

<b>Board Office Use: Legislative File Info.</b>	
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Introduction Date	10-23-2019
Enactment Number	19-1571
Enactment Date	10/23/19 os



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students

# Memo (Non-Bid)

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
 Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** October 23, 2019

**Subject** Agreement for Engineering Services - Consolidated Engineering Laboratories - Cole Administration Center Project

**Action Requested** Approval by the Board of Education of Resolution No. 1920-0037, Agreement for Engineering Services on behalf of the District to **Consolidated Engineering Laboratories**, Oakland, California, for the **Cole Administration Center Project** (“Project”) in the amount of **\$71,500.00** (“Contract”), as the selected engineer, and authorizing the President and Secretary of the Board to sign the Agreement for same with said engineer with work scheduled to commence on **October 24, 2019**, and scheduled to last until **December 31, 2020** pursuant to the contract. Engineer was selected without competitive bidding because the district received proposals through RFP process, use of a fair, competitive RFP selection process. (Government Code §4529.10 et seq.)

**Discussion** The scope of work that contract includes Geotechnical Engineering, Geology & Geologic Hazards Study, and Testing of Soil Samples from Boring. An Owner’s Contingency of \$10,366 has been added.

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

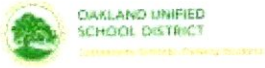
**Recommendation** Approval by the Board of Education of Resolution No. 1920-0037, Agreement for Engineering Services on behalf of the District to **Consolidated Engineering Laboratories**, Oakland, California, for the **Cole Administration Center Project** in the amount of **\$71,500.00**, as the selected engineer, and authorizing the President and Secretary of the Board to sign the Agreement for same with said engineer with work scheduled to commence on **October 24, 2019**, and scheduled to last until **December 31, 2020** pursuant to the contract.

**Fiscal Impact**

**Fund 21, Measure J**

**Attachments**

- Agreement
- Payment and Performance Bonds
- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**

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

Legislative File ID No. 19-1800

Department: Facilities Planning and Management

Vendor Name: Consolidated Engineering Laboratories

Project Name: Cole Administration Center Project No.: 19119

Contract Term: Intended Start: 10-24-2019 Intended End: 12-31-2020

Annual (if annual contract) or total (if multi-year agreement) Cost: \$71,500.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy?  Yes (No if Unchecked)

How was this contractor or vendor selected?

The District issued an RFP seeking proposals for the subject contract. The proposal submitted by Consolidated Engineering was selected by the District based on scores. Given the Consultant's experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified at the most reasonable price.

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

Consultant Services: Geologic services, testing and a hazards study will be prepared.

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?

RFP process includes review/scoring of proposals submitted. The District received proposals and interviewed vendors. Consolidated price was fair and reasonable compared to the prices submitted by the other responding engineers.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- 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 \$92,600 (as of 1/1/19)
- 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:**

- o The District issued an RFP seeking proposals for the subject contract. The District scored the responses to the RFP and interviewed the top four scoring engineers.
- o The proposal submitted by the Engineer selected by the District was not the lowest, but given the Engineer’s experience with similar projects and the level of complexity of the project, the District identified the chosen engineer as the most qualified at the most reasonable price.



**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1920-0037**

**Award of General Services Agreement for Engineering Services With Consolidated Engineering Laboratories [Oakland, CA] - Cole Administration Building Project**

**WHEREAS**, the District has selected **Consolidated Engineering Laboratories** (“Contractor”) for the **Cole Administration Center Project**, no. **19119**, consisting of Geotechnical Engineering, Geology & Geologic Hazards Study, Testing of Soil Samples from Boring. An Owner’s Contingency of \$10,366 has been added. (“Project”); and,

**WHEREAS**, no competitive bidding was used for the contract for the Project (“Contract”) because the district received proposals through an RFP process using a fair, competitive RFP. (Government Code §§4529.10 et seq.); and,

**WHEREAS**, the selected contractor has met the goals for local business participation, as required by the District’s policy for such participation; and,

**WHEREAS**, the Contract has been approved as to form by General Counsel.

**NOW, THEREFORE, BE IT RESOLVED**, that the Contract signed by Contractor in the not-to-exceed amount of **SEVENTY ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$71,500.00)** shall be and is hereby accepted and awarded by the Board of Education; and,

**BE IT FURTHER RESOLVED**, that the President and Secretary of the Board be hereby authorized to sign the Contract on behalf of the District.



**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1920-0037**

**Award of General Services Agreement for Engineering Services With Consolidated  
Engineering Laboratories [Oakland, CA] - Cole Administration Building Project**

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: James Harris, Shanthi Gonzales, Jumoke Hiton-Hodge, Gary Yee, Roseann Torres, Vice President Jody London, President Aimee Eng

NOES: None

ABSENT: Student Director Garibo and Student Smith-Dahl

ABSTAINED: None

RECUSED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on October 23, 2019.

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Kyla Johnson-Trammell, Secretary,  
Board of Education

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **October 24, 2019** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Consolidated Engineering Laboratories** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): is an Geotechnical Engineering Firm, to provide geotechnical engineering, geology & geologic hazards study and testing of soil samples, includes drilling a minimum of two borings for each structure. *[See attached Proposal]*
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **October 24, 2019** and shall terminate upon completion of the Services, but no later than **December 31, 2020** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the Fee Schedule (in the attached proposal), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **SEVENTY-ONE THOUSAND, FIVE HUNDRED DOLLARS NO/100 (\$71,500.00) (This Fee includes a contingency of \$10,366.00)**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.



6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$ 1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor 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 Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **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.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with 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.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

29. **Warranty of Authority.** The persons who have signed 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.

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

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- Roof project certification (if required; see Public Contract Code §3006).
- 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, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. **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.

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**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Aimee Eng 10/24/19  
Aimee Eng, Date  
President, Board of Education

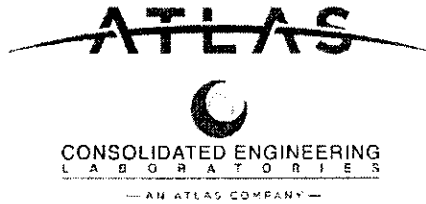
Kyla Johnson-Trammell 10/24/19  
Kyla Johnson-Trammell, Date  
Superintendent, Board of Education

Timothy White 10/24/19  
Timothy White, Date  
Deputy Chief, Facilities Planning & Management

Approved As to Form: [Signature] 10/1/19  
OUSD Facilities Legal Counsel Date

**CONSULTANT:**

By: Charlie Brice  
Name: Charlie Brice



September 11, 2019

Oakland Unified School District  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601

Attention: Mr. Tadashi Nakadegawa, Acting Executive Director

**Subject: *Proposal for Geotechnical Engineering and Geologic Hazards Study  
Cole Campus – Central Administrative Center  
1011 Union Street, Oakland, California 94607  
CEL Proposal No. 84-04726-PW***

Dear Mr. Nakadegawa:

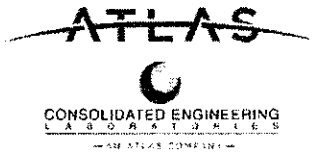
Consolidated Engineering Laboratories (CEL) is pleased to present this proposal to perform Geotechnical Engineering services for the proposed new Central Administrative Center project to be located at Cole Campus in Oakland, California. This proposal is based on our firm's and staff experience in the specific area, a site reconnaissance, our experience with similar projects with similar subsurface conditions, and a review of available pertinent literature.

Based on our understanding, the project will primarily consist of construction of a new 2-story, 54,000 square-foot office building on the northwest corner of the campus, as well as redevelopment of the rest of the property. Project space is currently partially occupied by an existing Main Building, a smaller Cafeteria Building, a playground, and a parking lot. Project construction will consist of four distinct phases. Besides the new office building, other project elements will include the demolition of the majority of the existing facilities, with other improvements to include a new structure to enclose the existing server rooms in the existing Main Building to be demolished; a new parking lot, and other site amenities. Our scope of work presented herein includes all geotechnical services required for Phases 1 through 4 of the project.

#### **SCOPE OF WORK**

##### **PWA – GEOTECHNICAL ENGINEERING/ GEOLOGY & GEOLOGIC HAZARDS STUDY**

The Geotechnical Field Study will meet Title 24 requirements, including the most recent Note 48 requirements of the California Geological Survey (CGS), as enforced by the Division of the State Architect (DSA). These requirements include drilling a minimum of two borings representing each structure and at least one boring for every 5,000 SF of building footprint. Based on satisfying the CGS requirements and proposed new office building footprint of 27,000 SF and new server building, we judge that eight borings will be required to meet the minimum borings requirement. In addition, since the school site is located within a State of California Seismic Hazard Zone for required liquefaction hazard evaluation, we propose to advance Cone Penetration Tests (CPT) to a depth of up to 50 feet. Estimated groundwater depth is between 5 to 10 feet. The project site was not found to be located within an Alquist-Priolo Earthquake Fault zone. The services to be provided for our study include the following:



### Preliminary Field Activities

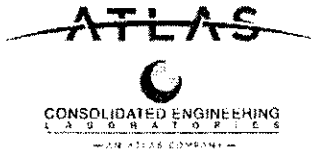
- 1) Review available geotechnical and geologic literature for the site.
- 2) Coordinate access, and meet with school and District personnel to submit risk management methods and a project specific safety plan to protect workers and the public as well as the school children and staff.
- 3) Mark the locations of the subsurface explorations at the site and contact Underground Service Alert.
- 4) Utilize an underground utility locating subcontractor to better define the location of existing buried utilities.
- 5) Obtain two Alameda County Public Works Agency drilling permits, one per drilling/CPT subcontractor required by County.
- 6) Perform a geologic site reconnaissance by a California-registered Certified Engineering Geologist (CEG).

### Field Exploration

- 1) The field exploration program will consist of drilling two borings and four CPTs within the proposed Office building footprint. Borings will be drilled with a conventional truck-mounted drill rig equipped with hollow-stem augers. Boring depths will range between 20 and 50 feet. We will perform two additional borings at the proposed New Server Building to a depth of 20 feet. The two borings will be drilled in the existing landscape area adjacent to the sidewalk.
- 2) Sampling will occur in roughly five-foot intervals in the borings, with more frequent sampling within the uppermost five feet. The soil will be sampled with a Modified California sampler fitted with six-inch long inner brass liners and a Standard Penetration Test (SPT) split spoon sampler. The relatively undisturbed liner samples will be sealed and the SPT samples will be placed in plastic bags. The samplers will be driven 18 inches with a 140-pound hammer with an approximate 30-inch drop. Blow counts for the last foot will be logged as the penetration resistance. The blow counts from the SPT sampler will be utilized to determine subsurface soil characteristics for correlation with USCS soil types. Bulk soil samples may be obtained from the upper few feet of auger cuttings in the borings.
- 3) Four CPTs will be performed within the building footprints. Advancement of the CPT would be up to a maximum depth of 50 feet to evaluate liquefaction potential.
- 4) The exploration points will be backfilled with cement grout under the supervision of an Alameda County Inspector. Clean excess cuttings will be off-hauled. If contaminated soils were encountered, special handling and drumming would be required. Additional costs would be charged to dispose of any contaminated cuttings encountered.

### Laboratory Testing

- 1) Several in-situ moisture and density tests will be performed on selected brass tube liner samples.
- 2) Two to three Sieve Analysis tests will be performed to help determine subsurface soil characteristics and help evaluate liquefaction susceptibility, if applicable.
- 3) One Unconfined Compression test or Direct Shear test will be performed to measure soil strength parameters.
- 4) Two Atterberg Limits tests will be performed to measure the plasticity and expansive potential of the near surface soil as well as to confirm certain material behavior under seismic events.
- 5) One R-value test will be conducted to derive information needed for flexible pavement design.
- 6) One set of Corrosion tests will be performed as required by the 2016 California Building Code (CBC) to help evaluate the corrosive potential of the subsurface soils on buried concrete and metal structures.



### Geology and Geologic Hazards Study

In accordance with the requirements of Title 24 and the 2016 CBC, a Geologic Hazards Study is also required. This is dictated by Note 48 of the California Geologic Survey. The Geology and Geologic Hazards Study would include site plans, geology maps, geologic cross-sections, a fault map, a seismic hazard zone map, and a flood map. A California-registered Certified Engineering Geologist will perform a site reconnaissance of the property. Pertinent geologic maps, literature, and aerial photographs will also be reviewed. The local and regional geology and geologic hazards will be discussed. Based on our understanding of the size and type of the buildings, as well as the anticipated subsurface materials, we do not anticipate that a site-specific ground motion response analysis will be required for this project, except if excessive liquefaction settlement (liquefaction settlement exceeding one inch) is found to exist and CBC requirements as a result dictate, or the structural engineer requests that a site-specific response analysis be performed.

### Report Preparation

- 1) A Geotechnical Engineering/ Geologic Hazards Study report will be prepared and will contain the aforementioned Geology and Geologic Hazards Study, plus a site plan showing boring locations, boring logs, subsurface cross-sections, and a summary of the site soil and groundwater conditions. 2016 CBC seismic design parameters, a preliminary corrosion evaluation, and other pertinent information will be provided.
- 2) The report will contain but not necessarily be limited to, the following information:
  - Geotechnical considerations affecting site and building development, including shallow groundwater, undocumented fill materials; expansive soils, weak surficial soils, loose soils susceptible to dynamic settlement, and potentially liquefiable soils, if encountered; and other seismic hazards such as ground shaking;
  - Generalized preliminary corrosion evaluation;
  - Site grading, including site preparation, drainage and subdrainage, excavation, allowable engineered fill materials, including reuse of onsite soil materials as engineered fill; grading and fill compaction, and utility trench;
  - Subgrade stability issues during construction;
  - Discussion of feasible foundation support systems, as applicable;
  - Specific foundation design recommendations for the buildings, including bearing or axial support capacities, minimum dimensions and embedment, and lateral load resistance (friction coefficient and passive pressures);
  - Design of interior and exterior floor slabs and slabs-on-grade and exterior flatwork, including subgrade preparation, moisture transmission issues through concrete slab floors, and need for slab underdrain systems;
  - General shoring and temporary excavation slope recommendations, as appropriate;
  - Estimates of potential post-seismic settlements due to liquefaction or dynamic settlement, and mitigation options as appropriate;
  - Flexible (asphalt concrete) and rigid (Portland cement concrete) pavement sections, including pavement subgrade materials and preparation.





**B – Supplemental Engineering Review/Consultations/Meetings**

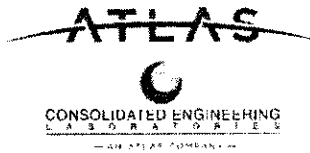
Consultation during design may be required to provide information to other engineers or architects on the design team. We will review geotechnical aspects of the project plans and calculations, as appropriate. We will also coordinate with the design team if we have any comments that need to be incorporated into the plans. We will prepare a letter confirming our review if such is required for Building Permit purposes. We will participate in client and design team meetings per your request. These services would be provided on a Time and Materials (T&M) basis in accordance with our attached Schedule of Fees. For budgeting purposes, we suggest you establish a minimum T&M budget of \$2,500.00 for such services.

Scope Item	Amount	Fee Basis
<b><i>Phase A – Geotechnical Engineering Study and Geologic Hazards Report</i></b>		
Coordinating, Planning and Permitting	\$ 1,100.00	
(2) Alameda County Public Works Agency Permit/Inspection	\$ 600.00	
Utility Location-USA and Private Locating Contractor	\$ 700.00	
Drilling (Subcontractor, Prevailing Wage)	\$ 3,800.00	
Clean soil off-haul	\$ 450.00	
Drilling, Geosphere Staff Engineer (Prevailing Wage)	\$ 1,200.00	
CPT Sounding with Staff Engineer (Prevailing Wage)	\$ 3,000.00	
Lab Testing	\$ 1,850.00	
Geohazard Evaluation (CEG)	\$ 1,000.00	
Engineering Analysis, including Liquefaction Evaluation	\$ 800.00	
Report Preparation	\$ 1,000.00	
<b>Total – Geohazard Report and Geotechnical Report</b>	<b>\$15,500.00</b>	Lump Sum
<b>Phase B – Supplemental Consultations &amp; Plan Review</b>	<b>\$ 2,500.00</b>	T&M

**C – Construction Phase Geotechnical Services**

Our services during construction are expected to include, but not necessarily be limited to the following items:

- Project Manager/Engineer attendance at construction site meetings and site visits for geotechnical consultations, as-requested;
- Sampling and laboratory testing of subgrade and fill materials (native and import). Laboratory testing is anticipated to include maximum density/optimum moisture (Modified Proctor compaction) testing (ASTM Test Method D1557);
- Observation and compaction testing using a nuclear gauge (ASTM Test Method D7759) during the cut/fill mass grading, preparation of subgrade and base layers to confirm the project minimum compaction requirements are met;
- Staff Engineer to observe footing excavation to confirm proper dimension, depth, cleaning and the nature of the supporting materials encountered in the excavations, per DSA requirements (if applicable);
- Observation and moisture/density testing using a nuclear gauge during pavement and flatwork subgrade, as needed;
- Project coordination and engineer’s review of Daily Field Reports (DFRs) prepared to document field observations and test results during construction;
- Prepare a Letter Report summarizing our observations and confirmation of suitable supporting foundation materials or DSA closeout form (if project subject to DSA regulation) at the completion of the project for submittal to the governing agency.



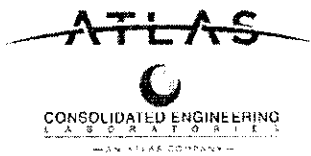
Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
<b>Field Work</b>					
Project Manager Site Meetings	Senior Engineer	\$190.00	per hr	8	\$ 1,520.00
Demolition, Sampling, and Building Pad Preparation (Phases 1 through 4)	Soil Technician	\$105.00	per hr	80	\$ 8,400.00
Underground Utilities (Phases 2 and 3)	Soil Technician	\$105.00	per hr	80	\$ 8,400.00
Subgrade/Baserock Preparation for Pavements & Hardscapes (Phases 2 & 4)	Soil Technician	\$105.00	per hr	80	\$ 8,400.00
Asphalt Pavement Observation/Testing	Soil Technician	\$105.00	per hr	20	\$ 2,100.00
Vehicle and Nuclear Gauge Charge	Soil Technician	\$ 12.00	per hr	260	\$ 3,120.00
Foundation Excavation/Observation	Staff Engineer	\$150.00	per hr	16	\$ 2,400.00
Vehicle Charge	Engineer	\$ 6.00	per hr	24	\$ 144.00
Lab, AC Maximum Theoretical Density (ASTM D2041)	Lab Test	\$200.00	per test	3	\$ 600.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	\$330.00	per test	5	\$ 1,650.00
<b>Subtotal</b>					<b>\$36,734.00</b>
<b>Submittal Reviews, RFI Responses, Foundation Observation, Consultation, DFR Review, Supplemental Engineering, DSA Reports</b>					
Consultation, Responses to Submittals & RFI's, Letters, PM, DFR Review, Additional Meeting Attendance, DSA Project Documentation and DSA-293s	Senior Engineer (Registered GE)	\$190.00	per hr	24	\$ 4,560.00
Supplemental Engineering (by staff)	Staff Engineer	\$150.00	per hr	8	\$ 1,200.00
Report Processing, DFR Management	Administrative	\$ 80.00	per hr	8	\$ 640.00
<b>Subtotal</b>					<b>\$ 6,400.00</b>
<b>TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET, ALL PHASES (BILLED T&amp;M):</b>					<b>\$43,134.00</b>

#### FEES

Our proposed Lump Sum fee for Phase A services (Geotechnical Study) as well as initial T&M budget estimates to perform our Phase B and C services prior to and during construction, respectively, are summarized in the tables below, broken down as applicable by anticipated tasks.

For Phase C construction services, the individual hours listed for each of the task items noted are estimates intended solely as a basis for derivation of an initial cumulative total budget figure. Phase C costs were estimated without benefit of a completed project design nor schedule, and as such, our estimate is necessarily very preliminary and may be subject to substantial revision once the project design is completed, the project is awarded to a contractor, and an actual construction schedule is developed.

Geotechnical dispatching for construction services will be handled by Patty Ferguson. She can be contacted directly at (925) 314-7114 or at [pf@ce-labs.com](mailto:pf@ce-labs.com). Dispatch requests preferably should be made no later than 24 hours prior to the requested day of service. For this project, travel time will be charged portal to portal from our San Ramon office for our geotechnical engineers.



**Schedule**

Following our receipt of your Notice-to-Proceed (NTP), field exploration for our Geotechnical Study is anticipated to occur between two and three weeks after NTP depending on driller rig availability, also accounting for the ACPWA minimum two-week processing time for geotechnical drilling permits.

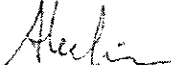
Submittal of the geotechnical report is anticipated to be on the order of four to five weeks after the completion of field exploration. However, if needed, foundation design recommendations could be developed and transmitted to the project design team prior to completion and submittal of the final report. Additionally, we will make every effort to accommodate other adjustments to the proposed schedule to more closely meet the needs of the design team if possible, subject to constraints regarding completion of field exploration and subsequent laboratory testing.

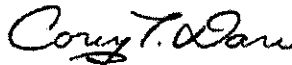
If this proposal is acceptable, we expect that you will issue a District work order or equivalent to authorize the work. Professional fees will be in accordance with the Fee Schedule contained in our Statement of Qualifications previously submitted to the District.

We greatly appreciate the opportunity to provide you this proposal. If you have any questions regarding this proposal, please contact Mr. Dare at 925-314-7123 or [cdare@ce-labs.com](mailto:cdare@ce-labs.com).

Sincerely,

**CONSOLIDATED ENGINEERING LABORATORIES**

  
Alex Lim, PE, QSP  
Project Engineer

  
Corey T. Dare, PE, GE  
Principal Geotechnical Engineer

Distribution: PDF to Mr. Colland Jang, OUSD; [colland.jang@ousd.org](mailto:colland.jang@ousd.org)  
PDF to Ms. Kenya Chatman, OUSD; [kenya.chatman@ousd.org](mailto:kenya.chatman@ousd.org)

AL/CTD:pmf



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/28/2019

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Consolidated Engineering Laboratories 2001 Crow Canyon Road, Suite 100 San Ramon CA 94583 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty Company		20443
	<b>INSURER B:</b> Liberty Mutual Fire Ins Co		23035
	<b>INSURER C:</b> QBE Insurance Corporation		39217
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 570075229323**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB2Z11B7J86H029	03/01/2019	03/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-Z11-87J86H-019	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CCU1317029	03/01/2019	03/01/2020	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC2Z11B7J86H049	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Archit&Eng Prof			AEH591922550	09/15/2018	03/01/2020	Each Claim Aggregate	\$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Oakland Unified School District and its directors, officers, employees, agents and representatives are additionally insured  
 Project: Cole Elementary School PEC Portables.

### CERTIFICATE HOLDER

### CANCELLATION

oakland Unified School District  
 955 High Street  
 Oakland CA 94601 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast, Inc*

Holder Identifier :

Certificate No : 570075229323



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Cole Administration Center	<b>Site</b>	109
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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.**

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

<b>Contractor Name</b>	Consolidated Engineering Laboratories	<b>Agency's Contact</b>	Corey Dare		
<b>OUSD Vendor ID #</b>	001171	<b>Title</b>	Project Manager		
<b>Street Address</b>	534 23rd Avenue	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	925-314-7123	<b>Policy Expires</b>			
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	19119				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	10-24-2019	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2020
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$71,500.00
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9805	Fund 21, Measure J	210-9650-0-9805-8500-6265-109-9180-9905-9999-99999	6265	\$71,500.00

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	9/25/17	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	10/1/17	
3.	<b>Deputy Chief, Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	8/24	
4.	<b>Chief Financial Officer</b>	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>	<b>Signature</b>	<b>Date Approved</b>		