

Board Office Use: Legislative File Info.	
File ID Number	17-1234
Introduction Date	6-14-2017
Enactment Number	17-0810
Enactment Date	6/14/17



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VH*
Joe Dominguez, Deputy Chief, Facilities Planning and Management *JD*

Board Meeting Date June 14, 2017

Subject Amendment No. 3, Independent Consultant Agreement - Consolidated Engineering Laboratories - Whittier Expansion - New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement between the District and Consolidated Engineering Laboratories, Oakland, CA, for the latter to provide geotechnical engineering, materials testing and construction inspection services for Phase III, in conjunction with The Whittier Expansion - New Construction Project, in an amount of \$18,941.77 increasing previous contract amount from \$267,676.63 to a not to exceed amount of \$286,618.40 and revising the end date from June 1, 2015 to December 31, 2017. All remaining portions of the agreement shall remain in full force and effect.

Discussion Additional consulting services are required to complete the project.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement between the District and Consolidated Engineering Laboratories, Oakland, CA, for the latter to provide geotechnical engineering, materials testing and construction inspection services for Phase III, in conjunction with The Whittier Expansion - New Construction Project, in an amount of \$18,941.77 increasing previous contract amount from \$267,676.63 to a not to exceed amount of \$286,618.40 and revising the end date from June 1, 2015 to December 31, 2017. All remaining portions of the agreement shall remain in full force and effect.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No 3, including scope of work
- Certificate of Insurance
- Consultant Proposal



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 17-1234
 Department: Facilities Planning and Management
 Vendor Name: Consolidated Engineering Laboratories
 Project Name: Whittier Expansion - New Construction Project No.: 13126
 Contract Term: Intended Start: 6/1/2015 Intended End: 12/31/2017
 Annual (if annual contract) or Total (if multi-year agreement) Cost: \$18,941.77
 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 Vendor selected?

This is Amendment No. 3 to this vendor's existing contract.

Summarize the services this Vendor will be providing.

Vendor to provide geotechnical engineering, materials testing and construction inspection services for Phase 3 of the Whittier Expansion project.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

This is Amendment No. 3 to this vendor's existing contract.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception** - Amendment No. 3 to this vendor's existing contract.

3) **Not Applicable - no exception - Project was competitively bid**



AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Consolidated Engineering Laboratories. OUSD entered into an Agreement with CONTRACTOR for services on May 1, 2017, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to request that vendor provide geotechnical engineering, materials testing and construction inspection services for Phase III of the Whittier Expansion Project.</u></p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u>.
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$18,941.77 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p style="text-align: center; margin-top: 20px;">and the new contract total is Two hundred eighty-six thousand, six hundred eighteen dollars and forty cents (\$286,618.40)</p>			

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

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	8-27-2014	Request that the District adjust the provision of existing contract in two ways	\$ - 0 -
2	5-25-2016	Added services request for re-inspections, overtime for fabricators	\$267,676.63

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

OAKLAND UNIFIED SCHOOL DISTRICT


 James Harris, President,
 Board of Education
 Date 6/14/17

 Devin Dillon, Superintendent
 Secretary, Board of Education
 Date 6/14/17

CONTRACTOR

 Contractor Signature
 Date 05/10/2017

 Gary H. Cooper
 Print Name/ Title
 CEO


 _____ Date
 Joe Dominguez, Deputy Chief
 Facilities, Planning and Management

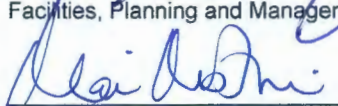

 _____ Date
 Marion McWilliams,
 General Counsel, Facilities, Planning and Management

EXHIBIT "A" Scope of Work

Contractor Name: Consolidated Engineering Laboratories

Billing Rate: Eighteen thousand, nine hundred forty-one dollars and seventy-seven cents (\$18,941.77)

1. Description of Services to be Provided

The scope of the project is to request that the vendor provide engineering, materials testing and construction inspection services for Phase III of the Whittier Expansion project.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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

 Susie Butler-Berkley
 Contract Analyst



EXHIBIT A

CONSOLIDATED ENGINEERING
LABORATORIES

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

April 18, 2017
Revised April 20, 2017

Via E-Mail: kenya.chatman@ousd.org

**Subject: OUSD Greenleaf Elementary at Whittier Expansion and Renovation
CEL #10-30014PWA&B
Materials Testing and Construction Inspection Services
Additional Services Request**

Dear Ms. Chatman:

As you are aware, Consolidated Engineering Laboratories (CEL) has encountered some additional scope items that have required inspections and also some scope items that have added to the original anticipated budget. Corey and I put our heads together, analyzed Cahill's Construction Schedule dated April 4, 2017, and calculated the following to be sufficient to get us through the spring and summer activity.

I also discussed this estimate with IOR Ken DeCarlo and we are in agreement, and confident that this will be enough to complete the project and cover a few, minor unanticipated activities. Detailed quantities based on Cahill's schedule are attached as backup.

In summary:

Previously Authorized	\$ 267,676.63
Draft Invoice through 3/10/17	\$ 1,104.60
Estimate to Complete	\$ 17,962.00
Budget Remaining	\$ (124.83)
Additional Services Request	\$ 18,941.77
Proposed Total	\$ 286,618.40

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

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Bill Cale
Senior Project Manager

Estimate to Complete per Cahill Construction Schedule dated 4/4/17

DATE	DESCRIPTION	QUANTITY	RATE	TOTAL
4/12/2017	Excavate/Grade/Compact New Walkway - 2 days			
	Geotechnical Engineer	4.00	\$ 160.00	\$ 640.00
	Soils Compaction Testing	8.00	\$ 87.00	\$ 696.00
	Moisture Density Curves	1.00	\$ 250.00	\$ 250.00
4/19/2017	Place and Finish Walks - 1 day			
	Sample/Tag Rebar	4.00	\$ 70.00	\$ 280.00
	Rebar Tensile / Bend	2.00	\$ 65.00	\$ 130.00
	Batch Plant	4.00	\$ 70.00	\$ 280.00
	Concrete Sampling	8.00	\$ 70.00	\$ 560.00
	Concrete Compression Tests	10.00	\$ 25.00	\$ 250.00
	Sample Pickups	1.00	\$ 25.00	\$ 25.00
7/6/2017	Excavate for Turf Field/Perimeter Turf Field Concrete - 2 days			
	Geotechnical Engineer	4.00	\$ 160.00	\$ 640.00
7/7/2017	Inspect Subbase Compaction - 1 day			
	Soils Compaction Testing	8.00	\$ 87.00	\$ 696.00
7/10/2017	Site Concrete at Turf Field - 7 days			
	Sample/Tag Rebar	4.00	\$ 70.00	\$ 280.00
	Rebar Tensile / Bend	2.00	\$ 65.00	\$ 130.00
	Batch Plant	28.00	\$ 70.00	\$ 1,960.00
	Concrete Sampling	56.00	\$ 70.00	\$ 3,920.00
	Concrete Compression Tests	30.00	\$ 25.00	\$ 750.00
	Sample Pickups	7.00	\$ 25.00	\$ 175.00
7/24/2017	Turf Subbase Install and Compaction - 4 days			
	Soils Compaction Testing	16.00	\$ 87.00	\$ 1,392.00
7/27/2017	Inspect Backfill Compaction - 1 day			
	Soils Compaction Testing	4.00	\$ 87.00	\$ 348.00

7/10/2017 Excavate Play Kinder Structure				
Footings - 2 days				
Geotechnical Engineer	4.00	\$	160.00	\$ 640.00
Soils Compaction Testing	4.00	\$	87.00	\$ 348.00
7/13/2017 Place and Inspect Kinder Play				
Structure Footing Concrete - 1 day				
Sample/Tag Rebar	4.00	\$	70.00	\$ 280.00
Rebar Tensile / Bend	2.00	\$	65.00	\$ 130.00
Batch Plant	4.00	\$	70.00	\$ 280.00
Concrete Sampling	4.00	\$	70.00	\$ 280.00
Concrete Compression Tests	5.00	\$	25.00	\$ 125.00
Sample Pickups	1.00	\$	25.00	\$ 25.00
7/14/2017 Assemble Kinder Play Structure - 3				
days				
Post-Installed Anchors	8.00	\$	70.00	\$ 560.00
8/8/2017 Grade and Prep Existing Church				
Property for Turnover - 3 days				
Geotechnical Engineer	2.00	\$	160.00	\$ 320.00
Soils Compaction Testing	8.00	\$	87.00	\$ 696.00
8/9/2017 AC Patch and Slurry Seal - 3 days				
Soils Compaction Testing	8.00	\$	87.00	\$ 696.00
Theoretical Maximum Density (AC)	1.00	\$	180.00	\$ 180.00
TOTAL				\$ 17,962.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2017

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

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

PRODUCER Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck, NY 11021-3104 Richard S. Butwin	CONTACT NAME: Ellen Begun PHONE (A/C, No, Ext): 516-466-4200 FAX (A/C, No): 516-466-4213 E-MAIL ADDRESS: ebegin@butwin.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Zurich Insurance Company NAIC # 16535
Quality Assurance Engineering dba Consolidated Engineering Laboratories, Engineering & Testing Services Corporation 2001 Crow Canyon Road #100 San Ramon, CA 94583	INSURER B: Travelers 41769
	INSURER C: Atlantic Specialty 27154
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GLO0381005	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	BAP0381006	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP91M34980-15	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0381004	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			DPL-5563-16	07/01/2016	07/01/2017	Limit 2,000,000 Aggregate 4,000,000

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

OUSD Greenleaf Elementary at Whittier 13126. CEL No. 10-30014PW
Oakland Unified School District and the State of California and their agents, representatives, employees, trustees, officers, consultants, and volunteers are additional insureds on a primary and non contributory basis

CERTIFICATE HOLDER**CANCELLATION**

<p style="text-align: center;">OAKLAMO</p> <p>Oakland Unified School District 955 High Street Oakland, CA 94601</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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General Liability Supplemental Coverage Endorsement



ZURICH[®]

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
GLO0381005	07/01/2016	07/01/2017	07/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – **Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph D.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph E. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the Definitions Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the Definitions Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or

- (2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "property damage" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
- (1) Your "employee", "volunteer worker" or any person you sponsor; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
- (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section III – **Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section IV – **Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
GLO0381005	07/01/2016	07/01/2017	07/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Consolidated Engineering Labs and Engineering & Testing Services

Address (including ZIP Code): 2001 Crow Canyon Road #100
San Ramon, CA 94583

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
GLO0381005	07/01/2016	07/01/2017	07/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Consolidated Engineering Labs and Engineering & Testing Services

Address (including ZIP Code): 2001 Crow Canyon Road #100
San Ramon, CA 94583

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
BAP0381006	07/01/2016	07/01/2017	07/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any party which is required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Policy No. **WC0381004**

Insured: **Consolidated Engineering Labs and Engineering Testing Services**

Insurance Company: **Zurich Insurance Company**

Countersigned by *Ellen Bequin*

Board Office Use: Legislative File Info.	
File ID Number	16-0999
Introduction Date	5-25-2016
Enactment Number	16-0718
Enactment Date	5-25-16 <i>OR</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *YEH*
Roland Broach, Executive Director of Buildings, Custodial & Grounds
Facilities Planning and Management *RB*

Board Meeting Date May 25, 2016

Subject Amendment No. 2, Independent Consultant Agreement - Consolidated Engineering Laboratories- Whittier Expansion - New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement between the District and Consolidated Engineering Laboratories, Oakland, CA., for the latter to provide added services request for re-inspections, overtime for fabricators, and a second fabricator was added in an effort to meet the schedule. Overtime was again needed in the field to meet schedule. ASTME1105 for windows, curtain wall and entrance systems. Chamber testing on the interior side of windows, storefronts and curtain wall units, placement of water spray system on the exterior side of units to be tested. Re-testing if there are any instances of water infiltration, for the Whittier Expansion - New Construction Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth in an amount not-to exceed \$127,243.38 increasing previous contract amount from \$140,443.25 to a not to exceed amount of \$267,676.63. All remaining portions of the agreement shall remain in full force and effect.

Discussion This water test is required at the new buildings to verify that the installed fenestration products resist water infiltration. The overtime and second fabricator was needed to keep schedule.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement between the District and Consolidated Engineering Laboratories, Oakland, CA., for the latter to provide added services request for re-inspections, overtime for fabricators, and a second fabricator was added in an effort to meet the schedule. Overtime was again needed in the field to meet schedule. ASTME1105 for windows, curtain wall and entrance systems. Chamber testing on the interior side of windows, storefronts and curtain wall units, placement of water spray system on the exterior side of units to be tested. Re-testing if there are any instances of water infiltration, for the



Whittier Expansion - New Construction Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth in an amount not-to exceed \$127,243.38 increasing previous contract amount from \$140,443.25 to a not to exceed amount of \$267,676.63. All remaining portions of the agreement shall remain in full force and effect.

Fiscal Impact

Fund 21, Measure J

Attachments

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



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-0995

Department: Facilities Planning & Management

Vendor Name: Consolidated Engineering Laboratories

Project Name: Whittier Expansion Project No.: 13126

Contract Term: Intended Start: 6/24/2016 Intended End: 12/31/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 127,243.38

Approved by: Roland Broach

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

Local Business Policy? Yes No

How was this Vendor selected?

This vendor has an existing contract with OUSD on the Whittier Expansion Project. This is an Amendment to the original contract.

Summarize the services this Vendor will be providing.

Added services for re-inspections, overtime for fabricators and a second fabricator was added to meet the schedule. Overtime was again needed in the field to meet the schedule. ASTM E1105 testing for 100% of windows, curtain walls, and entrance systems. Chamber testing on the interior side of the windows, storefronts and curtain wall units, placement of water spray system on the exterior side of the units to be tested.

Was this contract competitively bid? Yes No

If No, please answer the following:

1) How did you determine the price is competitive?

This is an amendment to the existing contract. The overtime hours were reviewed by the Inspector and Project Manager for accuracy.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**



AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Consolidated Engineering Laboratories. OUSD entered into an Agreement with CONTRACTOR for services on June 24, 2015, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is provide added services request for re-inspections, overtime for fabricators, and a second fabricator was added in an effort to meet the schedule. Overtime was again needed in the field to meet schedule. ASTME1105 for windows, curtain wall and entrance systems. Chamber testing on the interior side of windows, storefronts and curtain wall units, placement of water spray system on the exterior side of units to be tested. Re-testing if there are any instances of water infiltration.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$127,243.38 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p style="text-align: center;">and the new contract total is <u>Two hundred sixty-seven thousand, six hundred seventy-six dollars and sixty-three cents. (\$267,676.63)</u></p>		

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

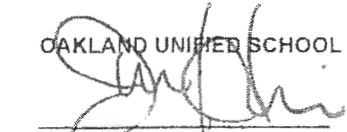
5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-14-2015	To provide field water infiltration testing per ASTM E1105 at all fenestration units on Project Frog Buildings D and E	\$ 25,600.00

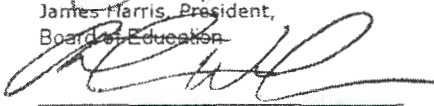
6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT



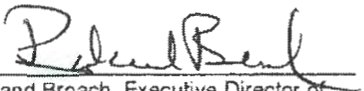
James Harris, President,
Board of Education

5/26/16
Date



Antwan Wilson, Superintendent
Secretary, Board of Education

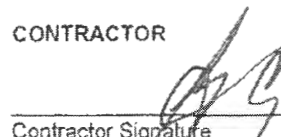
5/26/16
Date



Roland Broach, Executive Director of
Buildings, Custodial & Grounds Facilities, Planning and
Management

4-28-16
Date

CONTRACTOR



Contractor Signature

04/20/2016
Date

Gary M. Coppa, CEO
Print Name, Title

File ID Number: 16-0995
Introduction Date: 5-25-16
Enactment Number: 16-0718
Enactment Date: 5-25-16
By: 02

EXHIBIT "A" Scope of Work

Contractor Name: Consolidated Engineering Laboratories.

Billing Rate: Two hundred sixty-seven thousand, six hundred seventy-six dollars and sixty-three cents (\$267,676.63)

1. Description of Services to be Provided

The scope of the project is provide added services request for re-inspections, overtime for fabricators, and a second fabricator was added in an effort to meet the schedule. Overtime was again needed in the field to meet schedule. ASTM E1105 for windows, curtain wall and entrance systems. Chamber testing on the interior side of windows, storefronts and curtain wall units, placement of water spray system on the exterior side of units to be tested. Re-testing if there are any instances of water infiltration.

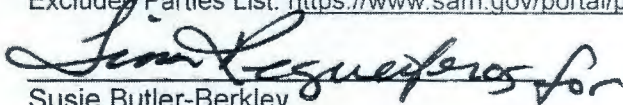
2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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


 Susie Butler-Berkley
 Contract Analyst



**CONSOLIDATED ENGINEERING
LABORATORIES**

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

March 11, 2016
Revised April 4, 2016

Via E-Mail: kenya.chatman@ousd.org

**Subject: OUSD Greenleaf Elementary at Whittier Expansion and Renovation
CEL #10-30014PWA&B
Materials Testing and Construction Inspection Services
Additional Services Request**

Dear Ms. Chatman:

As you are aware, Consolidated Engineering Laboratories (CEL) has encountered some additional scope items that have required inspections and also some scope items that have added to the original anticipated budget. In particular, steel fabrication was an issue. Poor communication early on between the fabricator, contractor and owner's team led to delays and re-inspections. A significant amount of overtime was required to cover welding inspections. A second fabricator was added in an effort to meet schedule. Overtime was again required in the field to meet schedule. Water infiltration testing was not anticipated at the time of our cost estimate.

In summary:

Previously Authorized	\$ 140,433.25
<i>Additional Services Request</i>	<i>\$ 127,243.38</i>
Proposed Total	\$ 267,676.63

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

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Bill Cale
Senior Project Manager

Additional information:

Estimate to Complete			
DESCRIPTION	UNIT	RATE	TOTAL
Steel Fabrication Shop	120.00	\$ 82.00	\$ 9,840.00
Steel Fabrication & Erection Field	120.00	\$ 82.00	\$ 9,840.00
Batch Plant Inspection	16.00	\$ 70.00	\$ 1,120.00
Concrete Sampling	32.00	\$ 70.00	\$ 2,240.00
Concrete Compression Tests	25.00	\$ 25.00	\$ 625.00
Fireproofing Inspections	20.00	\$ 78.00	\$ 1,560.00
Density Tests	5.00	\$ 65.00	\$ 325.00
Firestopping and Smoke Seals	20.00	\$ 82.00	\$ 1,640.00
Post Installed Anchors	40.00	\$ 70.00	\$ 2,800.00
Water Infiltration Testing PH 2 & 3	1.00	\$ 49,400.00	\$ 49,400.00
Sobtotal			\$ 79,390.00
Overtime through 2/26/16			\$ 25,625.00
Allowance for additional overtime 15%			\$ 11,908.50
Previously Authorized			\$ 140,433.25
Billed through 2/26/16			\$ 150,753.13
Difficiency			\$ 10,319.88
Total Additional Service Request			\$ 127,243.38
Total Project			\$ 267,676.63



CEL CONSULTING, INC

Product Evaluations - Metallurgy
Structural Investigations - Forensics

March 17, 2016

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

Via E-Mail: kenya.chatman@ousd.org

Subject: *OUSD Greenleaf Elementary at Whittier - Phases 2 & 3 Rev. 2*
CEL#: 10-30014-PWB

Kenya:

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

Purpose

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

Scope

The scope of the work proposed will include:

ASTM E1105 for Windows, Curtain Wall and Entrance Systems –Water Infiltration Field Testing and AAMA 501.2 – “Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Slope Glazing Systems”.

Construction of test chambers on the interior side of windows, storefronts and curtain wall units, or portions of units, selected for testing.

Placement of water spray system on the exterior side of the units to be tested.

Reporting of the test procedures, deviations if any, and results.

Retesting, if there are instances of water infiltration, after examination and repairs of the fenestration units by others.

Procedure

Water Infiltration:

100% of the windows requested to be tested. All operable windows will be tested per ASTM E1105 and the remainder will be tested per AAMA 501.2. The following is a summary of possible testing pending confirmation from the owner/architect. See attached plan for proposed test locations and type.

Building B:

East Elevation: One test per ASTM E1105, three tests per AAMA 501.2

North Elevation: Zero test per ASTM E1105, five tests per AAMA 501.2

South Elevation: Five test per ASTM E1105, 15 tests per AAMA 501.2

West Elevation: 15 test per ASTM E1105, eight tests per AAMA 501.2

Building C:

East Elevation: two test per ASTM E1105, three tests per AAMA 501.2

North Elevation: Zero tests.

South Elevation: One test per ASTM E1105, two tests per AAMA 501.2

West Elevation: Zero tests.

OUSD Green Leaf Elementary at Whittier Expansion and Renovation OT Summary

DATE	TASK & DESCRIPTION	RATE	QUANTITY	NET AMOUNT
11/17/2015	Midwin Francis Shop Welding	\$ 123.00	2.00	\$ 246.00
11/18/2015	Midwin Francis Shop Welding	\$ 123.00	2.00	\$ 246.00
11/19/2015	Midwin Francis Shop Welding	\$ 123.00	2.00	\$ 246.00
11/20/2015	Midwin Francis Shop Welding	\$ 123.00	2.00	\$ 246.00
11/21/2015	Midwin Francis Shop Welding	\$ 123.00	8.00	\$ 984.00
11/24/2015	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
11/25/2015	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
11/27/2015	Jack Weldon Shop Welding	\$ 164.00	10.00	\$ 1,640.00
11/28/2015	Jack Weldon Shop Welding	\$ 123.00	8.00	\$ 984.00
11/28/2015	Jack Weldon Shop Welding	\$ 164.00	2.00	\$ 328.00
12/2/2015	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/4/2015	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/5/2016	Jack Weldon Shop Welding	\$ 123.00	8.00	\$ 984.00
12/5/2016	Jack Weldon Shop Welding	\$ 164.00	2.00	\$ 328.00
12/7/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/8/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/9/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/10/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/11/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/12/2016	Jack Weldon Shop Welding	\$ 123.00	8.00	\$ 984.00
12/14/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/15/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/16/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/17/2016	Davis Green (Henderson)	\$ 123.00	2.00	\$ 246.00
12/17/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/18/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/19/2016	Jack Weldon Shop Welding	\$ 123.00	8.00	\$ 984.00
12/21/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/22/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/23/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/24/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/28/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/29/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/30/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
12/31/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
1/2/2016	Jack Weldon Shop Welding	\$ 123.00	8.00	\$ 984.00
1/4/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
1/5/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
1/6/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
1/7/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
1/8/2016	Jack Weldon Shop Welding	\$ 123.00	2.00	\$ 246.00
1/9/2016	Jack Weldon Shop Welding	\$ 123.00	8.00	\$ 984.00
1/9/2016	Chris Barber Field Welding	\$ 123.00	4.00	\$ 492.00
1/9/2016	Chris Barber HS Bolting	\$ 123.00	4.00	\$ 492.00



CEL CONSULTING, INC

Product Evaluations - Metallurgy
Structural Investigations - Forensics

OUSD Greenleaf Elementary at Whittier - Phases 2 & 3

The pressure differential for windows will need to be provided to CEL to perform testing as the project specifications do not provide the performance criteria. Based on information discussed during the site walk on 3/14/16, Cahill mentioned they had the performance criteria for the various window types.

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

Anticipated Sequence, On-site Requirements, Tasks and Personnel

Schedule

We anticipate that the units to be tested will be available for testing within the same contiguous time period. We require five days access for building B and 16 days for building C. This includes time to mobilize, construction of test chambers, placement of exterior mounted water spray rack and testing for both AAMA 501.2 and ASTM E1105.

Safety Training

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

Set Up & Testing

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

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

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

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

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

CEL
Initials

CLIENT
Initials



Advance Notice

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

Time to Prepare

Each test chamber may take from 4 to 16 hours to prepare for field-testing. Once we have built the test chamber, and have established that the required pressure differential can be obtained, we will then set up the water spray rack system. This sequence allows us to more accurately advise other relevant parties as to the time of testing.

Post-Test and Retests

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

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

Costs

These costs are based on your direction regarding *Field Water Infiltration Testing per ASTM E1105 and AAMA 501.2* of all fenestration units installed on the buildings B and C. Therefore, we are providing pricing based on the quantities listed in the procedure section. Please note that testing costs DO NOT include costs for re-testing should there be any failures noted during initial testing.

1. Building B AAMA 501.2 (Spray Nozzle)	=	\$ 8,820.00
2. Building B ASTM E1105 (Chamber)	=	\$ 27,500.00
3. Building C AAMA 501.2 (Spray Nozzle)	=	\$ 2,940.00
4. Building C ASTM E1105 (Chamber)	=	\$ 6,140.00
5. Boom Lift Rental	=	\$ 4,000.00

Water Infiltration Testing \$49,400.00

Retests

Retesting per ASTM E1105:

If no reapplication of mylar to chamber, and no substantial repair to chamber framing to achieve pressure difference, **\$ 1,600.00 per test location**

If reapplication of mylar to chamber required, or if substantial repair to chamber framing needed to achieve pressure difference, **\$2,720.00 per test location**

Retesting per AAMA 501.2: hourly rate for staff engineer and technician at \$145/hr. and \$100/hr. respectively.

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CEL CONSULTING, INC

Product Evaluations - Metallurgy
Structural Investigations - Forensics

OUSD Greenleaf Elementary at Whittier - Phases 2 & 3

Forensic Investigations

Senior Engineer @ \$170.00/hour, Staff Engineer @ \$145.00/hour, Field Technician @ \$100/hour.
Materials and Equipment: At cost plus 15%.

Should you have any questions, please call or email.

Respectfully submitted,
CEL CONSULTING

Anil Nethisinghe

Anil Nethisinghe, P.E.
Structural Investigation Manager

This proposal, when signed by client at the space indicated below, shall constitute a legally enforceable contract on the precise, unaltered terms set forth in this proposal and the accompanying Contract Terms and Conditions.

Client: Kenya Chatman

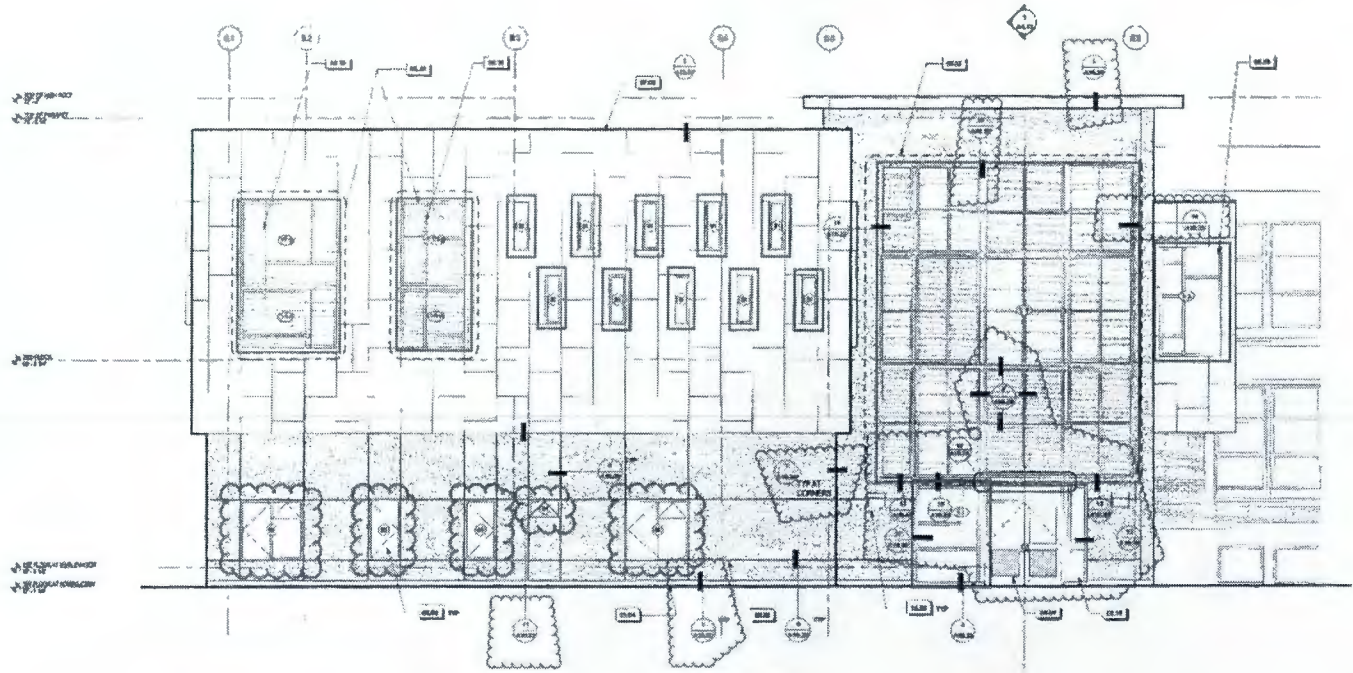
Date

CEL
Initials

CLIENT
Initials

(15) Tests per AAMA 501.2, boxed in orange

(5) Tests per ASTM E1105, clouded in orange



1 BUILDING B - SOUTH ELEVATION
 SCALE: 1/4" = 1'-0"

SHEET NOTES

1. SEE DOOR SCHEDULES ON SHEET A4.10 FOR DOOR TYPES & LOCATION.
2. ALL 91 TYPE WINDOWS HAVE WINDOW BOY. SEE A4.30 FOR WINDOW & STOREFRONT TYPES AND SCHEDULE.
3. SEE A4.11 FOR WINDOW SCREEN SCHEDULE.

KEYNOTES

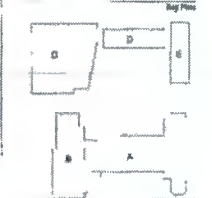
05.01	CONCRETE CURB - SLD OR BCD - SLD AT EXTERIOR
05.02	PAV GRT SUPPORT FOR STOREFRONT - SLD
05.03	CALCULATED & FINISHED PERFORATED STEEL SPACER PANELS. PER A4.11
07.05	GEM COPING
04.04	ALUMINUM STOREFRONT DOOR
05.05	ALUMINUM WINDOW
05.06	ALUMINUM STOREFRONT WINDOW
05.07	ALUMINUM CONTROL JOINT TYP
05.20	LIGHT FIXTURE - SLD

LEGEND

	00 PLASTER CEMENT - SEE WALL TYPE W0001
	04 FIBER CEMENT BOARD - SEE WALL TYPE W0001
	02 BRICK OVER CONCRETE WALL

DATE SUBMITTED:
 GENERAL CONTRACTOR:
 105 Tenth Street Suite 100
 San Francisco, CA 94103
 Tel. 415.398.4040
 Fax 415.340.4103
 www.gelfand-partners.com

DIA Application
 DR. GREENLEAF ELEMENTARY
 PHASE 2 & 3
 APR 4 04-1427
 DATE SEP 11 2005



Drawing Record

DESIGN DEVELOPMENT	10/04/04
SCHEMATIC DESIGN	1/05/05
PRELIMINARY	3/05/05
DIA ARCHITECT	3/05/05



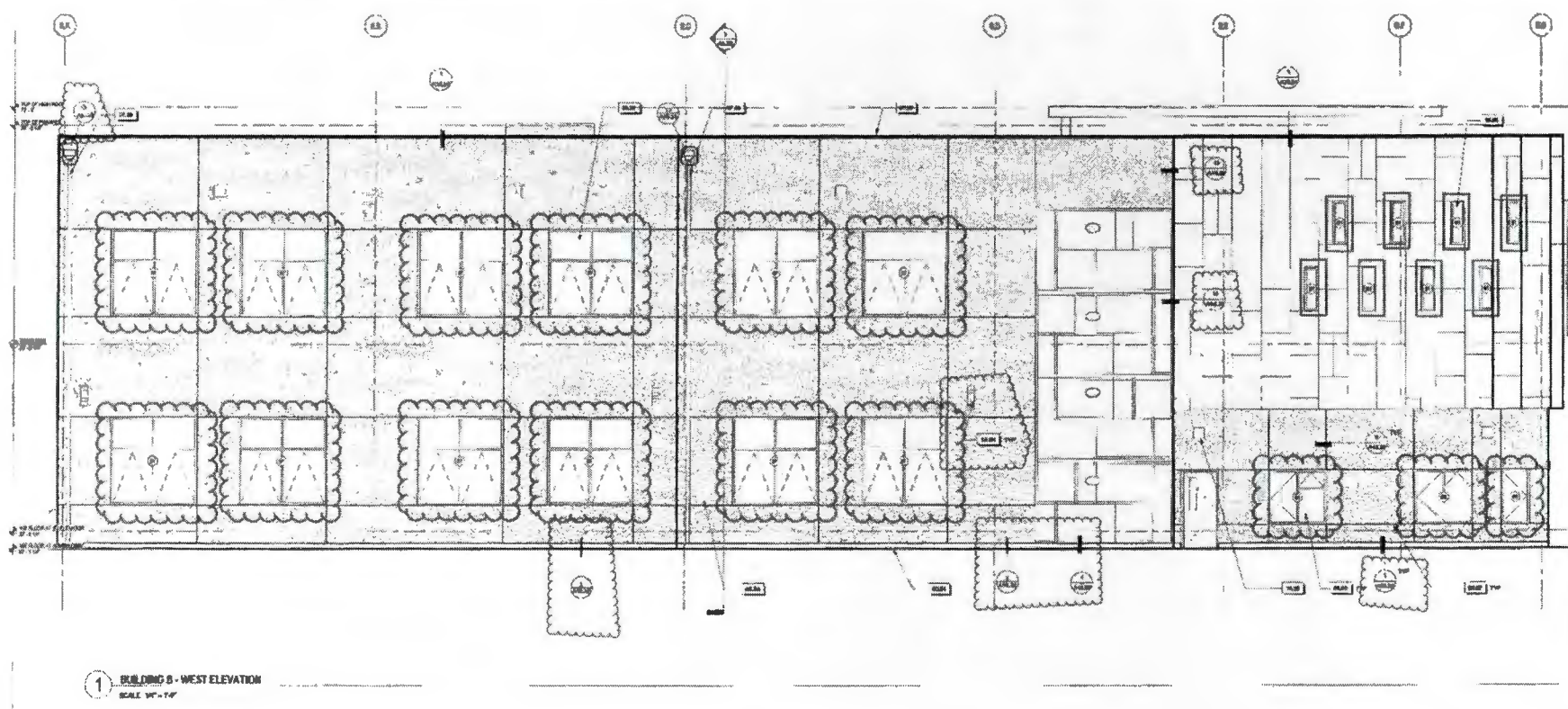
Project
GREENLEAF ELEMENTARY
AT WHITTIER
PHASE 2 & 3
 6328 East 17th St. Oakland, CA

10/05
 Sheet
BUILDING B - EXTERIOR
ELEVATIONS

A4.20

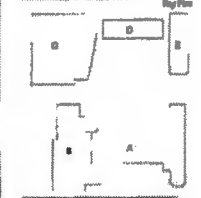
(8) Tests per AAMA 501.2, boxed in orange

(15) Tests per ASTM E1105, clouded in orange



DATE: 08/11/2010
 CANCELLED: 08/11/2010
 100 NORTH STREET, SUITE 100
 SAN FRANCISCO, CA 94103
 TEL: 415.346.4940
 FAX: 415.346.4923
 WWW.GELFAND-PARTNERS.COM

DATE: 08/11/2010
 CANCELLED: 08/11/2010
 100 NORTH STREET, SUITE 100
 SAN FRANCISCO, CA 94103
 TEL: 415.346.4940
 FAX: 415.346.4923
 WWW.GELFAND-PARTNERS.COM



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/11/2010
2	ISSUED FOR CONSTRUCTION	08/11/2010
3	ISSUED FOR CONSTRUCTION	08/11/2010
4	ISSUED FOR CONSTRUCTION	08/11/2010
5	ISSUED FOR CONSTRUCTION	08/11/2010
6	ISSUED FOR CONSTRUCTION	08/11/2010
7	ISSUED FOR CONSTRUCTION	08/11/2010
8	ISSUED FOR CONSTRUCTION	08/11/2010
9	ISSUED FOR CONSTRUCTION	08/11/2010
10	ISSUED FOR CONSTRUCTION	08/11/2010
11	ISSUED FOR CONSTRUCTION	08/11/2010
12	ISSUED FOR CONSTRUCTION	08/11/2010
13	ISSUED FOR CONSTRUCTION	08/11/2010
14	ISSUED FOR CONSTRUCTION	08/11/2010
15	ISSUED FOR CONSTRUCTION	08/11/2010
16	ISSUED FOR CONSTRUCTION	08/11/2010
17	ISSUED FOR CONSTRUCTION	08/11/2010
18	ISSUED FOR CONSTRUCTION	08/11/2010
19	ISSUED FOR CONSTRUCTION	08/11/2010
20	ISSUED FOR CONSTRUCTION	08/11/2010

1 BUILDING B - WEST ELEVATION
 SCALE: 1/4" = 1'-0"

SHEET NOTES

- SEE DOOR SCHEDULE ON SHEET A4.18 FOR DOOR TYPES & LOCATION
- ALL BY FINE WINDOWS HAVE WINDOW BOX - SEE ALSO FOR WINDOW & STOREFRONT TYPES AND SCHEDULES
- SEE ALSO FOR WINDOW SCHEDULE SCHEDULE

KEYNOTES

01.01	CONCRETE CLAD - SSD OR SCD - WLD AT EXTERIOR
01.02	GRID CORNER
01.03	RAIN WATER LEADER - RCD FOR STORM DRAIN CONNECTION
01.04	ALUMINUM WINDOW
01.05	PLASTER CONTROL JOINT
01.06	ALUMINUM CONTROL JOINT TYP
01.07	MECHANICAL OPENING - SMD
01.08	LIGHT FIXTURE - SMD

LEGEND

- (A) PLASTER CORNER - SEE WALL TYPE W0121
- (B) FRESH GROUT BOND - SEE WALL TYPE W0121
- (C) BRICK OVER CONCRETE WALL



Project
GREENLEAF ELEMENTARY
 AT WHITTIER
 PHASE 2 & 3
 6326 East 17th St. Oakland, CA
 94612
 1/8" = 1'-0"
BUILDING B - EXTERIOR ELEVATIONS

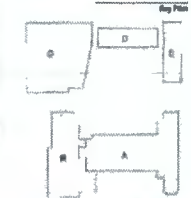
A4.21

CONTRACTOR
 CIVIL ENGINEERING
 PROFESSIONAL ENGINEER No. 44,347-1-10
 800 ONE CALIFORNIA WAY
 FORTY-FIVE
 SHERWOOD
 PROFESSIONAL ENGINEER
 TO REGISTER IN STATE OF
 CALIFORNIA
 No. 415,348,4040
 No. 415,348,4103

MECHANICAL ELECTRICAL PLUMBING
 MECHANICAL
 THE DESIGNER/ENGINEER/ARCHITECT
 CONSULTING GROUP
 1400 15th St. Suite 100
 San Francisco, CA 94103

FOR PROJECT
 MECHANICAL
 CONSULTING GROUP
 CONSULTING ENGINEER OF
 MECHANICAL

SEA Application
 Date: 04/11/2012
 FILED: 04/11/2012
 APR 11 09:14:27
 H.C. DATE: 04/11/2012
 DATE: 04/11/2012



REVISION LEVEL/REVISION	DATE
001	04/11/2012
002	04/11/2012
003	04/11/2012

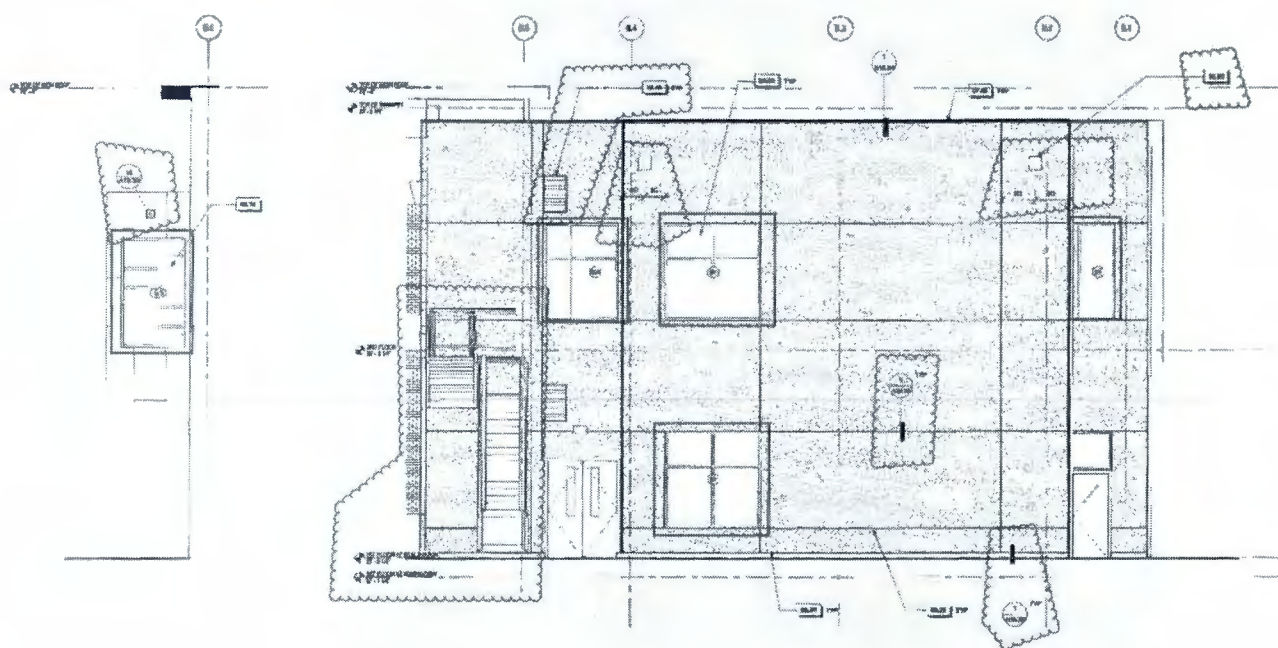


Project
GREENLEAF ELEMENTARY
 AT WHITTIER
 PHASE 2 & 3
 6328 East 17th St, Oakland, CA
 94612
 Building B - Exterior Elevations

A4.23

(5) Tests per AAMA 501.2, boxed in orange

(0) Tests per ASTM E1105, clouded in orange



2 BUILDING B - NORTH ELEVATION @ BRIDGE
 SCALE: 1/4" = 1'-0"

1 BUILDING B - NORTH ELEVATION
 SCALE: 1/4" = 1'-0"

SHEET NOTES

1. USE EGOT AS SCALE ON SHEET AS 1/4" FOR NORTH TYPES & LOCATION
2. ALL 6/1 TYPE WINDOWS HAVE RANDOM GLAZING - SEE A4.23 FOR WINDOW & STOREFRONT TYPES AND SCHEDULE
3. SEE A4.24 FOR WINDOW SCHEDULE SCHEDULE

KEYNOTES

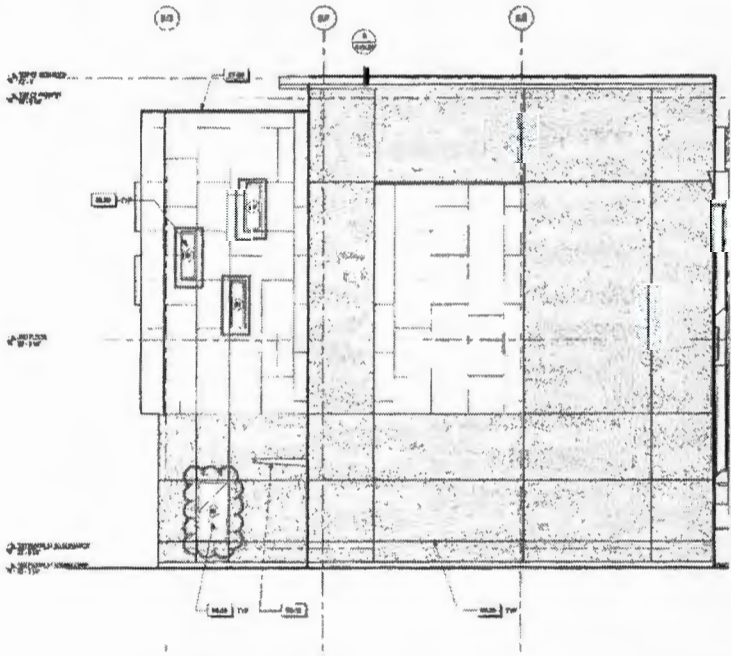
10.04	CONCRETE COLUMN - 3000 PSI - 30" DIA AT EXTERIOR
10.05	CONCRETE CORNER
10.06	ALUMINUM WINDOW
10.07	ALUMINUM STOREFRONT WINDOW
10.08	ALUMINUM CONTROL JOINT TYP
10.09	TRIMMED AIR GABLE - 3/4"
10.10	LIGHT FIXTURE - 150"

LEGEND

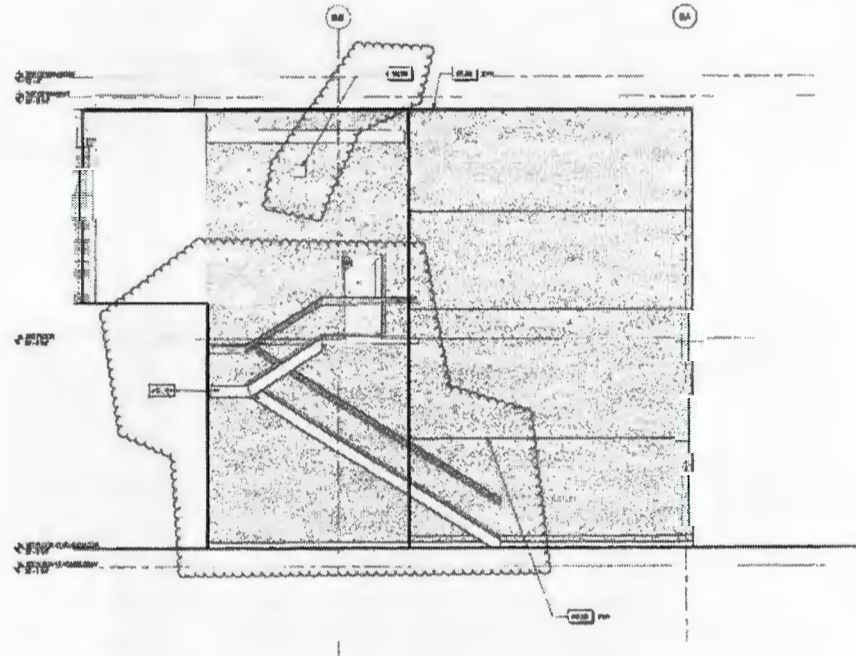
- 1/4" PLASTER CONCRETE - SEE WALL TYPE 10.04.01
- 1/4" FINISH CONCRETE - SEE WALL TYPE 10.04.02
- 1/4" FINISH OVER CONCRETE WALL

(3) Tests per AAMA 501.2, boxed in orange

(1) Tests per ASTM E1105, clouded in orange



2 BUILDING B - EAST ELEVATION B
 SCALE: 1/4" = 1'-0"



1 BUILDING B - EAST ELEVATION A
 SCALE: 1/4" = 1'-0"

SHEET NOTES

- SEE DOOR SCHEDULE ON SHEET A4.10 FOR DOOR TYPES & LOCATION.
- ALL 6/4 TYPE WINDOWS HAVE WINDOW SILL. - SEE ALSO FOR WINDOW & STOREFRONT TYPES AND SCHEDULES.
- SEE ALSO FOR WINDOW SCREEN SCHEDULES.

KEYNOTES

05.10	STEEL ANCHORS STRUCTURE - BED
07.28	OSB CLIPPING
08.28	ALUMINUM WINDOW
08.29	ALUMINUM CONTROL JOINT TYP
08.30	ALUMINUM WINDOW - BED
28.27	1/2" x 3/8" STUD - 120 AS 24

LEGEND

- PLASTER CEMENT - SEE WALL TYPE NUMBER
- FIBER CEMENT BOARD - SEE WALL TYPE NUMBER
- BRICK OVER CONCRETE WALL

CONSULT
 DR. BRUCE SMITH
 CONSULTING ENGINEER
 FOR GLASS WINDOW WALLS, SUPPLY & INSTALLATION
 1415 CALIFORNIA STREET
 SAN FRANCISCO, CA 94109
 TEL: 415.774.8800
 FAX: 415.774.8801
 WWW.BRUCESMITH.COM

USA Application
CONSTRUCTION MAP
 DIV. OF THE STATE ARCHITECT
 PLAT NO. 142
 APR. 9 09-11-09
 AC 2009 04 24 09 08 08
 DATE 07.11.09



REVISION/DESCRIPTION	DATE
CONSTRUCTION MAP	08/10
REVISION	08/10
CONSTRUCTION MAP	08/10
REVISION	08/10



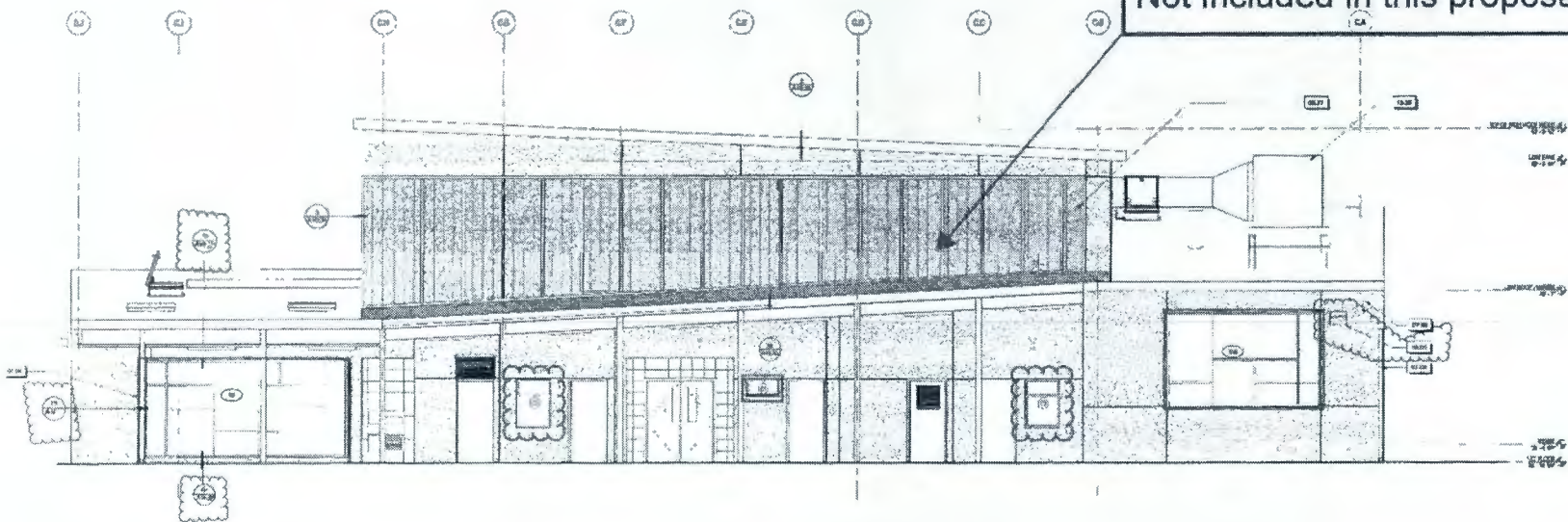
Project
GREENLEAF ELEMENTARY
 AT WHITTIER
 PHASE 2 & 3
 6126 East 17th St, Oakland, CA
 102.00
 Sheet
BUILDING B - EXTERIOR ELEVATIONS

A4.24

(3) Tests per AAMA 501.2, boxed in orange

(2) Tests per ASTM E1105, clouded in orange

Not included in this proposal



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"

Disc: 04/10/2010
CONTRACT: 04/10/2010
PROJECT: 04/10/2010
SHEET: 04/10/2010
DATE: 04/10/2010

CSA Application
IN OF THE STATE ARCHITECT
FILED IN
APR 8 10 11:47
ALL RIGHTS RESERVED
DATE: SEP 11 2015

Drawing Record

DESIGN DEVELOPMENT	10/15/14
DATE SUBMITTED	10/15/14
NO. SETS	2/20/15
DATE REVISION	04/10/15

SHEET NOTES

- 1. FOR TYPICAL EXTENDER PARTITION TYPES SEE SHEET A401
- 2. SEE A401 FOR FINISH AND STORAGE TYPES & SCHEDULE.

KEYNOTES

- 07.08 1/2" x 1/2" GUTTER
- 07.08 RAIN WATER LEADER - 6" x 6" FOR STORM DRAIN CONNECTION
- 06.21 INSULATED FIBERGLASS TRANSLUCENT PANEL
- 05.26 - EXPOSED ROCK TOP BRICK UNIT. ALL CEILING AND EQUIPMENT MOUNT - SHG
- 14.02 SURFACE MOUNTED EXTERIOR LIGHT FIXTURE - DEE

LEGEND

- PLASTER (CEMENT - SEE WALL TYPE, 1/2" x 1/2")



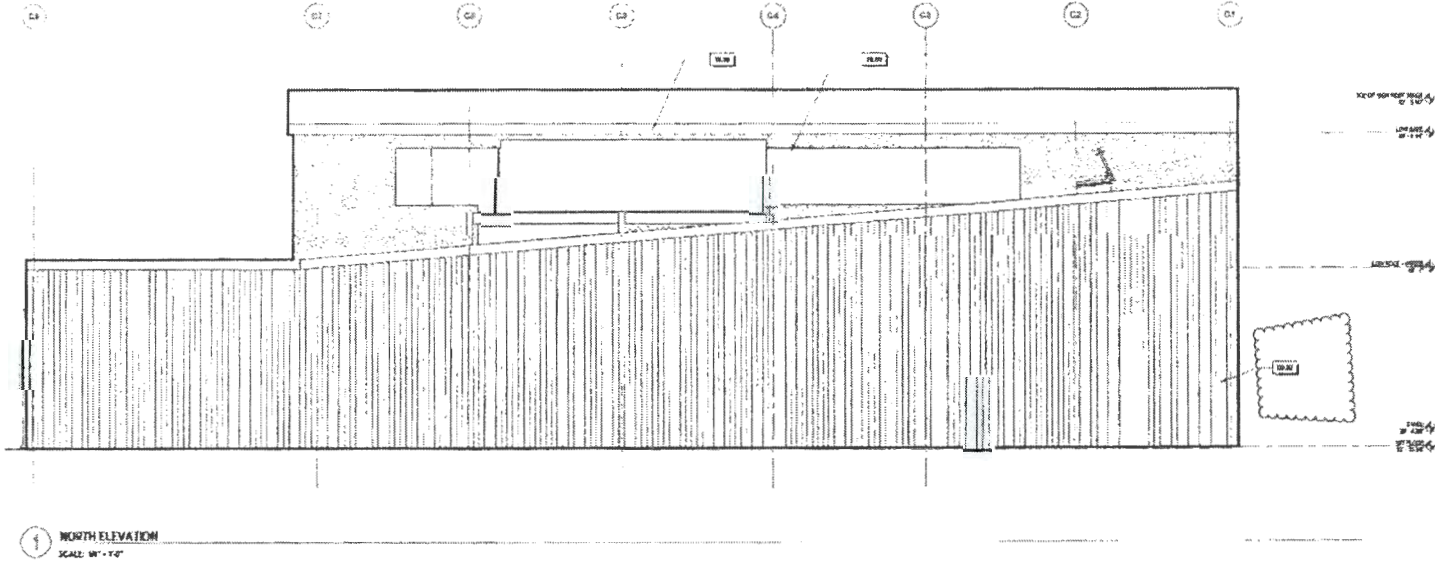
Project
**GREENLEAF ELEMENTARY
AT WHITTIER
PHASE 2 & 3**
6328 East 17th St Oakland, CA

**BUILDING C - EXTERIOR
ELEVATIONS**

A4.30

(0) Tests per AAMA 501.2, boxed in orange

(0) Tests per ASTM E1105, clouded in orange



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

Architect
Gelfand Partners
ARCHITECTS
105 Tenth Street Suite 100
San Francisco, CA 94103
Tel: 415.348.4040
Fax: 415.348.4103
www.gelfandpartners.com

ONE PROFESSIONAL CONSULTANTS
LICENSED PROFESSIONAL ARCHITECTS
FOR THE STATE OF CALIFORNIA
JANUARY 19, 2014
NO. 00000000000000000000
ARCHITECT
JAMES GELFAND ARCHITECTS
105 TENTH STREET SUITE 100
SAN FRANCISCO, CA 94103
TEL: 415.348.4040
FAX: 415.348.4103
WWW.GELFANDPARTNERS.COM
MECHANICAL ELECTRICAL PLUMBING
70 LAURELWOOD WAY
SAN FRANCISCO, CA 94134
TEL: 415.348.4040
FAX: 415.348.4103
WWW.GELFANDPARTNERS.COM
MECHANICAL ELECTRICAL PLUMBING
70 LAURELWOOD WAY
SAN FRANCISCO, CA 94134
TEL: 415.348.4040
FAX: 415.348.4103
WWW.GELFANDPARTNERS.COM

USA Application
CONTRACT NO. 15-00000000000000000000
FILE NO. 15-00000000000000000000
APR 8 04:11:07Z
AL: [Signature] FLA: [Signature] [Signature]
DATE: SU 1 2014

Drawing Record

DESCRIPTION	DATE
DESIGN DEVELOPMENT	01/15/14
SCHEMATIC DESIGN	02/15/14
PRELIMINARY	03/15/14
CONSTRUCTION PERMITS	04/15/14

SHEET NOTES

KEYNOTES

- 04.30 FRESH CEMENT SIKING
- 15.00 MECHANICAL DUCT - BMD
- 15.30 REMOVE TOP OF WALL UNIT, ALL CURBS AND EQUIPMENT MOUNT - BMD

LEGEND

- [Orange Box] MESH PANEL
- [Clouded Area] PLASTER CEMENT - SEE WALL TYPE AND DT



Project
**GREENLEAF ELEMENTARY
AT WHITTIER
PHASE 2 & 3**
8328 East 17th St, Colma, CA

Building C - EXTERIOR
ELEVATIONS

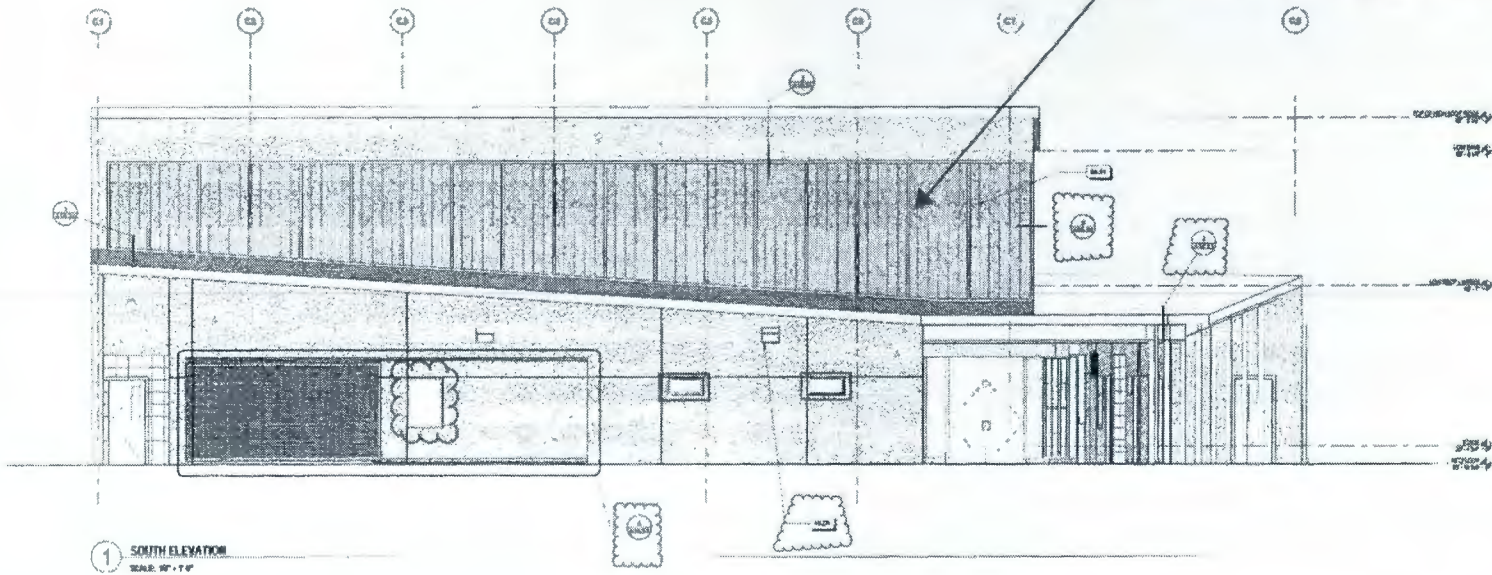
A4.31

Printed on 30lb recycled paper with 50% post consumer waste. All other materials are recycled where available.

(2) Tests per AAMA 501.2, boxed in orange

(1) Tests per ASTM E1105, clouded in orange

Not included in this proposal



1 SOUTH ELEVATION
SCALE: 3/8" = 1'-0"

Architect
Gelfand Partners
ARCHITECTS
185 Tenth Street Suite 100
San Francisco, CA 94103
Tel. 415. 345. 4040
Fax: 415. 342. 4123
www.gelfand-partners.com

ONE EXECUTIVE
GENERAL CONTRACTOR
107 SOUTH WASHINGTON ST., SUITE 100
SAN FRANCISCO, CA 94103
Tel: 415. 398. 1000
Fax: 415. 398. 1001

ARCHITECT
GELFAND PARTNERS ARCHITECTS
185 TENTH STREET, SUITE 100
SAN FRANCISCO, CA 94103
Tel: 415. 345. 4040
Fax: 415. 342. 4123

MECHANICAL/ELECTRICAL PLUMBING
THE ENGINEERS, INC.
1701 CALIFORNIA STREET, SUITE 100
SAN FRANCISCO, CA 94109
Tel: 415. 774. 1000
Fax: 415. 774. 1001

PREPARED FOR
THE CONTRACTOR
FOR THE PROJECT AND SHALL BE
CONTROLLED BY THE
ARCHITECT

054 Application
ON BEHALF OF ARCHITECT
11/29/12
APPL # 20-114227
PL. DATE: 11/29/12
DATE: 11/29/12

Drawing Record	
DESIGN DEVELOPMENT	10/15/12
ISA SUBMISSION	3/20/13
NO SET	3/20/13
ISA CHECKCHECK	3/15/13
ISA COMMENTS	3/15/13

SHEET NOTES

- 1 FOR TYPICAL EXTERIOR FINISH/TYPICAL TYPES SEE SHEET A001
- 2 SEE AS IS FOR WINDOW AND STOREFRONT TYPES & SCHEDULES

KEYNOTES

06.01 INSULATED FRIBROGLASS TRANSLUCENT PANEL
06.02 SURFACE MOUNTED EXTERIOR LIGHT FIXTURE - 360

LEGEND

PLASTER CEMENT - SEE WALL TYPE 04A-01

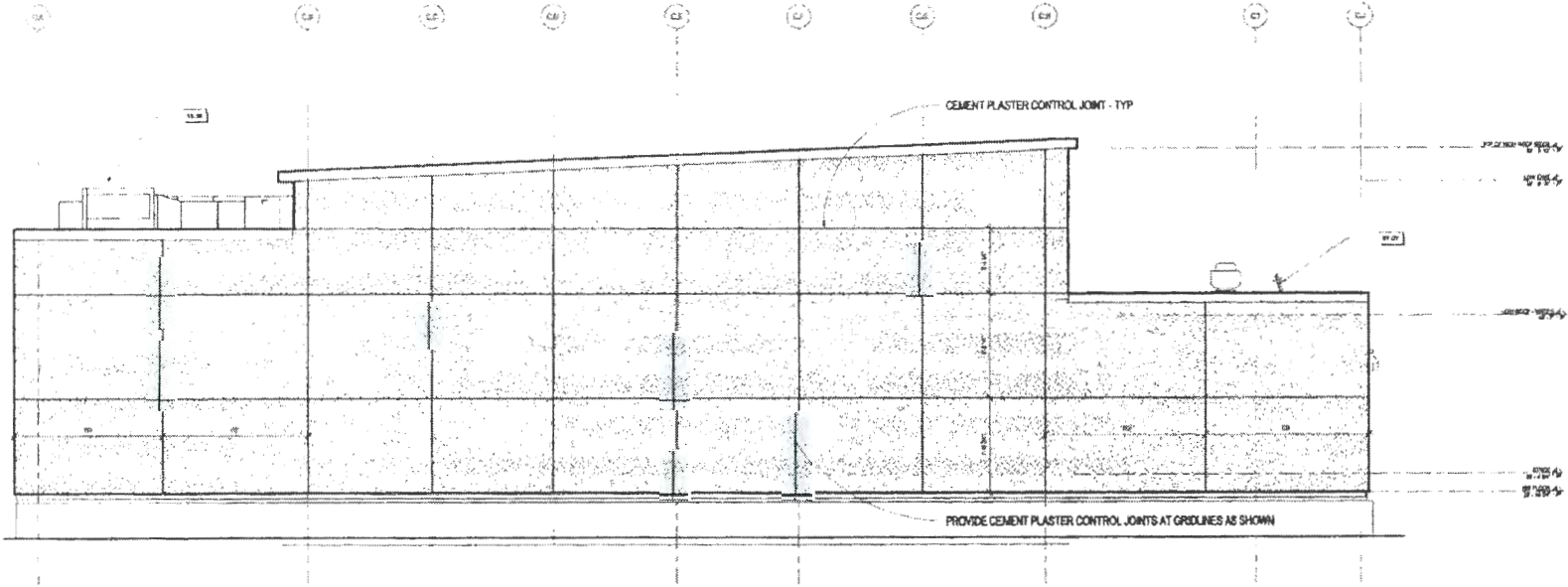


Project
GREENLEAF ELEMENTARY
AT WHITTIER
PHASE 2 & 3
6328 East 17th St, Oakland, CA

BUILDING C - EXTERIOR ELEVATIONS

A4.32

(0) Tests per AAMA 501.2, boxed in orange



1 WEST ELEVATION
SCALE: 1/4" = 1'-0"

DATE SUBMITTED: 08/20/15
CONTRACT DESCRIPTION: 1700 GREENLEAF ELEMENTARY PHASE 2 & 3
JOB NO.: 15-0001
PROJECT NO.: 15-0001
ARCHITECT: GELFAND PARTNERS ARCHITECTS
105 TENTH STREET SUITE 100
SAN FRANCISCO, CA 94103
TEL: 415.348.4040
FAX: 415.348.4100
WWW.GELFANDPARTNERS.COM

DATE APPROVED: 08/20/15
BY: THE VICE PRESIDENT
PROJECT NO.: 15-0001
DATE: 08/20/15

Drawing Record	
DESIGN DEVELOPMENT	07/20/15
DDA SUBMISSION	08/10/15
PERMIT	08/20/15
CONSTRUCTION	09/15/15
ISSUED FOR CONSTRUCTION	09/15/15
DATE	08/20/15

SHEET NOTES

- FOR TYPICAL EXTERIOR FINISH ON THIS SHEET, SEE SHEET A4.01
- SEE A4.01 FOR FINISH AND STORE FRONT TYPES & SCHEDULES.

KEYNOTES

11.01 ROOF PATCH
11.02 REMOVE PATCH FOR HVAC UNIT; ALL CORERS AND EQUIPMENT MOUNTING

LEGEND

PLASTER CEMENT - SEE WALL TYPE M6.00



Page 1
GREENLEAF ELEMENTARY
AT WHITTIER
PHASE 2 & 3
6328 East 17th St, Oakland, CA
94612

BUILDING C - EXTERIOR
ELEVATIONS

A4.33



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2015

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

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

PRODUCER Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck, NY 11021-3104 Richard S. Butwin		CONTACT NAME: Ellen Begun PHONE (A/C, No, Ext): 516-466-4200 E-MAIL ADDRESS: ebegin@butwin.com		FAX (A/C, No): 516-466-4213	
INSURED Quality Assurance Engineering dba Consolidated Engineering Laboratories, Engineering & Testing Services Corporation 2001 Crow Canyon Road #100 San Ramon, CA 94583				INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Ins Co INSURER B : Travelers INSURER C : Everest Indemnity Ins. Co. INSURER D : INSURER E : INSURER F :	
				NAIC # 16535 41769	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	GLO0381005	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X	BAP0381006	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ZUP91M34980-15	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC0381004	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		PL5E000137-151	07/01/2015	07/01/2016	Limit 2,000,000 Aggregate 4,000,000

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

OUSD Greenleaf Elementary at Whittier 13126, CEL No. 10-30014PW
 Oakland Unified School District and the State of California and their agents, representatives, employees, trustees, officers, consultants, and volunteers are additional insureds on a primary and non contributory basis

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



ZURICH

General Liability Supplemental Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
GLO0381005	07/01/2015	07/01/2016	07/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the Definitions Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the Definitions Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or

- (2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "property damage" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section III – **Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – **Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
GLO0381005	07/01/2015	07/01/2016	07/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Consolidated Engineering Labs and Engineering & Testing Services

Address (including ZIP Code): 2001 Crow Canyon Road #100
San Ramon, CA 94583

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
GLO0381005	07/01/2015	07/02/2016	07/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Consolidated Engineering Labs and Engineering & Testing Services

Address (including ZIP Code): 2001 Crow Canyon Road #100
San Ramon, CA 94583

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.
BAP0381006	07/01/2015	07/01/2016	07/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage** of the **Business Auto Coverage Form** and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage** of the **Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. **Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. **Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any party which is required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Policy No. WC0381004

Insured: Consolidated Engineering Labs and Engineering Testing Services

Insurance Company: Zurich Insurance Company

Countersigned by Ellen Begun



AMENDMENT NO. 2 INDEPENDENT CONSULTANT ROUTING FORM

Project Information			
Project Name	Whittier Expansion - New Construction	Site	163

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

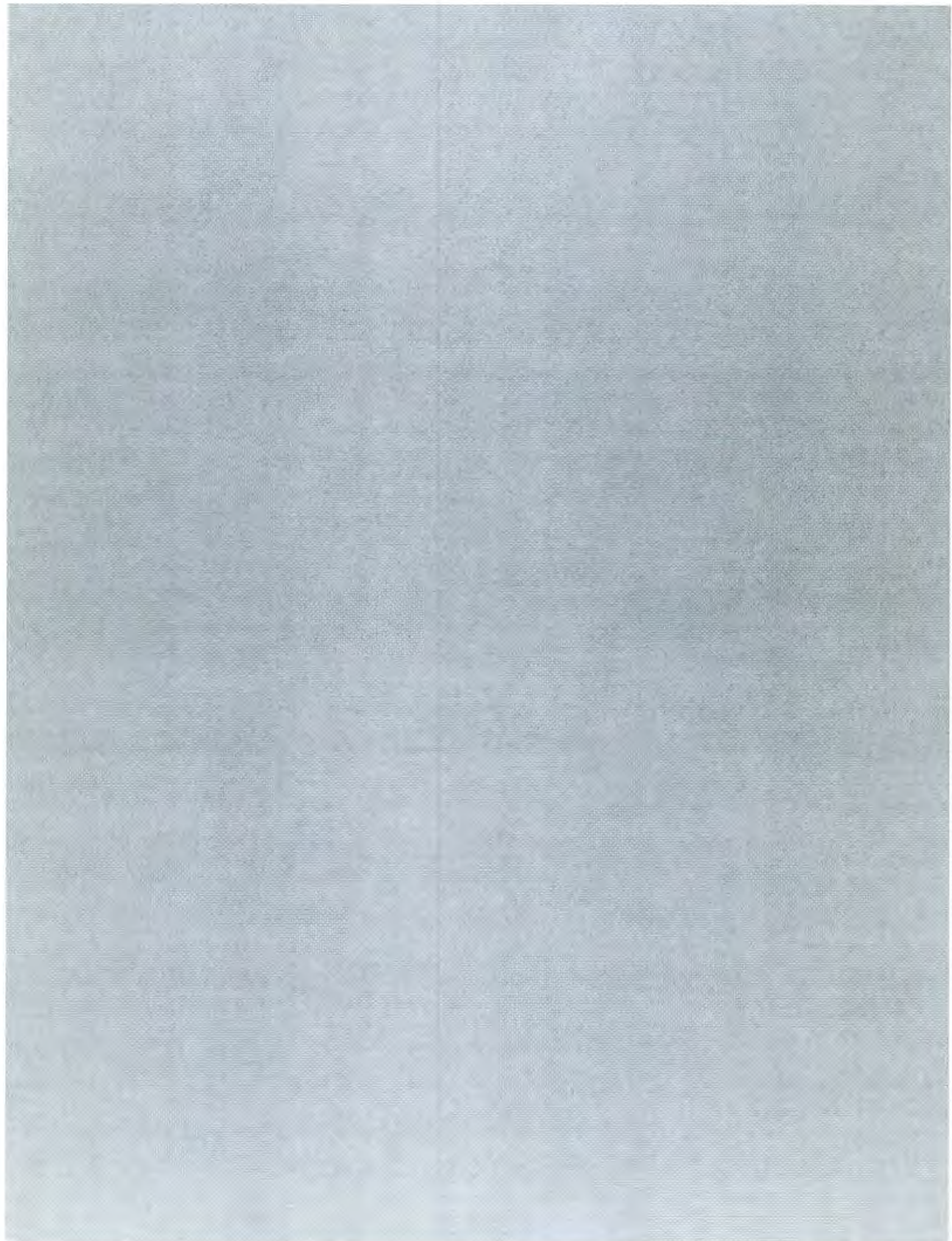
Contractor Information					
Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	Bill Cale		
OUSD Vendor ID #	1023870	Title	Project Manager		
Street Address	534 23 rd Ave	City	Oakland	State	CA Zip 94606
Telephone	510-436-7626	Policy Expires	7-1-2016		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	13126				

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

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$267,676.63
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$127,243.38
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
9450	Fund 21, Measure J	1639905825	6215	\$267,676.63

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.						
1.	Division Head		Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management					
	Signature				Date Approved	4/28/16
2.	General Counsel, Department of Facilities Planning and Management					
	Signature				Date Approved	4.27.16
3.	Interim Deputy Chief, Facilities Planning and Management					
	Signature				Date Approved	4.28.16
4.	Chief Operations Officer Facilities Planning and Management					
	Signature				Date Approved	
5.	President, Board of Education					
	Signature				Date Approved	



Board Office Use: Legislative File Info.	
File ID Number	15-1703
Introduction Date	10-14-2015
Enactment Number	15-1554
Enactment Date	10-14-15



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Achieving.

Memo

To Board of Education

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

Board Meeting Date October 14, 2015

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

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

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

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

LBP (Local Business Participation Percentage) 100.00%

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

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

Fiscal Impact Measure J

Attachments

- Independent Consultant Agreement including scope of work

FACILITIES PLANNING AND MANAGEMENT

2015 AUG 24 P 2:07

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Consolidated Engineering Laboratories. OUSD entered into an Agreement with CONTRACTOR for services on June 24, 2015, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. x The scope of work has changed.
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide field water infiltration testing per ASTM E1105 at all fenestration units on Project Frog Buildings D&E.

2. **Terms (duration):** X The term of the contract is unchanged. The term of the contract has changed.
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. X The contract price has changed.
If the compensation is changed: The contract price is amended by
 X Increase of \$25,600.00 to original contract amount
 Decrease of \$ _____ to original contract amount

and the new contract total is **One hundred forty-thousand, four hundred thirty-three dollars and twenty-five cents (\$140,433.25)**

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 10/15/15
 James Harris, President, Date
 Board of Education

[Signature] 10/15/15
 Antwan Wilson, Superintendent Date
 Secretary, Board of Education

[Signature] 8/2/15
 Lance Jackson, Interim Deputy Chief Date
 Facilities, Planning and Management

CONTRACTOR

[Signature] 08/19/2015
 Contractor Signature Date

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

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

EXHIBIT "A" Scope of Work

Contractor Name: Consolidated Engineering Laboratories

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

1. Description of Services to be Provided

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

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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

Susie Butler-Berkley 8-24-2015

 Susie Butler-Berkley
 Contract Analyst



CEL CONSULTING

A DIVISION OF CONSOLIDATED ENGINEERING

July 22, 2015

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

CEL #10-30014PW

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

Kenya:

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

Purpose

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

Scope

The scope of the work proposed will include:

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

Procedure

Water Infiltration:

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

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

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

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

Anticipated Sequence, On-site Requirements, Tasks and Personnel

Schedule

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

Safety Training

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

Set Up & Testing

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

- Water: The spray system is calibrated to function at 18" to 24" from the glazing, and requires 24 psig pressure at the nozzles. We will require a contractor supplied water line at the point of testing that can provide the needed pressure levels, along with a ¾" hose connection to which we can attach our water spray system.
Please note that the tests will generate substantial amounts of water that will have to be shed from the structure and drained. The GC on the project will need to provide any water shielding and drainage needed to maintain job safety and to protect work by other trades.

C E L C O N S U L T I N G

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

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

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

Advance Notice

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

Time to Prepare

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

Post-Test and Retests

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

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

C E L CONSULTING

Costs

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

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

Water Infiltration Testing \$25,600.00

Retests

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

Forensic Investigations

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

Should you have any questions, please call or email.

Sincerely,



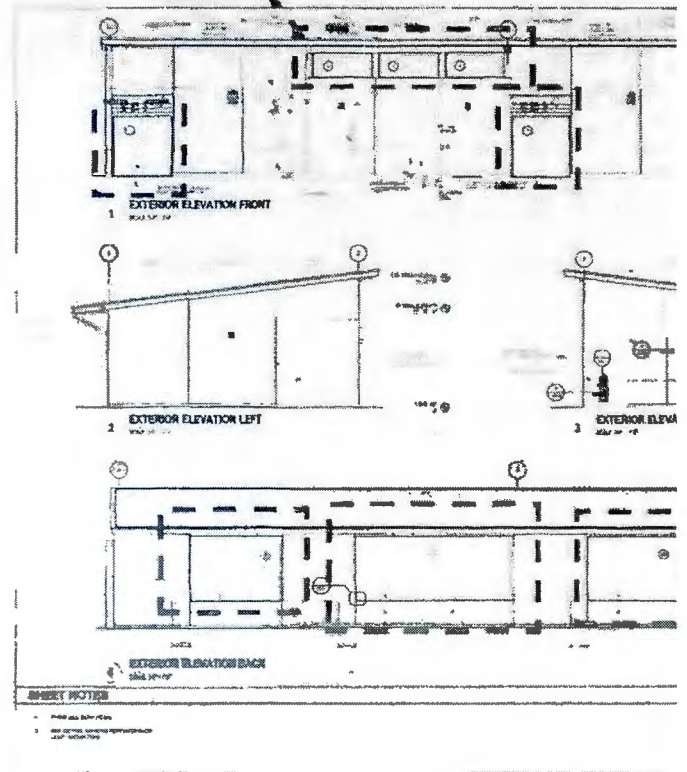
Thomas C. Richardson
Staff Engineer
CEL Consulting

CEL CONSULTING

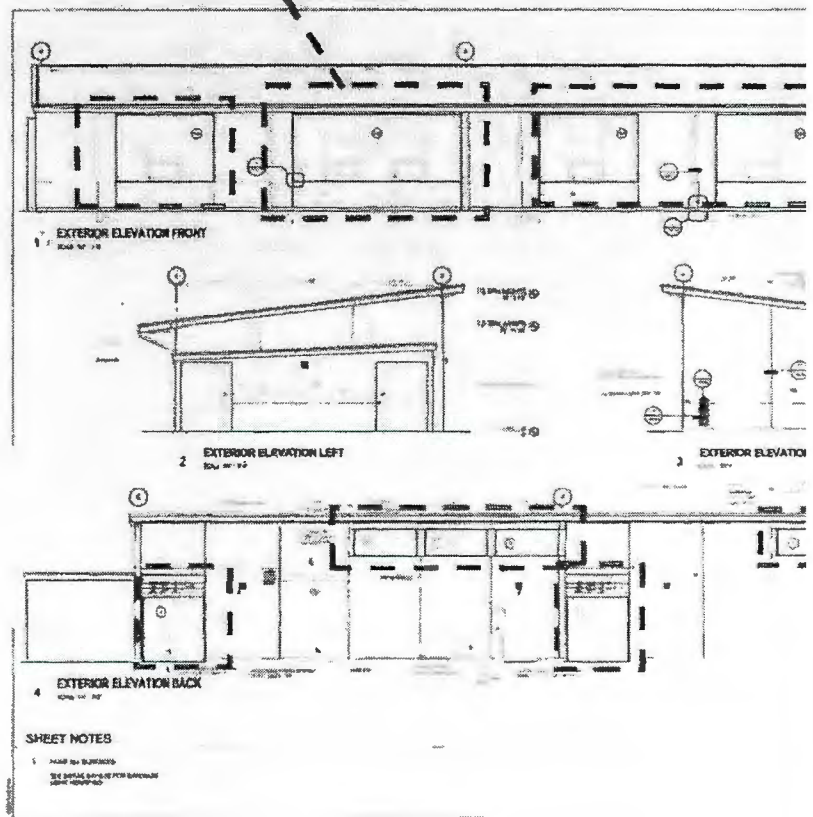
*Cost Proposal
Greenleaf Elementary at Whittier, Phase I 5*

Drawings

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



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





CERTIFICATE OF LIABILITY INSURANCE

UNISO-2 OF 10. EC
 DATE (MM/DD/YYYY)
 06/18/2015

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	GLO0381005	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,00 MED EXP (Any one person) \$ 10,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP0381006	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP91M34980-15	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 5,000,00 AGGREGATE \$ 5,000,00	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC0381004	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
C	Professional Liab \$125,000 Ded		PL5EO0137-151	07/01/2015	07/01/2016	Limit 2,000,00 Aggregate 4,000,00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Geotechnical Services at various schools
 Oakland Unified School District, its directors, officers, employees, agents, and representatives are additional insureds

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



AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Whittier Expansion – New Construction	Site	163
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	Thomas Richardson				
OUSD Vendor ID #	V062028	Title	Project Manager				
Street Address	2534 23 rd Avenue	City	Oakland	State	CA	Zip	94606
Telephone	510-436-7626	Policy Expires	7-1-2016				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13126						

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

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$140,433.25
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 25,600.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1639905820	6215	\$25,600.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head		Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management				
	Signature		Date Approved	8/25/15	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	9/1/15	
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved	8/25/15	
4.	Senior Business Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		



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



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 24, 2015

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

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

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

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

LBP (Local Business Participation Percentage) 100.00%

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

Fiscal Impact Measure J

Attachments

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

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

Whittier (Greenleaf) Expansion – New Construction

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

From June 24, 2015 until December 1, 2017

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

 X Signed Agreement
 X Workers' Compensation Certification

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

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

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

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:

5.1. NA

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's Work, District being interested only in the results obtained.

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

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

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

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

9. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

10. NA

11. Performance of Services.

- 11.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 11.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 11.3. **District Approval.** Work completed pursuant to this Agreement must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 11.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

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

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

14. Audit.

- 14.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this

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

15. Termination.

15.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.

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

15.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

15.3.1. material violation of this Agreement by the Consultant; or

15.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

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

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

17. Insurance.

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

17.1.1. Commercial General Liability and Automobile Liability Insurance.

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

17.1.2. Workers' Compensation and Employers' Liability Insurance.

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

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

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

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

17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law.
19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
20. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement, including without limitation all licenses required to perform professional engineering services and geotechnical testing services.
22. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
23. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant

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

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

If to District:

If to Contractor:

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

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

With a copy to:

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

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

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

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

34. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

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

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

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

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

unless otherwise specified.

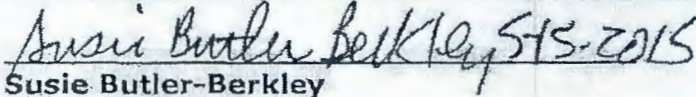
40. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:


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



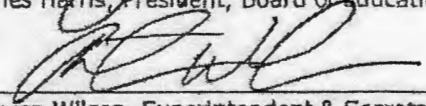
Susie Butler-Berkley
Contract Analyst

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


OAKLAND UNIFIED SCHOOL DISTRICT



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



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



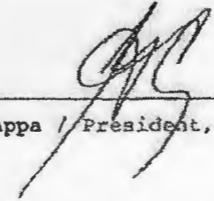
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 5/20/15 Date

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel 5-17-15 Date

CONSULTANT



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



Information regarding Consultant:

Consultant: Consolidated Engineering Laboratories 94-2988193
License No.: N/A Employer Identification and/or Social Security Number
Address: 2001 Crow Canyon Road, Ste 100
San Ramon, CA 94583
Telephone: 925-314-7100
Facsimile: 925-855-7151
E-Mail: chooper@ce-labs.com

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

Type of Business Entity:

- Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: California
 Limited Liability Company
 Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

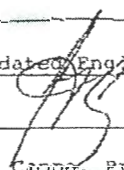
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: May 14, 2015

Name of Consultant or Company: Consolidated Engineering Laboratories

Signature: 

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

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

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

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

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

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

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

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

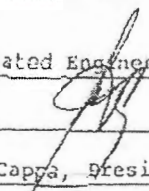
Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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

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

Date: May 14, 2015

Name of Consultant or Company: Consolidated Engineering Laboratories

Signature: 

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

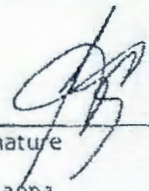
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

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

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

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

By:



Signature

Gary M. Cappa

Typed or Printed Name

Title

President/CEO

Title

EXHIBIT "A"

GEOTECHNICAL TESTING

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

EXHIBIT A



CONSOLIDATED ENGINEERING LABORATORIES

March 18, 2015

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

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

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

Dear Ms. Chatman:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide geotechnical engineering, materials testing and construction inspection services for the *OUSD Greenleaf Elementary at Whittier Expansion and Renovation project, located at 6328 East 17th St, in Oakland, California*. CEL would be proud to be part of your team, helping to ensure the construction quality and success of this project.

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

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

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

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Bill Gate
Project Manager

BC/arh

BASIS OF GEOTECHNICAL ASSUMPTIONS

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

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

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


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

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

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

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

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



CEL
Date:

CLIENT
Date:

PHASE 1 SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

Mix Review

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

Sample, Tag and Test Reinforcing Steel

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

Batch Plant Inspection

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

Reinforcing Steel Placement

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

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

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

Concrete Compression Testing

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

STRUCTURAL STEEL

Shop Inspection

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



CEL
In/Out:

CLIENT
Initials



**CONSOLIDATED ENGINEERING
LABORATORIES**

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

Field Inspection

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

Metal Deck|Shear Studs

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

High Strength Bolting

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

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

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

FIREPROOFING

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

FIRESTOPPING AND SMOKE SEALS

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

Including the following:

- Substrate preparation,
- Backer rod placement,
- Installation of fire safing and stopping materials.

CEL
In Reply

CLIENT
In Reply



CONSOLIDATED ENGINEERING
LABORATORIES

USD Greenleaf Elementary at Whittier
March 18, 2015 / CEL #10 2001-PPV

POST-INSTALLED ANCHORS

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

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

CLIENT
[Signature]

PHASE 2 & 3 SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

Mix Review

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

Sample, Tag and Test Reinforcing Steel

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

Batch Plant Inspection

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

Reinforcing Steel Placement

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

Concrete Placement

Will be performed by the IOR

Concrete Sampling

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

Concrete Compression Testing

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

STRUCTURAL STEEL

Shop Inspection

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



CLIENT
11/12/11



**CONSOLIDATED ENGINEERING
LABORATORIES**

CUSD General Cemetery at Whittier
March 18, 2015 * CEL BID 30014PW

Field Inspection

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

Metal Deck/Shear Studs

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

High Strength Bolting

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

Laboratory Testing of High Strength Bolt Assemblies (ASTM A325/A490)

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

FIREPROOFING

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

FIRE STOPPING AND SMOKE SEALS

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

Including the following:

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

CLIENT
DATE



CONSOLIDATED ENGINEERING
LABORATORIES

Office Memorandum
March 18, 2015 * CEL #10-36014PV

GLU-LAM FABRICATION

Our inspectors will perform the following inspection services:

- Inspect to determine that the proposed lumber grades, adhesive and end-joint details meet with code requirements;
- Determine that materials with lumber-grade marks are being used;
- Measure moisture content of lumber and observe compliance with acceptance range specified;
- Determination of preservative treatment requirements;
- Inspection of gluing and curing;
- Inspection of lamination for glue spread and skips;
- Observe and record finishing procedures;
- Submit written progress reports describing the tests and inspections made and documentation of the action taken to correct non-conforming work.

POST-INSTALLED ANCHORS

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

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

CLIENT

Exhibit "B"
Prices for Services



CONSOLIDATED ENGINEERING
LABORATORY

USD Green Leaf Elementary at Whittier
March 18, 2015 * CEL #10-30014PW

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

PHASE 1 PRICING			
Description	Quantity	Unit Rate	Subtotal
GEOTECHNICAL ENGINEERING			
Site Kickoff Meeting, On Site Soil Sampling			
Technician -	4 Hours	\$ 87.00	\$ 348.00
Observation and Testing - Mass Grading and Subgrade/ Building Pad Preparation (Buildings D and E)			
Technician - 2 Full Time Days, 2 Half-Time Days	24 Hours	\$ 87.00	\$ 2,088.00
Lab, Atterberg Limits (ASTM D4318)	1 Test	\$ 220.00	\$ 220.00
Lab, Max Density/Opt Moisture per ASTM D1557	2 Tests	\$ 250.00	\$ 500.00
Observation and Testing - Wall and Utility Trench Backfills			
Technician - 10 Half Days	40 Hours	\$ 87.00	\$ 3,480.00
Lab, Max Density/Opt Moisture per ASTM D1557	1 Each	\$ 250.00	\$ 250.00
Observation and Testing - Hardscape Subgrades			
Technician - 4 Half Days	16 Hours	\$ 87.00	\$ 1,392.00
Lab, Max Density/Opt Moisture per ASTM D1557	1 Each	\$ 250.00	\$ 250.00
Engineering Observation - Building A Ramp, Building D and E Footing Excavations and Walkway Canopy Foundations			
Geotechnical Engineer - 5 Half Days	20 Hours	\$ 168.00	\$ 3,360.00
DSA Review and Reporting, GICR (Geotechnical Engineering) Services during Construction			
Geotechnical Engineer	14 Hours	\$ 168.00	\$ 2,352.00
Administration	2 Hours	\$ 85.00	\$ 170.00
Photomicro Report (includes DSA-253)	Tasks as Above		
SUBTOTAL:			\$ 14,188.00
REINFORCING STEEL			
Iron Design Review	5 Each	\$ 200.00	\$ 1,000.00
Sampling and Tagging Reinforcing Steel	20 Hours	\$ 70.00	\$ 1,400.00
Rebar Bend and Tensile Test	20 Each	\$ 65.00	\$ 1,300.00
Rebar Plant Inspection	40 Hours	\$ 70.00	\$ 2,800.00
Concrete Sampling	44 Hours	\$ 70.00	\$ 3,080.00
Concrete Compressive Test	55 Cylinders / Sets	\$ 25.00	\$ 1,375.00
Sample Pick-Ups	10 Tests	\$ 25.00	\$ 250.00
SUBTOTAL:			\$ 11,205.00
WELDING			
Welding Procedure Specification Review	2 Each	\$ 200.00	\$ 400.00
Shop Fabrication Inspection	40 Hours	\$ 82.00	\$ 3,280.00
Field Welding Inspection	40 Hours	\$ 72.00	\$ 2,880.00
SUBTOTAL:			\$ 6,560.00
FINISHES			
Tolerance Verification/Sampling	20 Hours	\$ 70.00	\$ 1,400.00
Density Tests	5 Each	\$ 65.00	\$ 325.00
SUBTOTAL:			\$ 1,725.00
TESTING AND MATERIALS			
Preparation and Sample Each	20 Hours	\$ 82.00	\$ 1,640.00
SUBTOTAL:			\$ 1,640.00
ALLOWANCE FOR SKID RIMP LOAD TESTING			
Staff Engineer	12 Hours	\$ 130.00	\$ 1,560.00
Accessories	1 Each	\$ 1,000.00	\$ 1,000.00
SUBTOTAL:			\$ 2,560.00
PERMITS			
Permit Application	1 Per Permit	\$ 200.00	\$ 200.00
Project Engineering and Management 5%			\$ 1,225.00
SUBTOTAL:			\$ 1,425.00
MAN HOURS		224	GRAND TOTAL: \$ 29,893.00


Client Initials



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

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

PHASE 2 & 3 PRICING			
GENERAL CONTRACTOR SERVICES			
Site Kickoff Meeting, On Site with Landlord			
Estimate	4 Hours	\$ 45.00	\$ 180.00
Clearing and Tearing - Mass Grading and Infiltration Building and Preparation (Buildings 8 and 9)			
Technician - 4 Full Time Days, 5 Hour Times Days	52 Hours	\$ 87.00	\$ 4,524.00
Lab. Interrogation Rates (ASIM 0411)	1 Test	\$ 215.00	\$ 215.00
Lab. Max Density/Plt Moisture per ASTM D1557	1 Test	\$ 200.00	\$ 200.00
Observation and Testing - Utility Trench Backfills			
Technician - 3 Half Days	27 Hours	\$ 87.00	\$ 2,349.00
Lab. Max Density/Plt Moisture per ASTM D1557	1 Test	\$ 200.00	\$ 200.00
Observation and Testing - Hardscape Subgrades			
Technician - 3 Half Days	27 Hours	\$ 87.00	\$ 2,349.00
Engineering Observation - Building A, B and C Finishing Locations			
Professional Engineer - 3 Half Days	33 Hours	\$ 300.00	\$ 9,900.00
ISA Review and Reporting - O&M (Mechanical Engineering) Services during Construction			
Professional Engineer	18 Hours	\$ 250.00	\$ 4,500.00
Architectural	3 Hours	\$ 50.00	\$ 150.00
Final Approval Permit (Permit # 14-23)	Indirect Costs		
SUBTOTAL:			\$ 27,144.00
MECHANICAL CONTRACTOR			
Site Design Review	5 Each	\$ 300.00	\$ 1,500.00
Sampling and Tagging (Mechanical) Hours	20 Hours	\$ 70.00	\$ 1,400.00
Field Read and Write Test	12 Each	\$ 65.00	\$ 780.00
Field Field Inspection	48 Hours	\$ 98.00	\$ 4,704.00
Control Sampling	80 Hours	\$ 60.00	\$ 4,800.00
Control Comparison Tests	95 Pylflow / Test	\$ 20.00	\$ 1,900.00
Service Penetration	12 Tests	\$ 25.00	\$ 300.00
SUBTOTAL:			\$ 14,384.00
ELECTRICAL			
Working Procedure (Specialty) Review	2 Each	\$ 200.00	\$ 400.00
Field Observation - Installation	400 Hours	\$ 65.00	\$ 26,000.00
Field Site and Off-Substation	22 Hours	\$ 250.00	\$ 5,500.00
Field Witness Procedure	180 Hours	\$ 70.00	\$ 12,600.00
SUBTOTAL:			\$ 44,500.00
PAINTING			
Paints and Materials/Supplies	40 Hours	\$ 38.00	\$ 1,520.00
Painting Fees	12 Each	\$ 66.00	\$ 792.00
SUBTOTAL:			\$ 2,312.00
TESTING AND ANALYSIS			
Construction of Flexible Base	40 Hours	\$ 52.00	\$ 2,080.00
SUBTOTAL:			\$ 2,080.00
GENERAL CONTRACTOR			
Review & Approval (Permit) - Construction	11 Hours	\$ 90.00	\$ 990.00
SUBTOTAL:			\$ 990.00
POST-CONSTRUCTION			
Construction of Terminals	80 Hours	\$ 25.00	\$ 2,000.00
SUBTOTAL:			\$ 2,000.00
ARCHITECTURAL			
Permit Application	1 Each	\$ 250.00	\$ 250.00
Permit Application and Approval Fee - SA			\$ 250.00
SUBTOTAL:			\$ 500.00
GRAND TOTAL:			\$ 110,944.00

[Signature]
 CEL #10-30014-PW
 Client Initials

PROBITA



**CONSOLIDATED ENGINEERING
LABORATORIES**

March 18, 2015

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

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

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

Dear Ms. Chatman:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide geotechnical engineering, materials testing and construction inspection services for the *OUSD Greenleaf Elementary at Whittier Expansion and Renovation project, located at 6328 East 17th St, in Oakland, California*. CEL would be proud to be part of your team, helping to ensure the construction quality and success of this project.

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

- DSA form 103s Submitted November 25, 2014 (Phase 1) and March 6, 2015 (Phase 2 & 3);
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Thank you for giving CEL the opportunity to be a part of your project team. We are committed to providing our clients the very best service possible to fulfill their testing and inspection needs, and are eager to prove this commitment to you. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Bill Cate
Project Manager

BC/arh



BASIS OF GEOTECHNICAL ASSUMPTIONS

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

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

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

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

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

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

CEL
Initials

CLIENT
Initials



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

DESCRIPTION	Quantity	Unit Rate	Subtotal
GEOTECHNICAL ENGINEER OF RECORD			
Site Kickoff Meeting, On Site Soil Sampling			
Technician -	4 Hours	\$ 87.00	\$ 348.00
Observation and Testing - Mass Grading and Subgrade/ Building Pad Preparation (Buildings D and E)			
Technician - 2 Full Time Days, 2 Half-Time Days	24 Hours	\$ 87.00	\$ 2,088.00
Lab, Atterberg Limits (ASTM D4318)	1 Test	\$ 230.00	\$ 230.00
Lab, Max Density/GC Moisture per ASTM D1557	2 Tests	\$ 250.00	\$ 500.00
Observation and Testing - Well and Utility Trench Backfill			
Technician - 10 Half Days	40 Hours	\$ 87.00	\$ 3,480.00
Lab, Max Density/GC Moisture per ASTM D1557	1 Each	\$ 250.00	\$ 250.00
Observation and Testing - Hardpack Subgrades			
Technician - 3 Half Days	18 Hours	\$ 87.00	\$ 1,566.00
Lab, Max Density/GC Moisture per ASTM D1557	1 Each	\$ 250.00	\$ 250.00
Engineering Observation - Building A Ramp, Building D and E Footing Excavation and Walkway Canopy Foundations			
Geotechnical Engineer - 5 Half Days	20 Hours	\$ 280.00	\$ 5,600.00
DSA Review and Reporting, GEOR (Geotechnical Engineering) Services during Construction			
Geotechnical Engineer	14 Hours	\$ 160.00	\$ 2,240.00
Administrative	2 Hours	\$ 65.00	\$ 130.00
Final Affidavit Report (includes DSA-2-9)	Included Above		
SUBTOTAL:			\$ 14,128.00
REINFORCED CONCRETE			
Site Design Review	25 Units	\$ 200.00	\$ 5,000.00
Sampling and Tagging Reinforcing Steel	20 Hours	\$ 70.00	\$ 1,400.00
Rebar Bend and Tension Test	20 Each	\$ 65.00	\$ 1,300.00
Cast-in-Place Inspection	40 Hours	\$ 70.00	\$ 2,800.00
Concrete Sampling	44 Hours	\$ 70.00	\$ 3,080.00
Concrete Compressive Tests	55 - Cylinders / Tests	\$ 25.00	\$ 1,375.00
Sample Analysis	10 Tests	\$ 25.00	\$ 250.00
SUBTOTAL:			\$ 11,205.00
STRUCTURAL STEEL			
Writing Procedure Specification Review	2 Each	\$ 200.00	\$ 400.00
Shop Fabrication Inspection	40 Hours	\$ 82.00	\$ 3,280.00
Field Erection Inspection	40 Hours	\$ 82.00	\$ 3,280.00
SUBTOTAL:			\$ 6,960.00
INSPECTIONS			
Thickness Verification's smoging	20 Hours	\$ 78.00	\$ 1,560.00
Density Tests	5 Tests	\$ 65.00	\$ 325.00
SUBTOTAL:			\$ 1,885.00
PRELIMINARY AND SHOROTERMS			
Preparation and Issue Plans	20 Hours	\$ 82.00	\$ 1,640.00
SUBTOTAL:			\$ 1,640.00
ALLOWANCE FOR SURFACE LOAD TESTING			
Soil Engineer	12 Hours	\$ 130.00	\$ 1,560.00
Materials	1 Each	\$ 1,000.00	\$ 1,000.00
SUBTOTAL:			\$ 2,560.00
MISCELLANEOUS			
Final Affidavit	1 Per Permit	\$ 250.00	\$ 250.00
Project Supervision and Management (SA)			\$ 2,225.00
SUBTOTAL:			\$ 2,475.00
MAN-HOURS	220	GRAND TOTAL:	\$ 35,833.00

CEL Client
Initials Initials

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

PHASE 2 & 3 PRICING			
GEOTECHNICAL TESTING SERVICES			
Site Kickoff Meeting, On Site Soil Sampling			
Technician	4 Hours	\$ 87.00	\$ 348.00
Observation and Testing - Mass Grading and Subgrade/ Building Pad Preparation (Buildings B and C)			
Technician - 4 Full Time Days, 5 Half Time Days	52 Hours	\$ 87.00	\$ 4,524.00
Lab, Atterberg Limits (ASTM D4318)	1 Test	\$ 235.00	\$ 235.00
Lab, Max Density/Comp Moisture per ASTM D1557	1 Test	\$ 250.00	\$ 250.00
Observation and Testing - Utility Trench Backfill			
Technician - 3 Half Days	12 Hours	\$ 87.00	\$ 1,044.00
Lab, Max Density/Comp Moisture per ASTM D1557	1 Each	\$ 250.00	\$ 250.00
Observation and Testing - HardCape Subgrades			
Technician - 3 Half Days	12 Hours	\$ 87.00	\$ 1,044.00
Engineering Observation - Building A, B and C Footing Excavations			
Geotechnical Engineer - 8 Half Days	32 Hours	\$ 160.00	\$ 5,120.00
USA Review and Reporting, GEOR (Geotechnical Engineering) Services during Construction			
Geotechnical Engineer	16 Hours	\$ 160.00	\$ 2,560.00
Administrative	2 Hours	\$ 65.00	\$ 130.00
Final Affidavit Report (Includes OSA-204)	Included Above		
SUBTOTAL:			\$ 17,398.00
REINFORCED CONCRETE			
Site Design Review	5 Item	\$ 200.00	\$ 1,000.00
Sampling and Testing Reinforcing Steel	28 Hours	\$ 70.00	\$ 1,960.00
Rebar Bond and Tensile Test	12 Each	\$ 65.00	\$ 780.00
Rebar Plant Inspection	48 Hours	\$ 70.00	\$ 3,360.00
Concrete Sampling	60 Hours	\$ 70.00	\$ 4,200.00
Concrete Compressive Test	95 Cylinders / Sets	\$ 25.00	\$ 2,375.00
Simple Split-Ten	12 Tests	\$ 25.00	\$ 300.00
SUBTOTAL:			\$ 14,635.00
STRUCTURAL STEEL			
Welding Procedure Specification Review	2 Each	\$ 200.00	\$ 400.00
Shop Fabrication Inspection	160 Hours	\$ 62.00	\$ 9,920.00
High Strength Bolt Assembly	12 Hours	\$ 210.00	\$ 2,520.00
Field Welding Inspection	160 Hours	\$ 62.00	\$ 9,920.00
SUBTOTAL:			\$ 23,840.00
FINISHWORK			
Thickness Verification/Sampling	40 Hours	\$ 78.00	\$ 3,120.00
Density Tests	12 Each	\$ 65.00	\$ 780.00
SUBTOTAL:			\$ 3,900.00
PAVESTOPPING AND SMOKE SEAL			
Hotmix Asphalt and Smoke Seal	60 Hours	\$ 62.00	\$ 3,720.00
SUBTOTAL:			\$ 3,720.00
WELD FABRICATION INSPECTION (CONCRETE)			
Weld Fabrication Inspection (Concrete)	12 Hours	\$ 90.00	\$ 1,080.00
SUBTOTAL:			\$ 1,080.00
POST-INSTALLED ANCHORS			
Field Tension Test Report	40 Hours	\$ 70.00	\$ 2,800.00
SUBTOTAL:			\$ 2,800.00
MISCELLANEOUS			
Final Affidavit	1 Per Permit	\$ 250.00	\$ 250.00
Project Engineering and Management fee		\$ 2,750.00	\$ 2,750.00
SUBTOTAL:			\$ 3,000.00
MAN-HOURS	608	GRAND TOTAL:	\$ 79,000.00

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

PRICING

DISCLAIMER: The proposed rates and fee to be in effect through June 30, 2015. Thereafter, the rates are subject to an annual increase of four percent (4%) per year to include the annual cost increases.

Work over 8 hours per day	Time and One-Half
Work over 12 hours, Monday through Friday	Double Time
Work on Saturdays	Time and One-Half
Work over 8 hours on Saturdays	Double Time
Work on Sundays/Holidays	Double Time
Surge or Surveys Shift Premium	\$20.00 per Hour
Work from 8-2 Hours	2-Hour Minimum Billing
Work from 2-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Work from 8-8 Hours	6-Hour Minimum Billing
Showing Time	1-Hour Minimum Billing
Sample Pickup	\$25.00/ Trip
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
Final Affidavit (per permit number)	
Grouped on working days advanced return	\$150.00
Extra Copies (over four per issue date) of Inspection Reports	
and 1 copy ASCE/ENR	\$20.00/each
Project Engineering and Management	5% of fees
Reimbursables	Cost + 15%
CAVOC Plan Writing Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
mileage	\$0.80/mile
Per Diem, including lodging	\$20.00/day

QUANTITY DISCLAIMER:

This quote outlined herein was based on the following sources:

- * DSA Ford 7035 submitted 11/25/15 (phase 1) and 3/6/15 (phase 2&3)
- * Plans dated 11/7/14 (phase 1) and specifications not dated (phase 1)
- * Plans and specifications dated 3/6/15 (phase 2&3)

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

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

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

CEL	Client
<i>initials</i>	<i>initials</i>



PHASE 1 SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

Mix Review

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

Sample, Tag and Test Reinforcing Steel

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

Batch Plant Inspection

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

Reinforcing Steel Placement

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

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

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

Concrete Compression Testing

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

STRUCTURAL STEEL

Shop Inspection

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

CEL
Initials

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**CONSOLIDATED ENGINEERING
LABORATORIES**

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

Field Inspection

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

Metal Deck | Shear Studs

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

High Strength Bolting

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

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

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

FIREPROOFING

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

FIRE STOPPING AND SMOKE SEALS

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

Including the following:

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

CEL
Initials

CEL
Initials



CONSOLIDATED ENGINEERING
LABORATORIES

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

POST-INSTALLED ANCHORS

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

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

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CEL
initials

CLIENT
Initials



PHASE 2 & 3 SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

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

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CONSOLIDATED ENGINEERING
LABORATORIES

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

Field Inspection

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

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

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

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

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CONSOLIDATED ENGINEERING
LABORATORIES

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

GLU-LAM FABRICATION

Our inspectors will perform the following inspection services:

- Inspect to determine that the proposed lumber grades, adhesive and end-joint details meet with code requirements;
- Determine that materials with lumber-grade marks are being used;
- Measure moisture content of lumber and observe compliance with acceptance range specified;
- Determination of preservative treatment requirements;
- Inspection of gluing and curing;
- Inspection of lamination for glue spread and skips;
- Observe and record finishing procedures;
- Submit written progress reports describing the tests and inspections made and documentation of the action taken to correct non-conforming work.

POST-INSTALLED ANCHORS

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

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

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CERTIFICATE OF LIABILITY INSURANCE

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

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

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


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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	7133088	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIQP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	3500812	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			BE031731077	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	036332881	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATU. TOBY LIMITS <input type="checkbox"/> OTH. CR. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Llab Retro Date 9/1/85			EO00004162-05 100,000 DED	07/01/2014	07/01/2015	Ea Claim 2,000,000 Aggregate 3,000,000	

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

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

ENDORSEMENT

This endorsement, effective 07/01/2014

forms a part of

policy No. 7133088

issued to Quality Assurance Engineering dba Consolidated Engineering
Laboratories

by National Union Fire Ins. Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

Ellen Bequer

Authorized Representative or
Countersignature (in States Where
Applicable)

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

Insurance shown in the Declarations,
whichever is less.

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

ENDORSEMENT

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

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

by National Union Fire Ins. Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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

Ellen Begun

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 07/01/2014

forms a part of

policy No. 3500812

issued to Quality Assurance Engineering
dba Consolidated Engineering Laboratories

by National Union Fire Ins. Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

All other terms and conditions remain unchanged.

Ellen Begun

Authorized Representative or
Countersignature (in States Where
Applicable)



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Whittler (Greenleaf) Expansion – New Construction	Site	163




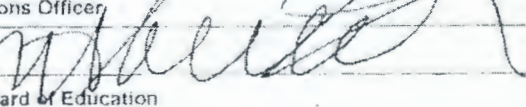
Basic Directions	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/>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

Contractor Information							
Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	Bill Cale				
OUSD Vendor ID #	1023870	Title	Project Manager				
Street Address	534-23 rd Avenue	City	Oakland	State	CA	Zip	94606
Telephone	510-460-0581	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	13126						

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

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$114,833.25
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1639905820	6265	\$114,833.25

Approval and Routing (in order of approval steps)					
<small>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.</small>					
	Division Head	Charles Love	Phone	510-535-7081	Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager			Date Approved	5/15/15
2.	General Counsel, Department of Facilities Planning and Management			Date Approved	5-16-15
3.	Interim Deputy Chief, Facilities Planning and Management			Date Approved	5/20/15
4.	Chief Operations Officer			Date Approved	5/29/15
5.	President, Board of Education			Date Approved	

Ln 4, p 10



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Whittier Expansion - New Construction Project	Site	163
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Basic Directions

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

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

Contractor Name	Consolidated Engineering Lab	Agency's Contact	Bill Cale
OUSD Vendor ID #	I023870	Title	Project Manager
Street Address	534 23 rd Ave	City	Oakland
Telephone	510-436-7626	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	13126	Policy Expires	7-1-2017

Term

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

Total Contract Amount	\$	Total Contract Not To Exceed	\$286,618.40
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 18,941.77
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
9450	Fund 21, Measure J	1639905825	6215	\$18,941.77 LAK

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature		Date Approved	5/12/2017
2.	General Counsel, Department of Facilities Planning and Management	Signature		Date Approved	5/23/2017
3.	Deputy Chief, Facilities Planning and Management	Signature		Date Approved	
4.	Senior Business Officer, Board of Education	Signature		Date Approved	
5.	President, Board of Education	Signature		Date Approved	