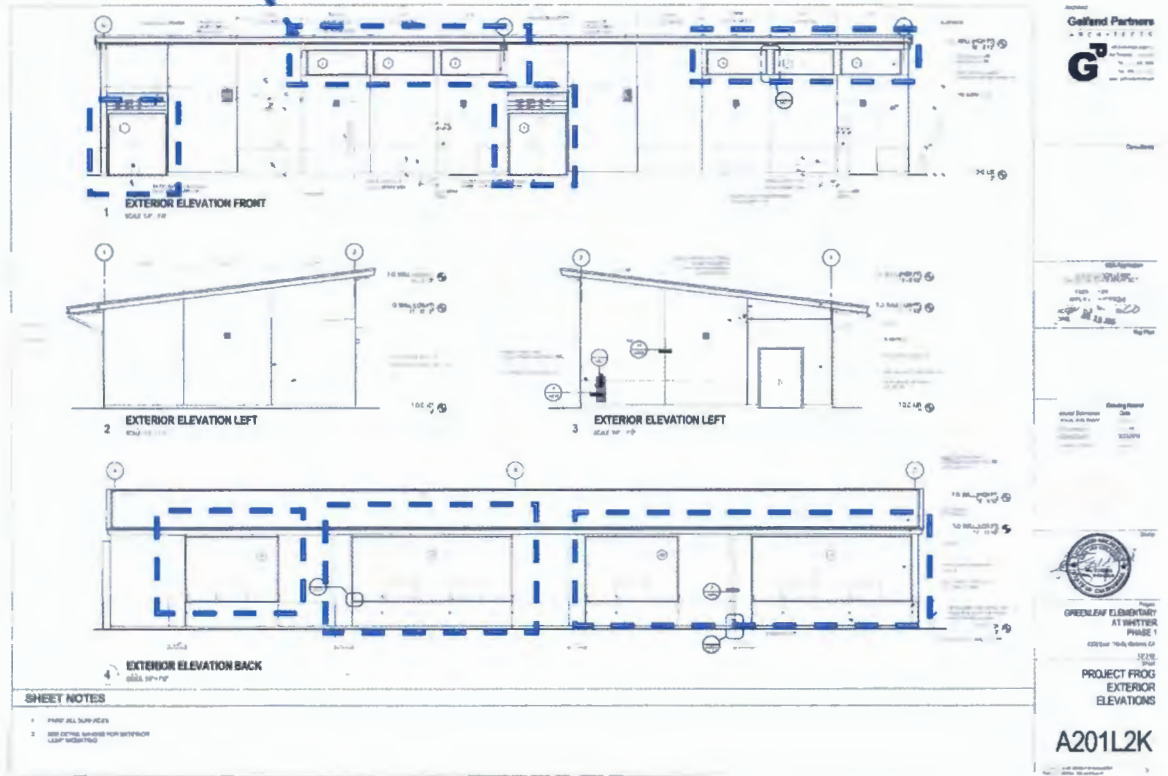
Sincerely,



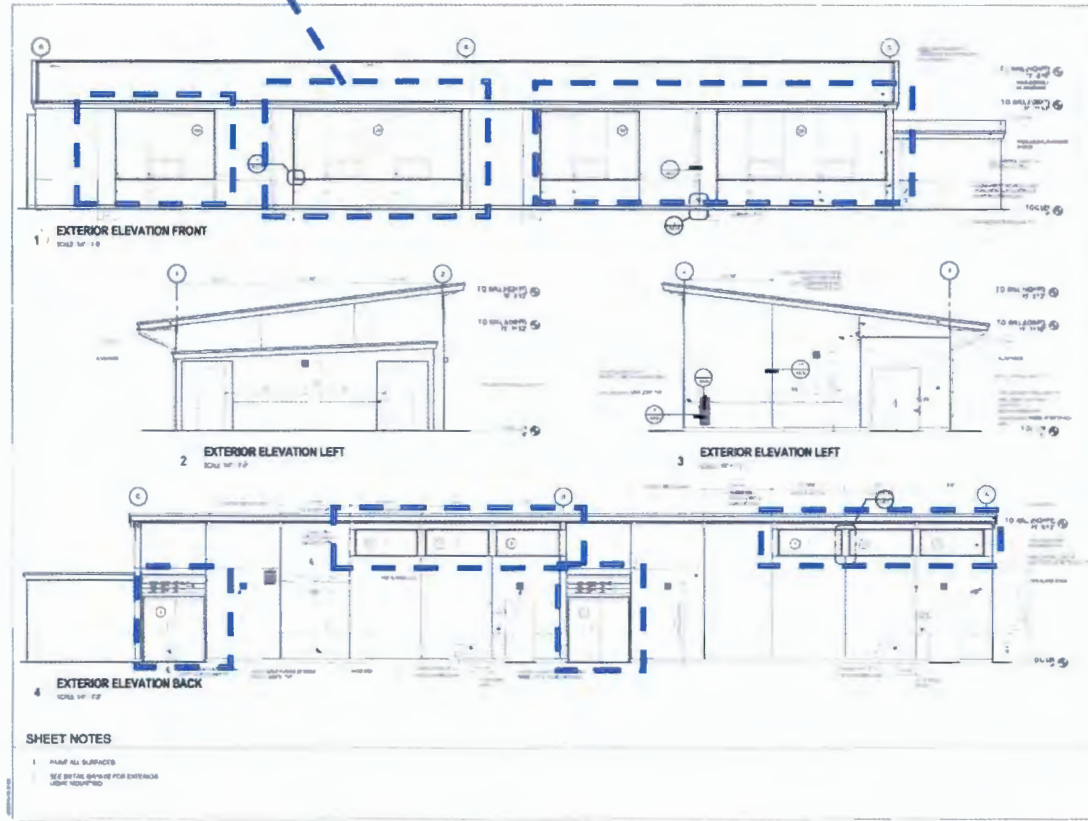
Thomas C. Richardson
Staff Engineer
CEL Consulting

CEL CONSULTING

Blue: ASTM E1105 Field Water Infiltration Testing
at 8 PSF max, or 6.24 PSF min, 15 minutes continuous.



Blue: ASTM E1105 Field Water Infiltration Testing
 at 8 PSF max. or 6.24 PSF min, 15 minutes continuous



Address

Gelwand Partners
 ARCHITECTS

G

PROJECT

PROJECT FROG
 EXTERIOR
 ELEVATIONS

A201L2KP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2015

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

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

| | | | |
|---|---|--|---------------|
| PRODUCER Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck, NY 11021-3104 Richard S. Butwin | CONTACT NAME: Ellen Begun PHONE (A/C, No, Ext): 516-466-4200 FAX (A/C, No): 516-466-4213 E-MAIL ADDRESS: ebegun@butwin.com | | |
| INSURED Consolidated Engineering Labs Oakland 23rd Ave Assoc LLC CEL Consulting Inc 534 23rd Avenue Oakland, CA 94606 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : ZURICH INS CO | | |
| | INSURER B : Travelers | | 41769 |
| | INSURER C : Everest Indemnity Ins. Co. | | |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | <input checked="" type="checkbox"/> | GLO0381005 | 07/01/2015 | 07/01/2016 | 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 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | BAP0381006 | 07/01/2015 | 07/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <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 \$ 10,000 | | ZUP91M34980-15 | 07/01/2015 | 07/01/2016 | 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 Y/N <input type="checkbox"/> N/A | | WC0381004 | 07/01/2015 | 07/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liab \$125,000 Ded | | PL5EO00137-151 | 07/01/2015 | 07/01/2016 | Limit 2,000,000 Aggregate 4,000,000 |

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

Geotechnical Services at various schools
Oakland Unified School District, its directors, officers, employees, agents, and representatives are additional insureds

| | |
|---|--|
| CERTIFICATE HOLDER OAKLAND UNIFIED SCHOOL DISTRICT OAKLAND, CA 94601 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i> |
|---|--|



AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information

| | | | |
|--------------|---------------------------------------|------|-----|
| Project Name | Whittier Expansion – New Construction | Site | 163 |
|--------------|---------------------------------------|------|-----|

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 | Thomas Richardson | | |
| OUSD Vendor ID # | V062028 | Title | Project Manager | | |
| Street Address | 2534 23 rd Avenue | City | Oakland | State | CA |
| Telephone | 510-436-7626 | Policy Expires | 7-1-2016 | | |
| 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 # | 13126 | | | | |

Term

| | | | |
|----------------------|-----------|--|------------|
| Date Work Will Begin | 6-24-2015 | Date Work Will End By (not more than 5 years from start date) | 12-31-2017 |
|----------------------|-----------|--|------------|

Compensation

| | | | |
|-------------------------------|----|------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$140,433.25 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ 25,600.00 |
| 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 |
|------------|----------------|------------|-------------|-------------|
| 9350 | Measure J | 1639905820 | 6215 | \$25,600.00 |

Approval and Routing (in order of approval steps)

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

| | | | | | |
|----|---|-----------|----------------------------|-----|--------------|
| | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| 1. | Director, Facilities Planning and Management | Signature | Date Approved: 8/25/15 | | |
| | | | | | |
| 2. | General Counsel, Department of Facilities Planning and Management | Signature | Date Approved: 9-1-15 | | |
| | | | | | |
| 3. | Interim Deputy Chief, Facilities Planning and Management | Signature | Date Approved: 8/31/15 | | |
| | | | | | |
| 4. | Senior Business Officer | Signature | Date Approved: | | |
| | | | | | |
| 5. | President, Board of Education | Signature | Date Approved: | | |
| | | | | | |

| Board Office Use: Legislative File Info. | |
|--|-----------|
| File ID Number | 15-1109 |
| Introduction Date | 6-24-2015 |
| Enactment Number | 15-1072 |
| Enactment Date | 6/24/15 |



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Mia Settles-Tidwell, Chief Operations Officer
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date June 24, 2015

Subject Independent Consultant Agreement for Professional Services - Consolidated Engineering Laboratories - Whittier (Greenleaf) Expansion - New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Consolidated Engineering Laboratories -for Geotech Services on behalf of the District at the Whittier (Greenleaf) Expansion - New Construction Project, in an amount not-to exceed \$114,833.25. The term of this Agreement shall commence on June 24, 2015 and shall conclude no later than December 31, 2017.

Background The scope of the project is to provide geotechnical engineering, materials testing, and construction inspection services for all phases of the Whittier (Greenleaf) project.

Discussion All Division of State Architect construction project needs geotechnical testing.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Consolidated Engineering Laboratories -for Geotech Services on behalf of the District at the Whittier (Greenleaf) Expansion - New Construction Project, in an amount not-to exceed \$114,833.25. The term of this Agreement shall commence on June 24, 2015 and shall conclude no later than December 31, 2017.

Fiscal Impact Measure J

Attachments

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(Geotechnical Testing Services)**

Whittier (Greenleaf) Expansion – New Construction

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 13th day of April, 2015 by and between the **Oakland Unified School District** ("District") and **Consolidated Engineering Laboratories** ("Consultant"), (individually a "Party" or collectively the "Parties").

WHEREAS, The District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process.

NOW, THEREFORE, the Parties agree as follows:

1. **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 professional engineering services and geotechnical testing services.

1.1. The Services shall be performed on the following project(s) / site(s) ("Project")
Whittier Expansion – New Construction Project

- Survey of asbestos
- Survey of lead Paint
- Sprayed applied fireproofing
- Spray applied acoustic ceiling material
- Insulation on piping
- Insulation on ductwork
- Survey of boilers
- Flooring and flooring adhesive sample

1.2. The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately on a proportionate basis based on the level and scope of Services completed for each site.

2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following:

From June 24, 2015 until December 1, 2017

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

 X Signed Agreement
 X Workers' Compensation Certification

- Debarment Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One hundred fourteen thousand, eight hundred thirty-three dollars and twenty-five cents (\$114,833.25)**. District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.2. Consultant shall prepare a separate invoice for each site, if Consultant performs Services at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

5. **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:

5.1. NA

6. **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 venture 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 Worker's 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 Consultant's Work, District being interested only in the results obtained.

7. **Local, Small Local And Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Consultant shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

In light of the fifty percent (50%) L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.

8. **Designated Representatives / Labor Compliance Program.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If Consultant employs subcontractor(s), Consultant shall ensure that its

contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.

9. **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:

10. NA

11. Performance of Services.

11.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

11.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

11.3. **District Approval.** Work completed pursuant to this Agreement must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

11.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. Audit.

14.1. 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 audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination.

- 15.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the 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 (3) days after the day the notice was mailed, whichever is sooner.
- 15.2. **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.
- 15.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 15.3.1. material violation of this Agreement by the Consultant; or
 - 15.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of,

connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

17. Insurance.

17.1. 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.

17.1.1. Commercial General Liability and Automobile Liability Insurance.

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

17.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

| Type of Coverage | Minimum Requirement |
|---|---------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | \$ 1,000,000 |
| Each Occurrence | \$ 2,000,000 |
| General Aggregate | |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
| Professional Liability | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

17.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the 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."

- 17.2.2. Language stating in particular those insured, 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.
- 17.2.3. 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.
- 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 17.3. **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 otherwise acceptable to the District.
18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law.
19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
20. **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 this Agreement is at variance with any such laws, ordinance, rules 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 Agreement shall be appropriately amended in writing, or this Agreement 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, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement, including without limitation all licenses required to perform professional engineering services and geotechnical testing services.
22. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
23. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant

agrees to require like compliance by all its subcontractor(s).

24. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
25. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
26. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
27. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
29. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
30. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
31. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to District:

If to Contractor:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: Tadasha Nakadegawa
Telephone: (510) 5357038_

Consolidated Engineering
Laboratories
2001 Crow Canyon Road, Suite 100
San Ramon, CA 94583
Attention: Bill Cale
Telephone: (510) 460-0581

With a copy to:

Orbach Huff Suarez & Henderson LLP
1901 Harrison Street, Suite 1630
Oakland, CA 984612
Attention: Catherine G. Boskoff
Telephone: (510) 999-7908

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.

32. 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.

33. 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.

34. Waiver. The waiver by either Party of any breach of any term, covenant, or condition 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.

35. 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.

36. 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.

37. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

38. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

39. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days

unless otherwise specified.

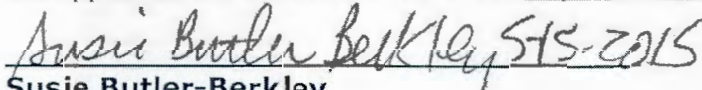
40. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

41. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

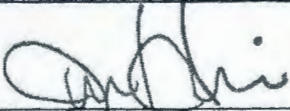
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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>

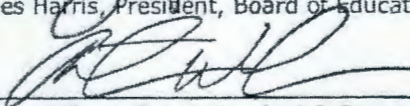

Susie Butler-Berkley
Contract Analyst

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

OAKLAND UNIFIED SCHOOL DISTRICT



James Harris, President, Board of Education 6/25/15 Date



Antwan Wilson, Superintendent & Secretary, Board of Education 6/25/15 Date



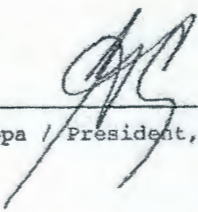
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 5/20/15 Date

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel 5.17.15 Date

CONSULTANT



Title Gary M. Cappa / President, CEO 05/14/15 Date



Information regarding Consultant:

Consultant: Consolidated Engineering Laboratories 94-2988193 :

License No.: N/A Employer Identification and/or Social Security Number

Address: 2001 Crow Canyon Road, Ste 100
San Ramon, CA 94583

Telephone: 925-314-7100

Facsimile: 925-855-7151

E-Mail: thooper@ce-labs.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- 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.

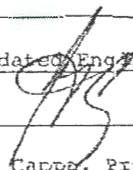
WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 its 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 Agreement.

Date: May 14, 2015
Name of Consultant or Company: Consolidated Engineering Laboratories
Signature: 
Print Name and Title: Gary M. Cappa, President/CEO

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

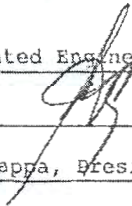
Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a

representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: May 14, 2015

Name of Consultant or Company: Consolidated Engineering Laboratories

Signature: 

Print Name and Title: Gary M. Cappa, President/CEO


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither Consolidated Eng. Labs [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 14th day of May 2015 for the purposes of submission of this Agreement.

By:



Signature

Gary M. Cappa

Typed or Printed Name

President/CEO

Title

EXHIBIT "A"

GEOTECHNICAL TESTING

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT
(See Proposal)**

EXHIBIT A



CONSOLIDATED ENGINEERING LABORATORIES

March 18, 2015

Ms. Kenya Chatman
Oakland Unified School District
955 High Street
Oakland, California 94601

Via E-Mail: kenya.chatman@ousd.k12.ca.us

Subject: *OUSD Greenleaf Elementary at Whittier Expansion and Renovation
6328 East 17th St, Oakland, California 94621
CEL #10-30014PW; GEO #84-03335PW-A&B
Geotechnical Engineering, Materials Testing and Construction Inspection Services*

Dear Ms. Chatman:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide geotechnical engineering, materials testing and construction inspection services for the *OUSD Greenleaf Elementary at Whittier Expansion and Renovation project, located at 6328 East 17th St, 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:

- DSA form 103s Submitted November 25, 2014 (Phase 1) and March 6, 2015 (Phase 2 & 3);
- Plans dated November 17, 2014 (Phase 1) and specifications not dated (Phase 1);
- Plans and specifications dated March 6, 2015 (Phase 2 & 3);
- DSA Application numbers are unknown at the time of this cost proposal.

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

Bill Cale
Project Manager

BC/arh



CONSOLIDATED ENGINEERING
L A B O R A T O R I E S

USD Greenleaf Elementary at Whittier
March 18, 2015 * CEL #10-30014PV

BASIS OF GEOTECHNICAL ASSUMPTIONS

Geotechnical Engineer of Record (GEOR) services will be provided as a continuation of the geotechnical services initially provided through CEL's geotechnical engineering affiliate company, Geosphere Consultants. Per DSA regulations, a DSA-109 will be submitted which per DSA regulations technically allows geotechnical construction phase services to be continued under the CEL LEA.

Our geotechnical cost estimate represents a total initial budget estimate based from a review of the project civil and structural plans and initial project schedule, as well as DSA geotechnical and soils inspection and reporting requirements. Earthwork observation and testing was assumed to be provided as a minimum at a level consistent with DSA (i.e., California Building Code) requirements for compacted engineered fill construction and foundation observation. Any deviations in design from the materials provided may result in corresponding changes to actual project charges.

Our geotechnical budget estimate represents an initial overall estimated cost for all geotechnical and soils testing aspects of the project. Actual charges will be on a Time and Materials basis in response to inspection requests from the designated authorized client representative (usually the DSA Project Inspector). The final incurred charges on this project may be more or less than the quoted initial estimate.

Field density testing will be performed by an engineering technician or equivalent certified in the use of a nuclear gauge. The tests will be presented in accordance with ASTM D6938, D2950, and ASTM D1557. Our field testing will include performing of the following:

- Wet Density of soil/aggregate
- Moisture content of soil/aggregate
- Dry Density of soil/aggregate
- Total Density of placed asphalt concrete
- Percent Compaction as referenced to appropriate lab reference maximum density compaction test

General observations regarding the type of compaction equipment or earthwork observation will be contained in our field reports, however this is intended for informational purposes only and they do not constitute final engineering opinions. The summary documents as well as any supplemental letters reviewed and signed by our registered engineers are the only engineering opinions that should be relied on.

GEOR engineering tasks to be performed include field foundation observations, field report quality control and regular submittals of Daily Field Reports (DFRs) per DSA reporting requirements. Foundation observation is expected to consist of geotechnical observations of footing and pier excavations for structures as applicable to assess whether the actual foundation supporting materials are consistent with the materials encountered in the initial geotechnical field investigation and as such are capable of providing the supporting pressures assumed for the building design.

CEL will also provide applicable submittal reviews, responses to RFIs, geotechnical field and office consultations and troubleshooting, value engineering, and as needed supplemental geotechnical engineering, and supplemental letters and reports as required. A final grading letter report, as well as DSA Closeout Form DSA-293 will be prepared and submitted at the completion of construction.

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CONSOLIDATED ENGINEERING
LABORATORIES

OUSD Greenleaf Elementary at Whittier
March 13, 2015 * CEL #10-30014PV

PHASE 1 SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

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, prior to fabrication of the steel. 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 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.

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CONSOLIDATED ENGINEERING
L A B O R A T O R I E S

OUSD Greenleaf Elementary at Whittier
March 18, 2015 * CEL #10-30014PW

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

As required by the California Building Code (CBC), at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per American Society for Testing and Materials (ASTM) guidelines.

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.

FIREPROOFING

California Building Code (CBC) Standard 43-8 requires thickness verification of twenty five percent (25%) of structural steel columns and primary beams on each story, and on 10 percent (10%) of secondary beams. Floor decking requires four readings per 1,000 square feet. In addition, the substrate will be verified prior to the application of all fireproofing material. Density will be checked on one beam, column and floor per 2,500 square feet of floor area in accordance with American Society for Testing and Materials (ASTM) E-605. If specified, Adhesion/Cohesion testing will be performed.

FIRE STOPPING AND SMOKE SEALS

We will provide periodic inspection of fire stopping and fire safing material consistent with approved project plans and specifications, and manufacturing product data sheets.

Including the following:

- Substrait preparation;
- Backer rod placement;
- Installation of fire safing and stopping materials.


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CONSOLIDATED ENGINEERING
L A B O R A T O R I E S

CUSD Greenleaf Elementary at Whittier
March 18, 2015 / CEL #10-30014PV

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.

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PHASE 2 & 3 SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

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, prior to fabrication of the steel. 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 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.



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CONSOLIDATED ENGINEERING
LABORATORIES

OSD Greenleaf Elementary at Whittier
March 18, 2015 * CEI #10 30014PW

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

As required by the California Building Code (CBC), at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per American Society for Testing and Materials (ASTM) guidelines.

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.

FIREPROOFING

California Building Code (CBC) Standard 43-8 requires thickness verification of twenty five percent (25%) of structural steel columns and primary beams on each story, and on 10 percent (10%) of secondary beams. Floor decking requires four readings per 1,000 square feet. In addition, the substrate will be verified prior to the application of all fireproofing material. Density will be checked on one beam, column and floor per 2,500 square feet of floor area in accordance with American Society for Testing and Materials (ASTM) E-605. If specified, Adhesion/Cohesion testing will be performed.

FIRE STOPPING AND SMOKE SEALS

We will provide periodic inspection of fire stopping and fire safing material consistent with approved project plans and specifications, and manufacturing product data sheets.

Including the following:

- Substrait preparation;
- Backer rod placement;
- Installation of fire safing and stopping materials

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CONSOLIDATED ENGINEERING
LABORATORIES

CUSD Greenville Elementary at Whittier
March 1st, 2015 * CFL #10-30014PW

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.

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.

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Exhibit "B"
Prices for Services

OUSD GREEN LEAF ELEMENTARY AT WHITTIER EXPANSION AND RENOVATION
OAKLAND, CALIFORNIA
CEL #10-30014PW
GEO #84-03335-PWA

| PHASE 3 PRICING | | | |
|---|---------------------|---------------------|---------------------|
| Description | Quantity | Unit Rate | Subtotals |
| GEOTECHNICAL ENGINEER OF RECORD | | | |
| Site Kickoff Meeting, On Site Soil Sampling | | | |
| Technician - | 4 Hours | \$ 87.00 | \$ 348.00 |
| Observation and Testing - Mass Grading and Subgrade/ Building Pad Preparation (Buildings D and E) | | | |
| Technician - 2 Full Time Days, 2 Half-Time Days | 24 Hours | \$ 87.00 | \$ 2,088.00 |
| Lab, Atterberg Limits (ASTM D4318) | 1 Test | \$ 230.00 | \$ 230.00 |
| Lab, Max Density/Opt Moisture per ASTM D1557 | 2 Tests | \$ 250.00 | \$ 500.00 |
| Observation and Testing - Wall and Utility Trench Backfills | | | |
| Technician - 10 Half Days | 40 Hours | \$ 87.00 | \$ 3,480.00 |
| Lab, Max Density/Opt Moisture per ASTM D1557 | 1 Each | \$ 250.00 | \$ 250.00 |
| Observation and Testing - Hardscape Subgrades | | | |
| Technician - 4 Half Days | 16 Hours | \$ 87.00 | \$ 1,392.00 |
| Lab, Max Density/Opt Moisture per ASTM D1557 | 1 Each | \$ 250.00 | \$ 250.00 |
| Engineering Observation - Building A Ramp, Building D and E Footing Excavations and Walkway Canopy Foundations | | | |
| Geotechnical Engineer - 5 Half days | 20 Hours | \$ 160.00 | \$ 3,200.00 |
| DSA Review and Reporting, GEOR (Geotechnical Engineering) Services during Construction | | | |
| Geotechnical Engineer | 14 Hours | \$ 160.00 | \$ 2,240.00 |
| Administrative | 2 Hours | \$ 65.00 | \$ 130.00 |
| Final Affidavit Report (includes DSA-203) | Included Above | | |
| SUBTOTAL: | | | \$ 14,108.00 |
| REPORTS TO COMPLETION | | | |
| Max Design Review | 5 Each | \$ 200.00 | \$ 1,000.00 |
| Sampling and Tagging Reinforcing Steel | 20 Hours | \$ 70.00 | \$ 1,400.00 |
| Rebar Bend and Torsion Test | 20 Each | \$ 65.00 | \$ 1,300.00 |
| Batch Plant Inspection | 40 Hours | \$ 70.00 | \$ 2,800.00 |
| Concrete Sampling | 44 Hours | \$ 70.00 | \$ 3,080.00 |
| Concrete Compressor Tests | 55 Cylinders / Sets | \$ 25.00 | \$ 1,375.00 |
| Sample Pick-Ups | 10 Trips | \$ 25.00 | \$ 250.00 |
| SUBTOTAL: | | | \$ 11,205.00 |
| STRUCTURAL STEEL | | | |
| Welding Procedure Specification Review | 2 Each | \$ 200.00 | \$ 400.00 |
| Shop Fabrication Inspector | 40 Hours | \$ 82.00 | \$ 3,280.00 |
| Field Welding Inspection | 40 Hours | \$ 82.00 | \$ 3,280.00 |
| SUBTOTAL: | | | \$ 6,960.00 |
| FIREPROOFING | | | |
| Thickness Verification/Sampling | 20 Hours | \$ 78.00 | \$ 1,560.00 |
| Density Tests | 5 Each | \$ 65.00 | \$ 325.00 |
| SUBTOTAL: | | | \$ 1,885.00 |
| FIRESTOPPING AND SMOKE SEALS | | | |
| Firestopping and Smoke Seals | 20 Hours | \$ 82.00 | \$ 1,640.00 |
| SUBTOTAL: | | | \$ 1,640.00 |
| ALLOWANCE FOR SKYLIGHT LOAD TESTING | | | |
| Staff Engineer | 12 Hours | \$ 130.00 | \$ 1,560.00 |
| Materials | 1 Each | \$ 1,000.00 | \$ 1,000.00 |
| SUBTOTAL: | | | \$ 2,560.00 |
| MISCELLANEOUS | | | |
| Final Affidavit | 1 Per Permit | \$ 250.00 | \$ 250.00 |
| Project Engineering and Management 5% | | | \$ 1,225.00 |
| SUBTOTAL: | | | \$ 1,475.00 |
| MAN-HOURS | 224 | | |
| | | GRAND TOTAL: | \$ 39,833.00 |


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**OUSD GREEN LEAF ELEMENTARY AT WHITTIER EXPANSION AND RENOVATION
OAKLAND, CALIFORNIA
CEL #10-30014-PW
GEO #84-03335-PWB**

| PHASE 2 & 3 PRICING | | | |
|--|---------------------|-----------|---------------------|
| GEOTECHNICAL TESTING SERVICES | | | |
| Site Kickoff Meeting, On Site Soil Sampling | | | |
| Technician | 4 Hours | \$ 87.00 | \$ 348.00 |
| Observation and Testing - Mass Grading and Subgrade/ Subfilling Pad Preparation (Buildings B and C) | | | |
| Technician - 8 1/2 Time Days, 5 Half Times Days | 52 Hours | \$ 87.00 | \$ 4,524.00 |
| Lab. Atterberg Limits (ASTM D-4114) | 1 Test | \$ 215.00 | \$ 215.00 |
| Lab. Max Density/Cut Moisture per ASTM D1557 | 1 Tests | \$ 230.00 | \$ 230.00 |
| Observation and Testing - Utility Trench Backfills | | | |
| Technician - 8 1/2 Day | 32 Hours | \$ 87.00 | \$ 2,784.00 |
| Lab. Max Density/Cut Moisture per ASTM D1557 | 1 Test | \$ 230.00 | \$ 230.00 |
| Observation and Testing - Hardtop Subgrades | | | |
| Technician - 3 1/2 Day | 12 Hours | \$ 87.00 | \$ 1,044.00 |
| Engineering Observation - Building A, B and C Footing Takeoffs | | | |
| Geotechnical Engineer - 8 1/2 Day | 32 Hours | \$ 169.00 | \$ 5,408.00 |
| GEA Review and Reporting, GEOR (Geotechnical Engineering) Services during Construction | | | |
| Geotechnical Engineer | 18 Hours | \$ 149.00 | \$ 2,682.00 |
| Administrative | 2 Times | \$ 150.00 | \$ 300.00 |
| Final Affidavit Report (includes GEA-233) | Included Above | | |
| SUBTOTAL: | | | \$ 17,245.00 |
| REINFORCING | | | |
| As-Built Design Review | 5 Each | \$ 200.00 | \$ 1,000.00 |
| Dimensional Tagging Reinforcing Steel | 28 Hours | \$ 78.00 | \$ 2,184.00 |
| Rebar Bend and Tension Test | 12 Each | \$ 66.00 | \$ 792.00 |
| Batch Plant Inspection | 48 Hours | \$ 98.00 | \$ 4,704.00 |
| Concrete Sampling | 88 Hours | \$ 98.00 | \$ 8,624.00 |
| Concrete Compressive Tests | 95 Cylinders / Test | \$ 25.00 | \$ 2,375.00 |
| Sample Packages | 12 Tests | \$ 25.00 | \$ 300.00 |
| SUBTOTAL: | | | \$ 24,515.00 |
| STRUCTURAL STEEL | | | |
| Welding Procedure Specification Review | 2 Each | \$ 200.00 | \$ 400.00 |
| Shop Fabrication Inspection | 188 Hours | \$ 82.00 | \$ 15,416.00 |
| Field Inspection Bolt Assemblies | 12 Hours | \$ 218.00 | \$ 2,616.00 |
| Field Welding Inspection | 180 Hours | \$ 82.00 | \$ 14,760.00 |
| SUBTOTAL: | | | \$ 25,182.00 |
| FASTENING | | | |
| Thickness Verification/Sampling | 40 Hours | \$ 78.00 | \$ 3,120.00 |
| Density Tests | 32 Tests | \$ 24.00 | \$ 768.00 |
| SUBTOTAL: | | | \$ 3,888.00 |
| FASTENING AND SMOKE TESTS | | | |
| Fastening in 3/8" Scale | 40 Hours | \$ 82.00 | \$ 3,280.00 |
| SUBTOTAL: | | | \$ 3,280.00 |
| GLULAM FABRICATION | | | |
| Wood Fabrication Inspection (Construction) | 11 Hours | \$ 00.00 | \$ 0.00 |
| SUBTOTAL: | | | \$ 0.00 |
| PCIS (INSTALL) ANCHORS | | | |
| Installation of Anchors | 60 Hours | \$ 300.00 | \$ 18,000.00 |
| SUBTOTAL: | | | \$ 18,000.00 |
| MISCELLANEOUS | | | |
| Final Affidavit | 1 1/2 Hours | \$ 250.00 | \$ 375.00 |
| Project Organization and Management 5% | | | \$ 7,875.00 |
| SUBTOTAL: | | | \$ 8,250.00 |
| GRAND TOTAL: | | | \$ 73,960.00 |

[Signature]
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Client

OSD GREEN LEAF ELEMENTARY AT WHITTIER EXPANSION AND RENOVATION
OAKLAND, CALIFORNIA
CEL #10-30014PW

PRICING

Rate of Change: The proposed unit prices will be in effect through June 30, 2015. Thereafter, the unit prices are subject to an annual increase of four percent (4%) per year to reflect 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 |
| Travel or Geographical Shift Premium | \$10.00 per hour |
| Work from 5-7 Hours | 2-hour Minimum Billing |
| Work from 7-8 Hours | 1-hour Minimum Billing |
| Work from 8-9 Hours | 3-hour Minimum Billing |
| Work from 9-10 Hours | 3-hour Minimum Billing |
| Show-Up Time | 2-hour Minimum Billing |
| Setup/ Pick Up | \$25.00/7hr. |
| Laboratory Testing - with Fee | As per Testing Cost |
| Final Affidavit (per permit required) | |
| (includes 30 working days advanced notice) | \$150.00 |
| Extra Copies (over base per listed date) of Inspection Report and Final Affidavit | \$20.00/each |
| Project Engineering and Management | 1% of base |
| Responsibilities | Cost + 15% |
| QA/QC Plan Revision Procedures | Quotations upon Request |
| Out of Area Services (Support Mobile radius) | As Listed Below |
| Travel Time | Base Hourly Rate |
| Mileage | \$0.80/Mile |
| Per-Diem, including lodging | \$200.00/Day |

QUANTITY DISCLAIMER:

This quote outlined herein was based on the following sources:

- * DSA Form 1035 (submitted 11/25/15 (phase 1) and 3/9/15 (phase 2&3))
- * Plans dated 11/7/14 (phase 1) and specifications not dated (phase 1)
- * Plans and specifications dated 3/6/15 (phase 2&3)

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein.

It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities differ from estimates outlined herein, CEL shall be entitled to compensation for services rendered.

In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime.



CEL
Client
Inspection

EXHIBIT A



**CONSOLIDATED ENGINEERING
LABORATORIES**

March 18, 2015

Ms. Kenya Chatman
Oakland Unified School District
955 High Street
Oakland, California 94601

Via E-Mail: kenya.chatman@ousd.k12.ca.us

**Subject: OUSD Greenleaf Elementary at Whittier Expansion and Renovation
6328 East 17th St, Oakland, California 94621
CEL #10-30014PW; GEO #84-03335PW-A&B
Geotechnical Engineering, Materials Testing and Construction Inspection Services**

Dear Ms. Chatman:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide geotechnical engineering, materials testing and construction inspection services for the **OUSD Greenleaf Elementary at Whittier Expansion and Renovation project, located at 6328 East 17th St, 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:

- DSA form 103s Submitted November 25, 2014 (Phase 1) and March 6, 2015 (Phase 2 & 3);
- Plans dated November 17, 2014 (Phase 1) and specifications not dated (Phase 1);
- Plans and specifications dated March 6, 2015 (Phase 2 & 3);
- DSA Application numbers are unknown at the time of this cost proposal.

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

Bill Cale
Project Manager

BC/arh



BASIS OF GEOTECHNICAL ASSUMPTIONS

Geotechnical Engineer of Record (GEOR) services will be provided as a continuation of the geotechnical services initially provided through CEL's geotechnical engineering affiliate company, Geosphere Consultants. Per DSA regulations, a DSA-109 will be submitted which per DSA regulations technically allows geotechnical construction phase services to be continued under the CEL LEA.

Our geotechnical cost estimate represents a total initial budget estimate based from a review of the project civil and structural plans and initial project schedule, as well as DSA geotechnical and soils inspection and reporting requirements. Earthwork observation and testing was assumed to be provided as a minimum at a level consistent with DSA (i.e., California Building Code) requirements for compacted engineered fill construction and foundation observation. Any deviations in design from the materials provided may result in corresponding changes to actual project charges.

Our geotechnical budget estimate represents an initial overall estimated cost for all geotechnical and soils testing aspects of the project. Actual charges will be on a Time and Materials basis in response to inspection requests from the designated authorized client representative (usually the DSA Project Inspector). The final incurred charges on this project may be more or less than the quoted initial estimate.

Field density testing will be performed by an engineering technician or equivalent certified in the use of a nuclear gauge. The tests will be presented in accordance with ASTM D6938, D2950, and ASTM D1557. Our field testing will include performing of the following:

- Wet Density of soil/aggregate
- Moisture content of soil/aggregate
- Dry Density of soil/aggregate
- Total Density of placed asphalt concrete
- Percent Compaction as referenced to appropriate lab reference maximum density compaction test

General observations regarding the type of compaction equipment or earthwork observation will be contained in our field reports, however this is intended for informational purposes only and they do not constitute final engineering opinions. The summary documents as well as any supplemental letters reviewed and signed by our registered engineers are the only engineering opinions that should be relied on.

GEOR engineering tasks to be performed include field foundation observations, field report quality control and regular submittals of Daily Field Reports (DFRs) per DSA reporting requirements. Foundation observation is expected to consist of geotechnical observations of footing and pier excavations for structures as applicable to assess whether the actual foundation supporting materials are consistent with the materials encountered in the initial geotechnical field investigation and as such are capable of providing the supporting pressures assumed for the building design.

CEL will also provide applicable submittal reviews, responses to RFIs, geotechnical field and office consultations and troubleshooting, value engineering, and as-needed supplemental geotechnical engineering, and supplemental letters and reports as required. A final grading letter report, as well as DSA Closeout Form DSA-293 will be prepared and submitted at the completion of construction.

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**OUSD GREEN LEAF ELEMENTARY AT WHITTIER EXPANSION AND RENOVATION
OAKLAND, CALIFORNIA
CEL #10-30014PW
GEO #84-03335-PWA**

| PHASE 1 PRICING | | | | |
|---|----------------------|-------------|------------------------|------------------|
| Description | Quantity | Unit Rate | Subtotal | |
| GEOTECHNICAL ENGINEER OF RECORD | | | | |
| Site Kickoff Meeting, On Site Soil Sampling | | | | |
| Technician - | 4 Hours | \$ 87.00 | \$ 348.00 | |
| Observation and Testing - Mass Grading and Subgrade/ Building Pad Preparation (Buildings D and E) | | | | |
| Technician - 2 Full Time Days, 2 Half-Time Days | 24 Hours | \$ 87.00 | \$ 2,088.00 | |
| Lab, Atterberg Limits (ASTM D4318) | 1 Test | \$ 230.00 | \$ 230.00 | |
| Lab, Max Density/Opt Moisture per ASTM D1557 | 2 Tests | \$ 250.00 | \$ 500.00 | |
| Observation and Testing - Wall and Utility Trench Backfills | | | | |
| Technician - 10 Half Days | 40 Hours | \$ 87.00 | \$ 3,480.00 | |
| Lab, Max Density/Opt Moisture per ASTM D1557 | 1 Each | \$ 250.00 | \$ 250.00 | |
| Observation and Testing - Hardscape Subgrades | | | | |
| Technician - 4 Half Days | 16 Hours | \$ 87.00 | \$ 1,392.00 | |
| Lab, Max Density/Opt Moisture per ASTM D1557 | 1 Each | \$ 250.00 | \$ 250.00 | |
| Engineering Observation - Building A Ramp, Building D and E Footing Excavations and Walkway Canopy Foundations | | | | |
| Geotechnical Engineer - 5 Half days | 20 Hours | \$ 180.00 | \$ 3,600.00 | |
| QSA Review and Reporting, GEOR (Geotechnical Engineering) Services during Construction | | | | |
| Geotechnical Engineer | 14 Hours | \$ 160.00 | \$ 2,240.00 | |
| Administrative | 2 Hours | \$ 65.00 | \$ 130.00 | |
| Final Affidavit Report (includes DVA-294) | Issued Asap | | | |
| SUBTOTAL: | | | \$ 14,128.00 | |
| REINFORCED CONCRETE | | | | |
| Mix Design Review | 5 Each | \$ 200.00 | \$ 1,000.00 | |
| Sampling and Tagging Reinforcing Steel | 20 Hours | \$ 70.00 | \$ 1,400.00 | |
| Rebar Bend and Tensile Test | 20 Each | \$ 65.00 | \$ 1,300.00 | |
| Batch Plant Inspection | 40 Hours | \$ 70.00 | \$ 2,800.00 | |
| Concrete Sampling | 44 Hours | \$ 70.00 | \$ 3,080.00 | |
| Concrete Compressive Tests | 55 Cylinders, 7 Sets | \$ 25.00 | \$ 1,375.00 | |
| Sample Pick-Ups | 10 Trips | \$ 25.00 | \$ 250.00 | |
| SUBTOTAL: | | | \$ 11,205.00 | |
| STRUCTURAL STEEL | | | | |
| Welding Procedure Specification Review | 2 Each | \$ 200.00 | \$ 400.00 | |
| Shop Fabrication Inspection | 40 Hours | \$ 82.00 | \$ 3,280.00 | |
| Field Welding Inspection | 40 Hours | \$ 82.00 | \$ 3,280.00 | |
| SUBTOTAL: | | | \$ 6,960.00 | |
| FIREPROOFING | | | | |
| Thickness Verification/Sampling | 20 Hours | \$ 78.00 | \$ 1,560.00 | |
| Density Tests | 5 Each | \$ 65.00 | \$ 325.00 | |
| SUBTOTAL: | | | \$ 1,885.00 | |
| RESTOPPING AND SMOKE SEALS | | | | |
| Restopping and Smoke Seals | 20 Hours | \$ 82.00 | \$ 1,640.00 | |
| SUBTOTAL: | | | \$ 1,640.00 | |
| ALLOWANCE FOR SKYLIGHT LOAD TESTING | | | | |
| Staff Engineer | 12 Hours | \$ 130.00 | \$ 1,560.00 | |
| Material | 1 Each | \$ 1,000.00 | \$ 1,000.00 | |
| SUBTOTAL: | | | \$ 2,560.00 | |
| MISCELLANEOUS | | | | |
| Final Affidavit | 1 Per Permit | \$ 250.00 | \$ 250.00 | |
| Project Engineering and Management 3% | | | \$ 1,225.00 | |
| SUBTOTAL: | | | \$ 1,475.00 | |
| MAN-HOURS | 224 | | GRAND TOTAL: \$ | 39,833.00 |

CEL Client
Initials Initials

**OUSD GREEN LEAF ELEMENTARY AT WHITTIER EXPANSION AND RENOVATION
OAKLAND, CALIFORNIA
CEL #10-30014-PW
GEO #84-03335-PWB**

| PHASE 2 & 3 PRICING | | | |
|--|---------------------|---------------------|---------------------|
| GEOTECHNICAL TESTING SERVICES | | | |
| Site Kickoff Meeting, On Site Soil Sampling | | | |
| Technician | 4 Hours | \$ 87.00 | \$ 348.00 |
| Observation and Testing - Mass Grading and Subgrade/ Building Pad Preparation (Buildings B and C) | | | |
| Technician - 4 Full Time Days, 5 Half Times Days | 52 Hours | \$ 87.00 | \$ 4,524.00 |
| Lab, Atterberg Limits (ASTM D4318) | 1 Test | \$ 235.00 | \$ 235.00 |
| Lab, Max Density/Cbr Moisture per ASTM D1557 | 1 Tests | \$ 250.00 | \$ 250.00 |
| Observation and Testing - Utility Trench Backfills | | | |
| Technician - 8 Half Days | 32 Hours | \$ 87.00 | \$ 2,784.00 |
| Lab, Max Density/Cbr Moisture per ASTM D1557 | 1 Each | \$ 250.00 | \$ 250.00 |
| Observation and Testing - Hardscape Subgrades | | | |
| Technician - 3 Half Days | 12 Hours | \$ 87.00 | \$ 1,044.00 |
| Engineering Observation - Building A, B and C Footing Excavations | | | |
| Geotechnical Engineer - 8 Half days | 32 Hours | \$ 160.00 | \$ 5,120.00 |
| DSA Review and Reporting, GEOR (Geotechnical Engineering) Services during Construction | | | |
| Geotechnical Engineer | 16 Hours | \$ 160.00 | \$ 2,560.00 |
| Administrative | 2 Hours | \$ 65.00 | \$ 130.00 |
| Final Affidavit Report (Includes DSA-294) | Included Above | | |
| SUBTOTAL: | | | \$ 17,246.00 |
| REINFORCED CONCRETE | | | |
| Mix Design Review | 5 Each | \$ 200.00 | \$ 1,000.00 |
| Sampling and Tagging Reinforcing Steel | 28 Hours | \$ 70.00 | \$ 1,960.00 |
| Rebar Bend and Tensile Test | 12 Each | \$ 65.00 | \$ 780.00 |
| Batch Plant Inspection | 48 Hours | \$ 70.00 | \$ 3,360.00 |
| Concrete Sampling | 68 Hours | \$ 70.00 | \$ 4,760.00 |
| Concrete Compression Tests | 95 Cylinders / Sets | \$ 25.00 | \$ 2,375.00 |
| Sample Pick-Ups | 12 Trips | \$ 25.00 | \$ 300.00 |
| SUBTOTAL: | | | \$ 14,535.00 |
| STRUCTURAL STEEL | | | |
| Welding Procedure Specification Review | 2 Each | \$ 200.00 | \$ 400.00 |
| Shop Fabrication Inspection | 160 Hours | \$ 82.00 | \$ 13,120.00 |
| High Strength Bolt Assembly | 12 Hours | \$ 210.00 | \$ 2,520.00 |
| Field Welding Inspection | 160 Hours | \$ 82.00 | \$ 13,120.00 |
| SUBTOTAL: | | | \$ 29,160.00 |
| FIREPROOFING | | | |
| Thickness Verification/Sampling | 40 Hours | \$ 78.00 | \$ 3,120.00 |
| Density Tests | 12 Each | \$ 65.00 | \$ 780.00 |
| SUBTOTAL: | | | \$ 3,900.00 |
| RESTOPPING AND SMOKE SEALS | | | |
| Firestopping and Smoke Seals | 40 Hours | \$ 82.00 | \$ 3,280.00 |
| SUBTOTAL: | | | \$ 3,280.00 |
| GLU-LAM FABRICATION | | | |
| Wood Fabrication Inspection (Cooklines) | 12 Hours | \$ 90.00 | \$ 1,080.00 |
| SUBTOTAL: | | | \$ 1,080.00 |
| POST-INSTALLED ANCHORS | | | |
| Proofload or Torque Testing | 40 Hours | \$ 70.00 | \$ 2,800.00 |
| SUBTOTAL: | | | \$ 2,800.00 |
| MISCELLANEOUS | | | |
| Final Affidavit | 1 Per Permit | \$ 250.00 | \$ 250.00 |
| Project Engineering and Management 5% | | | \$ 2,050.25 |
| SUBTOTAL: | | | \$ 3,000.25 |
| MAN-HOURS | 608 | GRAND TOTAL: | \$ 75,000.25 |



**OUSD GREEN LEAF ELEMENTARY AT WHITTIER EXPANSION AND RENOVATION
OAKLAND, CALIFORNIA
CEL #10-30014PW**

PRICING

Basis of Charges: The proposed unit rates will be in effect through June 30, 2015. 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 |
| Senior or Graveyard Shift Premium | \$10.00 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 | 1-Hour Minimum Billing |
| Sample Pick-Up | \$25.00/Trp |
| Laboratory Testing -- Rush Fee | Add 50% to Testing Cost |
| Final Affidavit (per permit number) | |
| (request six working days advanced notice) | \$250.00 |
| 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% |
| CA/QC Plan Writes 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 |

QUANTITY DISCLAIMER:

This quote outlined herein was based on the following sources:

- * DSA Ford 1035 submitted 11/25/15 (phase 1) and 3/6/15 (phase 2&3)
- * Plans dated 11/7/14 (phase 1) and specifications not dated (phase 1)
- * Plans and specifications dated 3/6/15 (phase 2&3)

This proposal is limited to the scope of services, the number of inspection hours, and the number of associated tests identified herein. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein.

It is recognized that additional services rendered herein under this proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered.

In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime.

| | |
|--------------|-----------------|
| _____ CEL | _____ Client |
| Initials | Initials |

PHASE 1 SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

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, prior to fabrication of the steel. 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 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.

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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

As required by the California Building Code (CBC), at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per American Society for Testing and Materials (ASTM) guidelines.

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.

FIREPROOFING

California Building Code (CBC) Standard 43-8 requires thickness verification of twenty five percent (25%) of structural steel columns and primary beams on each story, and on 10 percent (10%) of secondary beams. Floor decking requires four readings per 1,000 square feet. In addition, the substrate will be verified prior to the application of all fireproofing material. Density will be checked on one beam, column and floor per 2,500 square feet of floor area in accordance with American Society for Testing and Materials (ASTM) E-605. If specified, Adhesion/Cohesion testing will be performed.

FIRE STOPPING AND SMOKE SEALS

We will provide periodic inspection of fire stopping and fire safing material consistent with approved project plans and specifications, and manufacturing product data sheets.

Including the following:

- Substrait preparation;
- Backer rod placement;
- Instaliation of fire safing and stopping materials.

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CONSOLIDATED ENGINEERING
LABORATORIES

OUSD Greenleaf Elementary at Whittier
March 18, 2015 * CEL #10-30014PW

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.

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PHASE 2 & 3 SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

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, prior to fabrication of the steel. 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 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.

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Initials

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Initials



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

As required by the California Building Code (CBC), at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per American Society for Testing and Materials (ASTM) guidelines.

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.

FIREPROOFING

California Building Code (CBC) Standard 43-8 requires thickness verification of twenty five percent (25%) of structural steel columns and primary beams on each story, and on 10 percent (10%) of secondary beams. Floor decking requires four readings per 1,000 square feet. In addition, the substrate will be verified prior to the application of all fireproofing material. Density will be checked on one beam, column and floor per 2,500 square feet of floor area in accordance with American Society for Testing and Materials (ASTM) E-605. If specified, Adhesion/Cohesion testing will be performed.

FIRE STOPPING AND SMOKE SEALS

We will provide periodic inspection of fire stopping and fire safing material consistent with approved project plans and specifications, and manufacturing product data sheets.

Including the following:

- Substrait preparation;
- Backer rod placement;
- Installation of fire safing and stopping materials.

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CONSOLIDATED ENGINEERING
LABORATORIES

OUSD Greenleaf Elementary at Whittier
March 18, 2015 * CEL #10-30014PW

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.

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.

CEL
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2015

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

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


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

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 | 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 - COMPROP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| A | AUTOMOBILE LIABILITY <input 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 | 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"/> EXCESS LIAB <input checked="" 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 | Y/N | N/A | X 036332881 | 07/01/2014 | 07/01/2015 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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 | | | EO00004162-05 100,000 DED | 07/01/2014 | 07/01/2015 | Ea Claim 2,000,000 Aggregate 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OUSD Greenleaf Elementary at Whittier 13126. CEL No. 10-30014PW
Oakland Unified School District and the State of California and their agents, representatives, employees, trustees, officers, consultants, and volunteers are additional insureds on a primary and non contributory basis

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

ENDORSEMENT

This endorsement, effective 07/01/2014 forms a part of

policy No. 7133088 issued to Quality Assurance Engineering dba Consolidated Engineering Laboratories

by National Union Fire Ins. Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Ellen Begun

Authorized Representative or
Countersignature (in States Where
Applicable)

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As per written contract between the named insured and the party requesting this endorsement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) (Vendor) | Your Products |
|--|---------------|
| Vendors who sell your products | All Products |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

ENDORSEMENT

This endorsement, effective 07/01/2014 forms a part of

policy No. 3500812 issued to Quality Assurance Engineering
dba Consolidated Engineering Laboratories

by National Union Fire Ins. Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

Ellen Begun

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 07/01/2014 forms a part of

policy No. 3500812 issued to Quality Assurance Engineering
dba Consolidated Engineering Laboratories

by National Union Fire Ins. Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Ellen Begun

Authorized Representative or
Countersignature (in States Where
Applicable)



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

| Project Information | | | |
|--|---|------|-----|
| Project Name | Whittier (Greenleaf) Expansion – New Construction | Site | 163 |
| 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 | Bill Cale | | | | |
| OUSD Vendor ID # | 1023870 | Title | Project Manager | | | | |
| Street Address | 534-23 rd Avenue | City | Oakland | State | CA | Zip | 94606 |
| Telephone | 510-460-0581 | 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 # | 13126 | | | | | | |

| Term | | | |
|----------------------|-----------|---|------------|
| Date Work Will Begin | 6-24-2015 | Date Work Will End By <small>(not more than 5 years from start date)</small> | 12-31-2017 |

| Compensation | | | |
|-------------------------------|----|------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$114,833.25 |
| 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 |
| 9350 | Measure J | 1639905820 | 6265 | \$114,833.25 |

| 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 | Charles Love | Phone | 510-535-7081 | Fax 510-535-7082 |
| 1. | Capital Program Contract & Accounting Manager | | | | |
| | Signature | | | Date Approved | 5/15/15 |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | | | Date Approved | 5-16-15 |
| 3. | Interim Deputy Chief, Facilities Planning and Management | | | | |
| | Signature | | | Date Approved | 5/20/15 |
| 4. | Chief Operations Officer | | | | |
| | Signature | | | Date Approved | 5/29/15 |
| 5. | President, Board of Education | | | | |
| | Signature | | | Date Approved | |