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Introduction Date	2-8-2023
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Enactment Date	2/8/2023 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date February 8, 2023

Subject Agreement for Materials Testing and Special Inspection Services – Consolidated Engineering Laboratories – Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement for Materials Testing and Special Inspection Services by and between the District and Consolidated Engineering Laboratories, Oakland, California, for the latter to provide materials testing and special inspections construction inspection services as required by the Division of State Architect (DSA) for the Solar Initiative Various Sites- Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project in the not-to-exceed amount of \$50,258.78, which includes a not-to-exceed amount of \$4,568.98 for any additional services, with work scheduled to commence on February 9, 2023, and scheduled to last until August 31, 2023, pursuant to the Agreement.

Discussion Consultants is providing materials testing and special inspections services for the Solar Initiative Various Sites-Acorn Woodland Elementary/Lockwood STEAM Academy and the New Highland Academy Project and was selected based on a RFP process, although not required for specially trained services. (Public Contract Code §20111(d); and Government §53060.)

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Agreement for Materials Testing and Special Inspection Services by and between the District and Consolidated Engineering Laboratories, Oakland, California, for the latter to provide materials testing and special inspections construction inspection services as required by the Division of State Architect (DSA) for the Solar Initiative Various Sites- Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project in the not-to-exceed amount of \$50,258.78, which includes a not-to-exceed amount of \$4,568.98 for any additional services, with work scheduled to commence on February 9, 2023, and scheduled to last until August 31, 2023, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Insurance Certificate
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 23-0063

Department: Facilities Planning and Management

Vendor Name: Consolidated Engineering Laboratories

Project Name: Solar Initiative Various Sites-Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy **Project No.: 21118**

Contract Term: Intended Start: 2-9-2023 Intended End: August 31, 2023

Total Cost Over Contract Term: \$50,258.78

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Consolidated Engineering Laboratories was chosen directly based on scores through an RFP process.

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

Consolidated Engineering Laboratories shall provide materials testing and special inspections construction inspection services for the Solar Initiative Various Sites - Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The district received proposals through an RFQ/P process, which includes review/scoring of proposals. Consolidated Engineering Laboratories was selected based on the highest interview scores and because their prices were fair and reasonable compared to the prices submitted by the other responding consultants.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Consultant is providing materials testing and special inspection services for the Solar Initiative Project – Acorn Woodland Elementary School / Lockwood STEAM Academy & New Highland Academy for the District.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Department of Facilities Planning and Management

MEMORANDUM

Date: October 25th, 2021

To: Colland Jang

From: Philip Lang, LBU Consultant

Subject: LBU Waiver

Material Testing and Special Inspection Services
for Various Measure Y Bond Program School Sites

As required by the Oakland Unified School District's Local Business Policy, a review of the approved certifying agencies local business databases was conducted to identify potential certified firms for this project.

NAICS Code:

NAICS Code - 541380 Testing Laboratories

- Local Certified Firms
 - LBE (or equivalent) – 2
 - SLBE (or equivalent) – 5
 - Total = 7

- Local Certified + DSA Certified
 - LBE (or equivalent) – 1
 - SLBE (or Equivalent) – 1
 - Total = 2

-

Based on the lack of availability of Small/Local firms and Small/Local DSA Certified firms, it is our recommendation to waive the entire Local Business Enterprise requirement for the above referenced project.

Cc: Kenya Chatman
Tadashi Nakadegawa

Local Business Utilization Program Consultants



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

THIS AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES ("Agreement") is made and entered into effective February 9, 2023, by and between the Oakland Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and Consolidated Engineering Laboratories (the "Consultant"), with respect to the following recitals:

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

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

1. **Retention of Consultant.** District retains Consultant to perform, and Consultant agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the materials testing and special inspection services specified in this Agreement. Consultant agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by materials testing and special inspection consultants specially qualified to provide the services required by the District.
2. **Description of Project.** The project concerning which such materials testing and special inspection services shall be provided ("the Project") is described as the following: To provide materials testing and special construction inspection services as required by the Division of State Architects (DSA), for the Solar Initiative Project.
3. **Term; Basic Services.** The term for performance of the Basic and Additional Services ("Services") shall be the duration of the Project ("Term"), and Consultant shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of August 31, 2023, but may not be completed until later if delays in design or construction arise. Consultant's "Basic Services"

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

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

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

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

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

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

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

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

h. Interfere in contractor/subcontractor relationships.

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

Consultant shall retain all samples through completion of the project.

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

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

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

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

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

e. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use therefrom; or

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

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

Comprehensive General Liability

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

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

Comprehensive Automobile Liability

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

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

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

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

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

9. Termination.

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

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

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

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

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

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

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

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

Consultant: Consolidated Engineering Laboratories
Attn: William Cale
534 23rd Avenue
Oakland, CA 94606

District: Oakland Unified School District

Attn: Tadashi Nakadegawa
955 High Street
Oakland, California 94601

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

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

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

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

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

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

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

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

23. **Warranty of Authority.** The persons signing this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

24. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the Agreement for Material Testing and Special Inspection Services – Consolidated Engineering Laboratories – Solar Initiative Project -Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy- \$50,258.78
{SR694862}

other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

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

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

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

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

CONSULTANT: CONSOLIDATED ENGINEERING LABORATORIES

Name: Rob Morse *R. Morse*


Title: Senior Vice President Date: 1/18/2023

DISTRICT

Oakland Unified School District

[Signature] 2/9/2023
Mike Hutchinson, President Date
Board of Education

Agreement for Material Testing and Special Inspection Services – Consolidated Engineering Laboratories – Solar Initiative Project -Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy- \$50,258.78 {SR694862}



2/9/2023

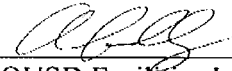
Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education



1/19/2023

Tadashi Nakadegawa Date
Deputy Chief, Facilities Planning and Management

Approved As To Form:



1/18/23

OUSD Facilities Legal Counsel Date

EXHIBIT A

Payments

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

For Basic Services, Consultant's total compensation shall not exceed FORTY-FIVE THOUSAND SIX HUNDRED EIGHTY-NINE DOLLARS AND 89/100 (\$45,689.89), which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its December 7, 2022, fee estimate. Consultant acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

For Additional Services, Consultant's total contingency compensation shall not exceed FOUR THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS AND 89/100 (\$4,568.89). Consultant shall not be entitled to payment for Additional Services unless prior to performance of them Consultant was authorized by District in writing to perform them.

The total price under this Agreement for Basic and Additional Services shall not exceed FIFTY THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS AND 78/100 (\$50,258.78).

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

EXHIBIT B

Hourly Rates

2.5 | PROFESSIONAL FEES

OUSD 2023 PUBLISHED FEE SCHEDULE CONSTRUCTION INSPECTION AND MATERIALS TESTING

Effective January 1, 2023 through December 31, 2023

ENGINEERING SERVICES	UNIT RATE	UNIT
Principal/Principal Engineer	\$266.00	hour
Geotechnical Engineer	\$210.00	hour
Senior Engineer	\$210.00	hour
Metallurgical Engineer	\$210.00	hour
Project Engineer/Geologist	\$175.00	hour
Staff Engineer	\$175.00	hour
Assistant Engineer	\$130.00	hour
Field Supervisor	\$130.00	hour
Lab Technician	\$100.00	hour
INSPECTION SERVICES	UNIT RATE	UNIT
ICC/AWS Inspector with NDT Equipment	\$135.00	hour
ICC/AWS Inspector (Visual Only)	\$130.00	hour
ICC Certified Inspector	\$130.00	hour
Proofload Testing/Anchor Installation Inspector	\$130.00	hour
Mechanical Inspector	\$130.00	hour
Electrical Inspector	\$130.00	hour
Plumbing Inspector	\$130.00	hour
OSHPD IFC Premier Certified Firestop Inspector	\$135.00	hour
DSA Masonry/Shotcrete Inspector	\$135.00	hour
Waterproofing Technician	\$125.00	hour
Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$128.00	hour
SPECIALIZED SERVICES	UNIT RATE	UNIT
Pachometer	\$176.00	hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$210.00	hour
Ground Penetrating Radar (GPR)		
- One Man Crew	\$233.00	hour
Floor Flatness Testing:		
- Surveying/Inspection	\$205.00	hour
Phased Array Technician	\$135.00	hour
Profileograph Technician	\$135.00	hour
Profileograph Equipment	Quotation on Request	
CORING SERVICES	UNIT RATE	UNIT
Coring Machine Operator	\$165.00	hour
Helper (add per hour)	\$95.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$9.00	inch
Diamond Drill Bit Charges, per inch 6" and over	Quotation on Request	
CONCRETE	UNIT RATE*	UNIT
Concrete Mix Design Review	\$345.00	each
Trial Batches, Prepared in Laboratory C192	\$1,100.00	each

Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$510.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$70.00	each
Compression 4x8 Cylinders ASTM C 39	\$70.00	each
Compression, Core (including end preparation), ASTM C 42	\$135.00	each
Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$90.00	each
Epoxy Grout 2x2 Cube Compression ASTM C 579	\$90.00	each
Cylinders, Stored 60 days (hold cylinders)	\$40.00	each
Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$145.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$105.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$105.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$115.00	each
Flexural Strength of Concrete, ASTM C 78	\$110.00	each
Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$1,430.00	each
Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$2,100.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$115.00	each
Chloride Ion Content, AASHTO T260	\$210.00	each
SOIL MECHANICS	UNIT RATE*	UNIT
Moisture/Density Curve		
Standard Proctor ASTM D 698	\$330.00	each
Modified Proctor ASTM D 1557	\$370.00	each
Checkpoint (ASTM or Caltrans)	\$175.00	each
California Impact, CT 216	\$350.00	each
Rock Correction for Oversize Material, ASTM D4718/CT 216	\$130.00	each
Sieve Analysis		
Bulk Sample Gradation, ASTM C 136/C117/CT 202	\$215.00	each
Material Finer than #200 Sieve, ASTM C 117	\$105.00	each
Soil Mechanics		
"R" Value, ASTM D 2844/CT 301	\$460.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$140.00	each
Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$230.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$290.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$795.00	each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$905.00	each
Moisture-Density Sample Tubes ASTM D2937	\$80.00	each
Water Content of Soil and Rock ASTM D2216/CT 226	\$60.00	each

2.5 | PROFESSIONAL FEES

AGGREGATES	UNIT RATE*	UNIT			
Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	\$215.00	each	Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	\$190.00	each
Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	\$105.00	each	Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	\$190.00	each
Sieve Analysis, Coarse Agg (3" to #4), ASTM C136/CT202	\$180.00	each	Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$195.00	each
Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	\$180.00	each	Ignition Oven Calibration Factor ASTM D6307/ CT382	\$300.00	each
Specific Gravity (Coarse), ASTM C 127/CT 206	\$150.00	each	Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	\$215.00	each
Specific Gravity (Fine), ASTM C 128/CT 207	\$185.00	each	Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	\$1,050.00	each
Absorption, Coarse Agg or Fine Agg , ASTM C 127/ASTM C 128	\$110.00	each	Marshall Compaction (Lab Mix), per point, ASTM D 6926	\$145.00	each
Uncompacted Void Content of Fine Aggregate CT234	\$170.00	each	Marshall Compaction (Plant Mix), per point, ASTM D 6926	\$120.00	each
Organic Impurities in Concrete Sand, ASTM C 40/ CT213	\$135.00	each	Marshall Flow and Stability, per point, ASTM D 6926	\$95.00	each
L.A. Rattler, ASTM C 131/CT 211 (100 rev & 500 rev)	\$350.00	each	Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$1,985.00	each
L.A. Rattler for Large-Size Coarse Aggregate, ASTM C 535/CT 211 (500 rev)	\$400.00	each	Swell of Bituminous Mixtures, CT 304/305	\$245.00	each
Clay Lumps & Friable Particles ASTM C142	\$170.00	each	ASPHALTIC CEMENT	UNIT RATE*	UNIT
Fractured Particles in Coarse Agg ASTM D5821	\$185.00	each	Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$80.00	each
Lightweight Particles in Aggregate ASTM C123	\$145.00	each	Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$115.00	each
Staining of Lightweight Aggregate ASTM C641	\$280.00	each	Kinematic Viscosity of Asphalt, ASTM D 2170/ AASHTO T201	\$190.00	each
Sulfate Soundness (per sieve size), ASTM C88	\$150.00	each	Absolute Viscosity of Asphalt, ASTM D2170/ AASHTO T201	\$190.00	each
Unit Weight of Aggregates, ASTM C 29	\$120.00	each	Viscosity (Asphalt Institute Method)	\$215.00	each
Flat and Elongated Particles in Coarse Aggregate, ASTM D4791	\$200.00	each	Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$200.00	each
% Crushed Particles, CT 205	\$280.00	each	Residue by Evaporation, ASTM D244/AASHTO T59	\$240.00	each
Cleanness Value, CT 227	\$170.00	each	Extraction and Recovery, ASTM D2172/ASTM D 1856	\$940.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$150.00	each	MASONRY	UNIT RATE*	UNIT
Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	\$150.00	each	Concrete Blocks		
Durability Index (Coarse and Fine Agg) ASTM D 3744/CT 229	\$200.00	each	Compression, Gross Area, ASTM C 140	\$120.00	each
Moisture Content of Aggregate ASTM C566	\$60.00	each	Compression, Gross Area, Unusual Shape, ASTM C 67	\$130.00	each
Potential Alkali Reactivity of Aggregates ASTM C1260	\$1,200.00	each	Compression, Net Area, ASTM C 140	\$110.00	each
C33 Coarse Aggregate Qualification Testing (ASTM C33)	\$3,310.00	each	Absorption and Moisture, ASTM C 140	\$170.00	each
C33 Fine Aggregate Qualification Testing (ASTM C33)	\$2,975.00	each	Linear Shrinkage ASTM C 426	\$190.00	each
HOT MIX ASPHALT (HMA)	UNIT RATE*	UNIT	Dimensional Measurement of Masonry Units ASTM C 140	\$75.00	each
Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT 308	\$105.00	each	Bricks		
Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT 308	\$120.00	each	Absorption, with saturation Coefficient, ASTM C 67	\$120.00	each
Bulk Sp. Gravity & Density of Compacted Asphalt Concrete ASTM D 2726/CT 308	\$90.00	each	Compression, ASTM C 67	\$110.00	each
Bulk Sp.Gr. & Density-Parafilm Coated Compacted Asphalt Conc. ASTM D 1188/CT 308	\$100.00	each	Modulus of Rupture, ASTM C 67	\$110.00	each

2.5 | PROFESSIONAL FEES

Grout

Compression, Grout Prisms, ASTM C 1019	\$85.00	each
Compression, Mortar Cylinders, ASTM C 780	\$65.00	each
Compression, Composite Prisms, ASTM C 1314	\$205.00	each
Compression, Masonry Core, ASTM C 140	\$120.00	each
Shear, Masonry Core, CCR Title 24	\$130.00	each

REINFORCING STEEL - ASTM A 615/A706

	UNIT RATE*	UNIT
Tensile Strength and Bend Test		
Samples, Size #3 - #10	\$130.00	each
Samples, Size #11	\$150.00	each
Samples, Size #14	\$235.00	each
Samples, Size #18 (Full Section)	\$500.00	each

PRESTRESSING STEEL - ASTM A 416

	UNIT RATE*	UNIT
Uncoated 7 Wire Strand, 1/4" to 1/2"		
Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, (add \$ 45.00 per test; for Modulus of Elasticity, add \$ 45.00 per test)	\$357.00	each
Breaking Strength Only	\$205.00	each

STRUCTURAL STEEL (mild steel not over one inch thick)

	UNIT RATE*	UNIT
Tensile Strength, ASTM A 370 (test only)		
Samples, Under 1-1/2 square inch in cross section	\$182.00	each
Samples, 1-1/2 square inch and over in cross section	\$221.00	each
Chemical Analysis	\$200.00	each
Bending	\$85.00	each
Anchor Bolts, ASTM F1554, tensile	\$221.00	each
High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449		
Bolt Assembly Test	\$323.00	each
Bolts Proof Load and Ultimate	\$131.00	each
Nuts Proof Load	\$74.00	each
Hardness (Rockwell)	\$40.00	each

WELDMENT TESTING (mild steel not over one inch thick)

	UNIT RATE*	UNIT
Transverse Tensile	\$165.00	each
Transverse Side Bend	\$120.00	each
Transverse Root and Face Bend	\$120.00	each
Macroetch	\$120.00	each
0.505" Tensile Specimen	\$135.00	each
Charpy V-Notch Specimen	\$187.00	each
Preparation of WPS, PQR, or Welder Certificate	\$155.00	each

NONDESTRUCTIVE TESTING

Radiography

Radiographic Testing-Weld Procedure Qualification (physical testing not included)	\$550.00	each
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Consultation	\$130.00	hour
One-Person Crew	\$130.00	hour
Film	\$20.00	each
Magnetic Particle Level III (ASNT)	\$140.00	hour
Magnetic Particle Level II (ASNT)	\$135.00	hour
Ultrasonic Level III (ASNT)	\$140.00	hour
Ultrasonic Level II (ASNT)	\$135.00	hour
Dye Penetrant Level III (ASNT)	\$140.00	hour
Dye Penetrant Level II (ASNT)	\$135.00	hour

ROOFING

	UNIT RATE*	UNIT
Ply Count and Asphalt by Difference, ASTM D 2829	\$160.00	each
Weight Analysis, ASTM D 2829	\$85.00	each

FIREPROOFING

	UNIT RATE*	UNIT
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$85.00	each
Cohesion/Adhesion, ASTM E 736	\$50.00	each

FIRE/LIFE SAFETY SYSTEMS

	UNIT RATE*	UNIT
Fire/Life Safety Systems Inspection	\$140.00	hour
Mechanical Engineer	\$250.00	hour
Staff Engineer	\$190.00	hour

Final Affidavit (Request 6 Working Days Advance Notice) Quotation on Request

GEOTEXTILE FABRIC

	UNIT RATE*	UNIT
Tensile Strength by Grab Method	\$370.00	each
Puncture Resistance, Index, ASTM D 4833	\$254.00	each
Trapezoidal Tear	\$281.00	each
Mass Per Unit Area, ASTM D 3776	\$188.00	each
Simulated Asphalt Retention, ASTM D 4830	\$463.00	each
Unit Weight Analysis, ASTM S 2329	\$80.00	each
Ply Count and Void Analysis, ASTM D 2329	\$150.00	each

CEMENT

	UNIT RATE*	UNIT
Storage of Grab Sample, 60 days	\$22.00	each
Cement Content of Hardened Concrete, ASTM C 1084	\$2,460.00	each

GFRC PANEL TEST

	UNIT RATE*	UNIT
Flexural Testing, per P.C.I Recommended Practice	\$71.00	each
Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$140.00	each
Fiberwrap Testing (ASTM D3039)	\$714.00	set

SPECIALTY GEOTECHNICAL TESTING

	UNIT RATE*	UNIT
Sieve Analysis, Minus #200 by Wash ASTM D1140	\$85.00	each
Consolidation (ASTM D2435, D4546)	\$190.00	each
Time-Consolidation (ASTM D2435)	\$85.00	each
Collapse/Swell (ASTM D4546)	\$100.00	each
Unconfined Compressive Strength (ASTM D2166)	\$115.00	each
Direct Shear (3 pt.)	\$1,050.00	each

2.5 | PROFESSIONAL FEES

California Bearing Ratio, 1 pt. (ASTM D1883)	\$265.00	each	Reports on CD	\$150.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$630.00	each	Project Engineering and Management	10% of Fees	
Water Soluble Sulfate	\$60.00	each	Credit Card Payment of Fees	2.5% Premium	
pH (ASTM D4972)	\$80.00	each	Certified Payroll Processing	\$125.00 per invoice	
Lab Resistivity	\$100.00	each	Reimbursables	Cost + 15%	
MISCELLANEOUS GEOTECHNICAL CHARGES	UNIT RATE	UNIT	QA/QC Plan Written Procedures	Quotation on Request	
Vehicle Charges (Over 40-Mile Radius)			Out of Area Services (Beyond 40-Mile Radius)	As Listed Below:	
Truck, 2-Wheel Drive	\$0.50	mile	Travel Time	Basic Hourly Rate	
Truck, 4-Wheel Drive	\$0.60	mile	Mileage	\$0.625	mile
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)		Cost + 15%	Per-diem, Including Lodging	\$120.00	day
Clerical Services	\$78.00	hour			
MISCELLANEOUS TESTS & INSPECTIONS	UNIT RATE	UNIT			
Calibration of Hydraulic Rams	\$250.00	each			
Universal Testing Machine with Technician	\$275.00	hour			
Instron Testing Machine with Technician	\$275.00	hour			
Windsor Test Probes		Quotation on Request			
Weld Procedure Review	\$300.00	each			
Expert Witness	\$3,000.00	day			
BASIS OF CHARGES	UNIT RATE	UNIT			
<i>The proposed unit rates will be in effect through December 31, 2023. Thereafter, the unit rates are subject to an annual increase of five and one-half percent (5.5%) per year to mitigate the annual operating cost increases.</i>					
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 Saturday		Double Time			
Work on Sundays/Holidays		Double Time			
Swing or Graveyard Shift Premium	\$12.50	hour			
Work from 0 to 2 Hours		2-Hour Minimum Billing			
Work from 2 to 4 Hours		4-Hour Minimum Billing			
Work from 4 to 6 Hours		6-Hour Minimum Billing			
Work from 6 to 8 Hours		8-Hour Minimum Billing			
Show-Up Time		2-Hour Minimum Billing			
Same-Day Service Call Requests	\$200.00	each			
Sample Pick-Up	\$90.00	trip			
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)		2 x Sample Pick-Up Rate			
Trip Charge	\$100.00	trip			
Laboratory Testing - Rush Fee		Add 50% to Testing Cost			
Technician with Nuclear Gauge Portal-to-Portal	\$85.00	trip			
Final Affidavit per each Applicable Permit (Request 6 working days in advance)	\$400.00	each			
DSA Interim Verified Reports	\$150.00	each			
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	\$20.00	each			



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Solar Initiative Various Sites -Acord Woodland ES/Lockwood STEAM Academy & New Highland Academy	Site	918
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Basic Directions

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

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

Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	William Cale, Jr.		
OUSD Vendor ID #	001171	Title	Senior Project Manager		
Street Address	534 23 rd Avenue	City	Oakland	State	CA
Telephone	925-341-7100	Zip	94606	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 #	21118				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-9-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-31-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$50,258.78
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9864	Fund 21, Measure Y	210-9655-0-9864-8500-6265-918-9180-9906-9999-21118	6265	\$50,258.78

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.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	1/19/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form	Date Approved	1/18/23		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	1/19/2023		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			