

Board Office Use: Legislative File Info.	
File ID Number	12-0548
Committee	Facilities
Introduction Date	2-22-2012
Enactment Number	12-0833
Enactment Date	2-22-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date February 22, 2012

Subject Amendment No. 2, Professional Services Facilities Contract - Consolidated Engineering Laboratories- Jefferson Portable Replacement Project

Action Requested Approval by the Board of Education of an Amendment No. 2, Professional Services Facilities Contract with Consolidated Engineering Laboratories (CEL) for Testing Services on behalf of the District at Jefferson Portable Replacement Project, in an amount not to exceed \$5,065.00 increasing previous contract amount from \$132,206.36 to a not-to-exceed amount of \$137,271.36. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background This amendment is to change the numbering and the total amount.

Local Business Participation Percentage 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety,

reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the



planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of an Amendment No. 2, Professional Services Facilities Contract with Consolidated Engineering Laboratories (CEL) for Testing Services on behalf of the District at Jefferson Portable Replacement Project, in an amount not to exceed \$5,065.00 increasing previous contract amount from \$132,206.36 to a not-to-exceed amount of \$137,271.36. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES 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 14, 2008**, and the parties agree to amend that Agreement as follows:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input 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>This amendment is to correct the numbering of Amendment No. 1 to Amendment No. 2 and the not-to-exceed amount is changed from \$132,206.36 to \$137,271.36.</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 <u>5 months (days/weeks/months)</u>, and the amended expiration date is <u>December 31, 2011.</u></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 <u>\$5,065.00 (add this amount back into the contract)</u></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <u>One hundred thirty-seven thousand, two hundred seventy-one dollars and thirty-six cents (\$137,271.36)</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	2-23-2011	The scope of the project is for CEL to conduct a standard AAMA 501.2 calibrated nozzle water infiltration field test for the storefront windows/doors, architectural windows and skylight at Jefferson Portable Replacement.	\$19,600.00

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

CONTRACTOR

Jody London, President, Board of Education

2/23/12
 Date

Contractor Signature 09/27/2011
Date

Edgar Rakestraw, Jr., Secretary
 Board of Education

2/23/12
 Date
 Date

Gary M. Cappa
 Print Name, Title CEO

Timothy White, Assistant Superintendent
 Facilities, Planning and Management

Date

CONTRACTOR AND MANAGEMENT

LEGISLATIVE FILE

File ID Number 12-0548
 Introduction Date 2-22-12
 Enactment Number 12-0833
 Enactment Date 2-22-12

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

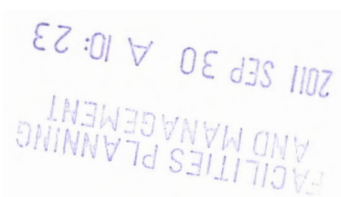
SCOPE OF WORK

Contractor Name: [Contractor Name]

Billing Rate: _____

Description of Services to be Provided

1. **Goals or Objectives**
Provide changes to the amendment numbering and the amount.
 2. **Description of Services to be Provided**
This amendment is to correct the numbering of Amendment No. 1 to Amendment No. 2 and the not-to-exceed amount is changed from \$132,206.36 to \$137,271.36.
 3. **Deliverables**
Change the Amendment numbering and the amount.
-



Board Office Use: Legislative File Info.	
File ID Number	11-0264
Committee	Facilities
Introduction Date	2-15-2011
Enactment Number	11-0313
Enactment Date	2-23-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date February 23, 2011

Subject Amendment No. 1, Professional Services Facilities Contract - Consolidated Engineering Laboratories- Jefferson Portable Replacement Project

Action Requested Approval by the Board of Education of a Amendment No. 1, Professional Services Facilities Contract with Consolidated Engineering Laboratories (CEL) for Testing Services on behalf of the District at Jefferson Portable Replacement Project, in an amount not-to exceed \$19,600.00, increasing previous contract amount from \$112,606.36 to a not to exceed amount of \$132,206.36 and revising the end date from August 19, 2012 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background As the interface between window systems/storefronts/skylights and the adjacent exterior finishes are more prone to failure, only the perimeter joints/seals are to be tested. A random sampling of 33% windows/storefronts and skylight are chosen for testing the day of the test. In the event any one system experiences a failure, CEL, will increase their testing frequency to 100% of the windows/storefronts and skylight on the project, as represented by the not to exceed amount of \$19,600.00. If the 33% randomly selected windows/storefronts and skylight pass, total amount will be reduced to \$13,040.

Local Business Participation Percentage 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety,

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES 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 February 11, 2010, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>			
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is for CEL to conduct a standard AAMA 501.2 calibrated nozzle water infiltration field test for the storefront windows/doors, architectural windows and skylight at Jefferson Portable Replacement.</u>			

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> .
If term is changed: The contract term is extended by an additional 5 months (days/weeks/months) , and the amended expiration date is December 31, 2012 .			

3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by			
<input checked="" type="checkbox"/> Increase of \$19,600.00 to original contract amount			
<input type="checkbox"/> Decrease of \$ _____ to original contract amount			
and the new contract total is <u>One hundred thirty-two thousand, two hundred and six dollars and thirty-six cents (\$132,206.36)</u>			

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

5. **Amendment History:**

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

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

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

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Consolidated Engineering Laboratories

Billing Rate: One hundred thirty-two thousand, two hundred six dollars and thirty-six cents (\$132,206.36)

Description of Services to be Provided

1. Goals or Objectives

Conduct standards survey AAMA 501.2 calibrated nozzle

2. Description of Services to be Provided

CEL to conduct a standard AAMA 501.2 calibrated nozzle water infiltration field test for the storefront windows/doors, Architectural windows and skylight at Jefferson.

3. Deliverables

Report.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
Gary Yee, President, Board of Education

2/24/11
Date

[Signature]
Edgar Rakestraw, Jr., Secretary
Board of Education

2/24/11
Date
Date

[Signature]
Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date

CONTRACTOR

Charlie Bruce 01/13/11
Contractor Signature Date

Charlie Bruce CFO
Print Name, Title

File ID Number: 11-0264
Introduction Date: 2-15-11
Enactment Number: 11-0313
Enactment Date: 2-23-11
By: [Signature]



C E L CONSULTING

A DIVISION OF CONSOLIDATED ENGINEERING

October 7, 2010

Mr. John Esposito
Oakland Unified School District
955 High Street
Oakland, CA 94601

**Subject: Jefferson Elementary: Portable Replacement Project - Proposal
Water Infiltration Field-Testing of Installed Storefront and
Architectural Windows and Skylight**

Dear John,

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

Purpose

The purpose of the testing will be to determine if the installed windows and skylight on the subject project can resist the water infiltration tests performed upon them.

Scope

The scope of the work proposed will be performed using the procedure outlined in *AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls and Sloped Glazing Systems*.

Also included in the scope of work is reporting of the test procedures, deviations if any, and results.

Retesting, if there are instances of water infiltration, with subsequent repairs, is not covered under the scope of work proposed. Retesting rates will be at the same rates as the initial testing.

Procedure

Water Infiltration:

AAMA 501.2 will be the primary procedure used for water infiltration field-testing. The general procedure involves using a Type B-25 brass nozzle with attached pressure gage. The water pressure is set between 30 to 35 psi, and the water stream directed at perimeter joints, horizontal and vertical framing, as well as framing intersections. Each lineal foot

Anticipated Sequence, On-site Requirements, Tasks and Personnel

Schedule

We anticipate that the units to be tested will not be available for concurrent testing based on the project specifications. We therefore anticipate the work will be divided into three periods of testing.

If more periods of testing are required due to the progress of the project, or rather the lack thereof, we will request an additional fee to cover the stop and re-start costs.

If we arrive to test and the glazing systems scheduled to be tested are in fact not complete or ready (missing sealant, gasket, etc.) we will request an additional fee to cover the move-in, move-out costs.

Safety Training

Our personnel may require onsite Safety Training prior to or on arrival onsite for work. Please advise us of the requirements for this Project. Please advise if mandatory drug testing is required during or prior to safety training.

Set Up & Testing

We will require participation of the site General Contractor (GC) to assist in providing the following items:

- CEL Consulting will provide all ladders, lifts, scaffolding required for our tests. Any support that can be provided by the GC will reduce our final costs to the school district.
- Water: The spray system is calibrated to function at 12" from the window framing and requires 30 to 35-psig pressure at the nozzle inlet. We have approximately 100' of ¾" hose line that is designed to work with our system. If no water sources within that range are available, we will require the GC to either provide additional hose, or to arrange for ¾" water supply line within the 100' distance.

Please note that the tests will generate substantial amounts of water that will have to be shed from the structure and drained. The GC will need to provide water shielding and drainage needed to maintain job safety and to protect work by other trades. We do not maintain or supply equipment required for water drainage and management during testing.

- 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 coordinated and performed by the GC and/or related trades. We recommend that the insulation and gypsum wall board manufacturer

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not be allowed to install around the glazing systems until the infiltration testing is performed and the glazing accepted. Scheduling is a key factor in this area.

During testing, we shall note and photograph any instances of water infiltration observed and include them with the reports issued.

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.

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, additional testing costs are performed on a Time and Materials basis.

If required by Oakland Unified, we can assist in providing forensic services on a Time and Materials basis as well.

Costs

These costs are based on the total lineal feet of perimeter joint and window framing for the exterior of the building, as shown on Architectural Drawings A3.1 and A3.2. Prices are based on two-man field-testing team of Staff Engineer and Field Technician.

Two scopes of testing are available as described below. Please be advised that the AAMA standard specifies all joinery, perimeter and intermediate members, however we could modify this (and list it as a deviation from the procedure) to include just the perimeter joints. This reduced approach is suggested as a way to reduce the testing time yet still achieve one of the primary purposes of the field test which is to check the glazing system's integration into the wall materials in which they are installed.

Perimeter and Intermediate Members

- | | |
|--------------------------------|-------------------------------------|
| 1. 100% Testing by Hand Nozzle | 14 Days @ \$ 1,640 Each = \$ 22,960 |
| 2. 50% Testing by Hand Nozzle | 8 Days @ \$ 1,640 Each = \$ 13,120 |
| 3. 33% Testing by Hand Nozzle | 5 Days @ \$ 1,640 Each = \$ 8,200 |

Perimeter Joints Only

- | | |
|---------------------------------|------------------------------------|
| 4. 100% Testing by Hand Nozzle | 9 Days @ \$ 1,640 Each = \$ 13,120 |
| 5. 50% Testing by Hand Nozzle | 5 Days @ \$ 1,640 Each = \$ 8,200 |
| * 6. 33% Testing by Hand Nozzle | 4 Days @ \$ 1,640 Each = \$ 6,560 |

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Lifts, Ladders and Scaffold

- * 7. Lifts, Ladders and Scaffold 3 Periods @ \$ 2,160 Each = \$ 6,480

Safety Training

- ~~8. Site Safety Training, 1 Engineer, 1 Field Technician ~~\$ 700~~~~

Retests

- ~~9. ~~\$1,700 per day~~, plus man lifts if required, for two-man crew, Staff Engineer and Field Technician.~~

Forensic Investigations

10. Senior Engineer @ \$150.00/hour, Staff Engineer @ \$125.00/hour, Field Technician @ \$75.00/hour.
Materials and Equipment: At cost plus 20%.

This completes our proposal. Should you have any questions, please call or email.

Sincerely,
CEL Consulting



Thomas C. Richardson
Staff Engineer



K. C. Dewell, Senior Engineer
Civil Engineer No. 29110

CEL CONSULTING

534 23rd Avenue • Oakland, CA 94606 • (510) 436-7626 • FAX (510) 434-7719

LEGISLATIVE FILE

File ID No. 10-0136
Introduction Date 2-2-2010
Enactment No. 10-0266
Enactment Date 2-10-10
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
February 10, 2010

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Agreement for Professional Services - Consolidated Engineering Laboratories - Jefferson Elementary School Project

ACTION REQUESTED

Approval by the Board of Education of a Professional Services Agreement with Consolidated Engineering Laboratories on behalf of the District for Testing Services at Jefferson Elementary School Portable Replacement Project Project, in an amount not-to-exceed \$112,606.36. The term of this Agreement shall commence on February 11, 2010 and shall conclude no later than August 19, 2012.

BACKGROUND

The Consultant is providing the required testing for Division of State Architect (DSA) for final approval of the project upon completion.

STRATEGIC ALIGNMENT

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

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

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers

ER: TEW:SMB

but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to provide geotechnical engineering services and materials testing and special inspection for the Jefferson Portable Replacement Project.

FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement with Consolidated Engineering Laboratories on behalf of the District for Testing Services at Jefferson Elementary School Portable Replacement Project Project, in an amount not-to-exceed \$112,606.36. The term of this Agreement shall commence on February 11, 2010 and shall conclude no later than August 19, 2012.

Key code: 1289901830-6215

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Consolidated Engineering Laboratories

FOR

**Jefferson Elementary School Portable Replacement Project
O.U.S.D. Project Number: 06002**

January 21, 2010

OAKLAND UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94606 (hereafter "District") and CONSOLIDATED ENGINEERING LABORATORIES, 2001 Crow Canyon Road, San Ramon, CA 94583 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services pertaining to provide geotechnical, material and construction inspection testing for the Jefferson Elementary School Portable Replacement Project Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself, as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.1.4 Appendix D, Consultant's Billing Rates, Direct Costs

1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

2 Term of the Agreement

2.1 The term of this Agreement shall commence on February 11, 2010 and shall conclude no later than August 19, 2012.

3 Services Consultant Agrees to Perform

3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within

the times specified.

- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B".
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of

project.

- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8 Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be

construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide

the following:

- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
- 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12 Suspension of Work

12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

To Consultant: Robert Morse
Consolidated Engineering Laboratories
2001 Crow Canyo Road
San Ramon, CA 94583

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analyses or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/District Employees/Assignment

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement, other than the sub-consultants listed herein: *none*.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement; Modifications of Agreement

24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix C, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: Consolidated Engineering

By: Charlie Price

Dated: 01/12/2010

Title: CFO

OAKLAND UNIFIED SCHOOL DISTRICT

By: Gary Yee
Gary Yee, President of the Board of Education

Dated: 2/11/10

By: Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., District Secretary

Dated: 2/11/10

By: Timothy E. White
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: 1/21/10

Approved as to form:

Cate Boskoff
Cate Boskoff, Facilities Counsel

Dated: 1-21-10

Attachments: Agreement for Professional Services with Consolidated Engineering dated May 4, 2008

Consultant: Consolidated Engineering
School: Jefferson Elementary School
Funding: General Obligation Bond-Measure B

LEGISLATIVE FILE
File ID No. 10-0136
Introduction Date 2/2/10
Enactment No. 10-0266
Enactment Date 2/10/10 *er*

APPENDIX A

SCOPE OF WORK

The scope of the project is to provide geotechnical, material and construction inspection testing. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

END OF APPENDIX A

APPENDIX B

COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a not to exceed fee of **one hundred twelve thousand, six hundred six dollars and thirty-six cents (\$112,606.36)** for the Jefferson Elementary School Portable Replacement Project.

Work to be billed monthly on a time and material basis in conformance with the rate schedule on Appendix D.

REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

END OF APPENDIX B

APPENDIX C

PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

February 11, 2010 to August 19, 2012

PROJECT BUDGET:

The budget established for this scope of work is **NOT TO EXCEED one hundred twelve thousand, six hundred six dollars and thirty-six cents (\$112,606.36)**. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget.

CONFIDENTIALITY AGREEMENT

This Confidentiality agreement is between Consolidated Engineering Laboratories (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of consulting services for the Jefferson Elementary School Portable Replacement Project.

Consultant agrees to keep confidential and not disclose to anyone other than the State Administrator, his/her designee, and authorized personnel in the District's Facilities Planning & Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities Planning & Management of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed in this agreement does not create any interest expectation in any work to be performed.

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

END OF APPENDIX C

APPENDIX D

CONSULTANT'S BILLING RATES & DIRECT COSTS:

Cost of labor services shall be as follows:

Geotechnical Engineering Services	\$45,060.00
Materials Testing and Special Inspection	\$57,486.36
TOTAL	\$112,606.36

All rates stated herein will remain in effect through August 19, 2012. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past August 19, 2012.

END OF APPENDIX D



SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING SERVICES

The geotechnical portions of this project will be performed under the direction of CEL's Geotechnical Engineer, which will be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge will perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing the American Society for Testing and Materials (ASTM) D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination will be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing will be performed in accordance with Caltrans methods. CEL will provide:

- Perform a site reconnaissance, review the geotechnical engineer report prepared for this project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter;
- Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports;
- Observation and testing during site clearing and mass grading;
- Observing the foundations excavations for structures;
- Observation and testing during backfilling of utility trenches;
- Observation and testing during backfilling around retaining walls;
- Observation and testing during subgrade preparation and baserock placement in asphalt paved areas;
- Observation and testing during asphalt concrete placement.

Observation and testing will consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.

REINFORCED CONCRETE

Mix Review

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

Reinforcing Steel Placement

Will be performed by the Inspector of Record (IOR).

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

Our inspector will be on-site to perform casting of concrete cylinders for compression testing at a frequency of four cylinders for every 50 cubic yards placed.

Scope of Services, Reinforced Concrete (cont'd)

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.

PRECAST CONCRETE

We will provide inspection at the precast plant to determine quality. Our inspector will determine the plant and construction methods of the fabricator are satisfactory, the design and construction conforms to the code, and that the contractor is supplying the proper equipment. Our inspector's services will include:

- Take specimens of ready-mixed concrete for slump and strength tests;
- Inspect to determine forms are true, tight, properly braced, oiled or wetted, and cleaned of debris;
- Inspect to determine reinforcing steel conforms to plans as to sizes, dimensions, spacing, splicing, and bending. Inspect to determine embeds are of specified size and have adequate concrete coverage;
- Determine reinforcing steel has the required clearance and protective encasement and the proper spacing of stirrups and ties;
- Determine that concrete is properly consolidated;
- Review necessary records of batching and mixing, placing and curing;
- Visually inspect welding of embeds for panels.

STRUCTURAL AND MISCELLANEOUS 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.

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 Uniform Building Code (UBC), 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 ASTM guidelines.



CONSOLIDATED ENGINEERING
LABORATORIES

Jefferson Elementary School Portable Replacement Project
CEL #10-23347PW and GEO #84-02500-PW * November 17, 2009

Scope of Services, Structural and Miscellaneous Steel (cont'd)

High-Strength Bolt Assemblies

As required, three (3) bolt assemblies per size, lot and heat number will be laboratory tested.

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 AND CEILING WIRES

As required, we will perform proof load/torque testing of the expansion anchors and ceiling wires 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 and ceiling wires, additional tests will be required per plans.



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

November 17, 2009

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

Via E-Mail: john.esposito@consultant.ousd.k12.ca.us

Subject: *Oakland Unified School District - Jefferson Elementary School Portable Replacement Project
2035 40th Avenue, Oakland, California
CEL #10-23347PW; GEO #84-02500-PW; DSA Application #110415; File #1-29
Materials Testing and Construction Inspection Services*

Dear Mr. Esposito:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide materials testing and construction inspection services for the *Oakland Unified School District - Jefferson Elementary School Portable Replacement* project, located at *2035 40th Avenue* 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:

- Civil Drawings prepared by Kister Savio + REI, Inc., dated September 3, 2009;
- Architectural Drawings prepared by HKIT Architects, dated September 15, 2009;
- Structural Drawings prepared by Bluestone Engineering, Inc., dated September 15, 2009;
- Project Manual dated September 15, 2009;
- Division of the State Architect (DSA) Structural Tests and Special Inspections (DSA-103);
- Geotechnical Study prepared by Jensen-Van Lienden Associates, Inc.

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

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Robert Morse
Business Development Executive

BASIS OF PROPOSAL

GEOTECHNICAL ENGINEERING SERVICES

Based on our review of the project documents, it appears the project will consist of the construction a 27,000 square feet, two-story building, and various exterior site improvements including concrete hardscapes, new asphaltic concrete pavements, and underground utility installation. Minor retaining walls are anticipated. Per the geotechnical report, grading is expected to be consist of between 3 to 4 feet of over excavation and recompaction of existing fill soil, as well as placement of select, non-expansive fill within the upper one (1) foot of the building pad. The proposed building will be supported on shallow spread footings with some drilled piers for exterior canopies. We understand that the building and areas adjacent to the building will be constructed prior to summer of the year 2010, while a large portion of underground utilities located within the area of the existing buildings will be performed during the summer break of year 2010.

Prior to grading activities, Consolidated Engineering Laboratories (CEL) will need to review all the project plans and documents, and prepare a Transfer of Geotechnical Engineer-of-Record letter. Our services during construction would include:

- Plan review and preparation of Transfer of Geotechnical Engineer-of-Record letter (to be performed before major grading begins);
- Geotechnical engineering consultation during construction;
- Analytical soil sampling and testing prior to soil off-haul, if needed;
- Observation and moisture/density testing using a nuclear gauge during building pad preparation;
- Observation and moisture/density testing using a nuclear gauge during utility trench backfilling;
- Observation and moisture/density testing using a nuclear gauge during pavement and concrete section preparation;
- Foundation and pier excavation observations;
- Project coordination and field daily reports review during construction;
- Final Summary Letter of our observations and testing for construction of the project.

Our preliminary review of the geotechnical documents indicates that 12-inches of non-expansive fill is required for the development of the building pad. Consideration should be given to lime treating the pad instead importing non-expansive fill. This would also be advantageous as this project is to be graded in the winter. Lime treated soils perform well in wet weather construction. We therefore are also proposing an optional scope of work to perform lime treatment testing. The scope of work would include the following:

- Perform 3 Plasticity Index Tests on Lime treated soil samples;
- Perform engineering analysis of the results of lab testing;
- Prepare a supplemental letter with lime treatment results.



Basis of Proposal (Cont'd)

MATERIALS TESTING AND SPECIAL INSPECTIONS

CEL recently completed the Lincoln Elementary School New 2-story classroom project, which consisted of twelve (12) new classrooms. The Jefferson Elementary School project is very similar in that it is a 2-story building with twelve (12) new classrooms and is approximately the same square footage. We have utilized the actual hours billed for the Lincoln Elementary School project to provide a realistic cost for materials testing and special inspections.

Based on our review of the project documents and our experience on similar projects, we anticipate twenty-one (21) structural concrete pours to complete the project as follows:

- Five grade beam pours;
- Three slab-on-grade pours;
- Two elevator pit pours;
- Three drilled pier pours;
- Eight miscellaneous pours.

We anticipate the structural steel will be fabricated, concurrently, at a local facility. Furthermore, we anticipate our services will be performed during normal business hours, Monday through Friday. We do not anticipate our services will be required for overtime, shift or weekend work. Our cost proposal is based on the hours billed for the Lincoln Elementary School New Classroom project.

It has been identified that batch plant and rebar testing is not required.

A Construction Schedule was not available at the time of preparing this cost proposal. Once one is available, we would like an opportunity to review and revisit our proposal, if necessary.

In the event that the Client requests testing and inspection services that are not included in our cost proposal, they will be billed at the unit rates herein.



CONSOLIDATED ENGINEERING
LABORATORIES

Jefferson Elementary School Portable Replacement Project
CEL #10-23347PW and GEO #84-02500-PW * November 17, 2009

OAKLAND UNIFIED SCHOOL DISTRICT
JEFFERSON ELEMENTARY SCHOOL
PORTABLE REPLACEMENT PROJECT
OAKLAND, CALIFORNIA
DSA APPLICATION #110415; FILE #1-29
GEOTECHNICAL ENGINEERING SERVICES PRICING

Description	Quantity	Unit Rate	Subtotals	
GEOTECHNICAL ENGINEERING SERVICES (ON-SITE IMPROVEMENTS): GEO #84-02500-PW				
BUILDING PAD GRADING				
Building Pad Grading (8 Days)	64 Hours	\$ 80.00	\$ 5,120.00	
Atterberg Limits	2 Each	\$ 220.00	\$ 440.00	
Maximum Density/Optimum Moisture	3 Each	\$ 300.00	\$ 900.00	
			SUBTOTAL: \$	6,460.00
SITE WORK INCLUDING UNDERGROUND UTILITIES AND PAVEMENT AREAS				
Underground Utility Backfilling (35 Days)	280 Hours	\$ 80.00	\$ 22,400.00	
Subgrade and Baserock Prep for Pavement Areas and Hardscapes (10 Days)	80 Hours	\$ 80.00	\$ 6,400.00	
Sieve Analysis	4 Each	\$ 150.00	\$ 600.00	
Maximum Density/Optimum Moisture	4 Each	\$ 300.00	\$ 1,200.00	
			SUBTOTAL: \$	30,600.00
PIER DRILLING OBSERVATION				
Pier Drilling Observation	24 Hours	\$ 125.00	\$ 3,000.00	
			SUBTOTAL: \$	3,000.00
PLAN REVIEW, CONSULTATION, FINAL FIELD DAILY REVIEW, FOUNDATION EXCAVATION OBSERVATIONS				
Consultation, Letters, Site Visits, PM, Meeting, Attendance, Plan Review, Foundation Observations	20 Hours	\$ 160.00	\$ 3,200.00	
Site Visits, Meeting Attendance	20 Each	\$ 90.00	\$ 1,800.00	
			SUBTOTAL: \$	5,000.00
MAN-HOURS		468	GEOTECHNICAL ENGINEERING SERVICES TOTAL: \$	
			45,060.00	



OAKLAND UNIFIED SCHOOL DISTRICT
 JEFFERSON ELEMENTARY SCHOOL
 PORTABLE REPLACEMENT PROJECT
 OAKLAND, CALIFORNIA
 DSA APPLICATION #110415; FILE #1-29

MATERIALS TESTING AND SPECIAL INSPECTIONS PRICING

Description	Quantity	Unit Rate	Subtotals
MATERIALS TESTING AND SPECIAL INSPECTIONS #10-23347PW			
REINFORCED CONCRETE			
Mix Design Review	3 Each	\$ ✓ 100.00	\$ 300.00
Concrete Sampling	104 Hours	\$ ✓ 68.00	\$ 7,072.00
Compression Tests	112 Cylinders / 28 Sets	\$ ✓ 25.00	\$ 2,800.00
Sample Pick-Ups	23 Trips	\$ ✓ 40.00	\$ 920.00
			SUBTOTAL: \$ 11,092.00
PRECAST CONCRETE			
Inspection	20 Hours	\$ 68.00	\$ 1,360.00
Compression Tests	20 Each / 5 Sets	\$ 25.00	\$ 500.00
Sample Pick-Ups	5 Trips	\$ 40.00	\$ 200.00
			SUBTOTAL: \$ 2,060.00
STRUCTURAL AND MISCELLANEOUS STEEL			
Weld Procedure Review	2 Each	\$ 100.00	\$ 200.00
Shop Fabrication Inspection	236 Hours	\$ ✓ 68.00	\$ 16,048.00
Field Welding Inspection	240 Hours	\$ ✓ 68.00	\$ 16,320.00
High-Strength Bolt Assemblies (Laboratory Testing)	15 Each	\$ 200.00	\$ 3,000.00
			SUBTOTAL: \$ 35,568.00
GLUE-BAR FABRICATION			
Continuous Inspection	40 Hours	\$ ✓ 95.00	\$ 3,800.00
			SUBTOTAL: \$ 3,800.00
POST-INSTALLED ANCHORS AND CEILING WIRES			
Proofload or Torque Testing	44 Hours	\$ 68.00	\$ 2,992.00
			SUBTOTAL: \$ 2,992.00
MISCELLANEOUS			
Special Inspection Verified Reports (SIVR)			\$ 300.00
Project Engineering and Management 3%			\$ 1,674.36
			SUBTOTAL: \$ 1,974.36
MAN-HOURS		684	
MATERIALS TESTING AND SPECIAL INSPECTIONS TOTAL:			\$ 57,486.36



CONSOLIDATED ENGINEERING
LABORATORIES

Jefferson Elementary School Portable Replacement Project
CEL #10-23347PW and GEO #84-02500-PW * November 17, 2009

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING SERVICES

The geotechnical portions of this project will be performed under the direction of CEL's Geotechnical Engineer, which will be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge will perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing the American Society for Testing and Materials (ASTM) D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination will be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing will be performed in accordance with Caltrans methods. CEL will provide:

- Perform a site reconnaissance, review the geotechnical engineer report prepared for this project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter;
- Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports;
- Observation and testing during site clearing and mass grading;
- Observing the foundations excavations for structures;
- Observation and testing during backfilling of utility trenches;
- Observation and testing during backfilling around retaining walls;
- Observation and testing during subgrade preparation and baserock placement in asphalt paved areas;
- Observation and testing during asphalt concrete placement.

Observation and testing will consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.

REINFORCED CONCRETE

Mix Review

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

Reinforcing Steel Placement

Will be performed by the Inspector of Record (IOR).

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

Our inspector will be on-site to perform casting of concrete cylinders for compression testing at a frequency of four cylinders for every 50 cubic yards placed.



Scope of Services, Reinforced Concrete (cont'd)

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.

PRECAST CONCRETE

We will provide inspection at the precast plant to determine quality. Our inspector will determine the plant and construction methods of the fabricator are satisfactory, the design and construction conforms to the code, and that the contractor is supplying the proper equipment. Our inspector's services will include:

- Take specimens of ready-mixed concrete for slump and strength tests;
- Inspect to determine forms are true, tight, properly braced, oiled or wetted, and cleaned of debris;
- Inspect to determine reinforcing steel conforms to plans as to sizes, dimensions, spacing, splicing, and bending. Inspect to determine embeds are of specified size and have adequate concrete coverage;
- Determine reinforcing steel has the required clearance and protective encasement and the proper spacing of stirrups and ties;
- Determine that concrete is properly consolidated;
- Review necessary records of batching and mixing, placing and curing;
- Visually inspect welding of embeds for panels.

STRUCTURAL AND MISCELLANEOUS 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.

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 Uniform Building Code (UBC), 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 ASTM guidelines.



Jefferson Elementary School Portable Replacement Project
CEL #10-23347PW and GEO #84-02500-PW * November 17, 2009

Scope of Services, Structural and Miscellaneous Steel (cont'd)

High-Strength Bolt Assemblies

As required, three (3) bolt assemblies per size, lot and heat number will be laboratory tested.

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 AND CEILING WIRES

As required, we will perform proof load/torque testing of the expansion anchors and ceiling wires 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 and ceiling wires, additional tests will be required per plans.



CONTRACT TERMS AND CONDITIONS

- I. **FEES:** The estimated contract price is based on the best information made available to CEL at the time the estimate was performed. If subcontractors perform more quickly than scheduled, Client will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, Client may receive a resulting increase in costs for testing. Client recognizes that the additional services rendered herein under this Proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime. 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. Fees for CEL's services will be billed on a time and expenses basis at the unit rates quoted and CEL shall submit biweekly invoices for services rendered and for reimbursable expenses incurred. Invoices are due within 30 days from receipt. Past due invoices are subject to a finance charge of 3% per month or the maximum rate permitted by law.
- II. **FINAL AFFIDAVIT:** The first invoice from CEL shall include the estimated cost to prepare the Final Inspection Report. However, the Final Inspection Report will not be issued until the sixth working day following the request for the Final Inspection Report by Client's authorized representative. Additionally, as a condition precedent to release of the Final Inspection Report, Client shall have paid in full for all services performed by CEL pursuant to this Agreement.
- III. **INSPECTION:** Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor, subcontractors, or materialmen in any way from their obligations and responsibilities under the construction contracts. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite of any party other than CEL employees.
- IV. **STANDARD OF CARE:** In providing services under this agreement, CEL shall exercise that degree of skill and care ordinarily used by other reputable members of CEL's profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require CEL to meet any higher standard and this paragraph shall control over any such contrary provision. CEL makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice. CEL will provide only those services that, in the opinion of CEL, lie within the technical and professional areas of expertise of CEL as set forth herein and which CEL is adequately staffed and equipped to perform. Client shall request in writing if Client desires CEL to provide services outside of the scope of services described herein. CEL shall advise Client of any services that lie outside the technical and professional expertise of CEL.
- V. **LIABILITY:** In recognition of the relative risks of the Client and CEL on the Project, Client agrees, to the maximum extent permitted by law, that CEL's liability to Client and any third party, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to CEL or \$25,000, whichever is greater. Client agrees to compensate CEL at its standard hourly rates in the event CEL is requested to perform services in connection with litigation, claims or disputes arising out of this project or in the event CEL, its agents or employees are subpoenaed or otherwise compelled to participate in litigation, claims or disputes arising out of this project. CEL shall not be responsible for acts and/or omissions of any party or parties involved in the design of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the Agreement documents, or in accordance with recommendations contained in any correspondence or written recommendations issued to CEL.
- VI. **LITIGATION:** In case of any dispute, claim, question, or disagreement arising out of or relating to this Contract or the breach thereof, the parties hereto shall use all reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Client and CEL agree to continue to perform their obligations under this Contract during the good faith resolution of such a dispute, claim, question, or disagreement. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Contract or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition such other relief as may be granted, to reasonable attorneys' fees and costs. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code section 1717.



Contract Terms and Conditions (cont'd)

- VII. STATE PREVAILING WAGE: It shall be Client's sole responsibility to notify CEL of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if CEL is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. In addition, in the event notification is not given to CEL, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon CEL for any failure to comply with the prevailing wage laws.
- VIII. CLIENT'S RESPONSIBILITIES: Client or Client's authorized representatives will promptly and timely provide CEL with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information for the proper performance of CEL pursuant to this Contract. Client agrees that CEL has been engaged to provide technical professional services only, and that CEL does not owe a fiduciary responsibility to Client. Client shall secure and maintain throughout the full period of this Contract, sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Contract. CEL shall not be responsible for any errors and/or omissions in the performance of CEL's work or services rendered resulting from Client's failure to provide CEL with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CEL. Client or Client's authorized representatives will give a minimum of 24 hours notification for all dispatch requests. Cancellations received on the day of inspection are subject to a 2-hour show-up charge.
- IX. HAZARDOUS MATERIALS REQUIREMENT: If hazardous materials are encountered by CEL's employees on Client's project site resulting in the need for specialized training or certifications as required by State and Federal agencies in order for CEL's inspection personnel to perform their duties, then all related costs for such specific training, including class time, will be billed to Client with a 15% markup. Personnel time for necessary training classes will be billed at the hourly rate quoted herein.
- X. ADDITIONAL SERVICES: Should additional services be requested that are not included in CEL's proposed scope of services, CEL will provide these services at the unit rates listed in our published 2009 Fee Schedule.
- XI. ACCEPTANCE OF CONTRACT: This Contract is subject to acceptance only of the terms and conditions stated herein. Any additional or different terms and conditions proposed by Client are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by CEL. There shall be no contract except upon the terms and conditions provided herein. By directing CEL to commence performance, after your receipt of this Contract, you agree to comply with all the terms and conditions set forth herein. This Contract contains the entire and integrated agreement between Client and CEL and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract cannot be amended or modified except by a written addendum, executed by each of the parties hereto. This Contract shall be interpreted and enforced in accordance with the laws of the State of California.
- XII. BASIS OF CHARGES: The proposed unit rates will be in effect through June 30, 2010. Thereafter, the unit rates are subject to an annual increase of seven percent (7%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day, or on Saturdays	Time and One-Half
Work over 12 Hours	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$8.00 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$40.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Special Inspection Verified Reports (SIVR) (request six working days advanced notice)	\$300.00
Extra Copies (over four per issue date) of Inspection Reports and SIVR	\$15.00/each
Project Engineering and Management	3% of Fees
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.50/Mile
Per-Diem, including lodging	\$88.00/Day



CERTIFICATE OF LIABILITY INSURANCE

OPID EB
CONSO-2

DATE (MM/DD/YYYY)

01/20/10

PRODUCER Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck NY 11021-3104 Phone: 516-466-4200 Fax: 516-466-4213	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Consolidated Engineering Labs 2001 Crow Canyon Road #100 San Ramon CA 94583	INSURER A National Union Fire Ins. Co.	19445
	INSURER B Natl Union Fire Ins Co of Pitt	
	INSURER C Houston Casualty Co.	
	INSURER D	
	INSURER E	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	4022676	07/01/09	07/01/10	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS	3853974	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	BE2275709	07/01/09	07/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WC7578176	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1000000 E L DISEASE - EA EMPLOYEE \$ 1000000 E L DISEASE - POLICY LIMIT \$ 1000000
C		OTHER Professional Liab Retro Date 1985	H70815292	10/01/09	07/01/10	Ea Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

OUSD Jefferson ES Portable Replacement
 Oakland Unified School District and its directors, officers, employees, agents and representatives are additional insureds on a primary and non contributory basis

CERTIFICATE HOLDER

CANCELLATION

OAKUNIS Oakland Unified School District 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. 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 for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is primary and non contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

This insurance is primary and non contributory

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY PURSUANT TO THE TERMS OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO WITH SUCH PERSON OR ORGANIZATION

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

The following is added to Paragraph B, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2009 forms a part of

policy No. CA 385-39-74 issued to CONSOLIDATED ENGINEERING LABORATORIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2009 forms a part of

policy No. CA 385-39-74 issued to CONSOLIDATED ENGINEERING LABORATORIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

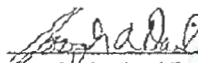
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO"

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

This insurance is primary and non contributory



Authorized Representative or
Countersignature (in States Where
Applicable)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 07/01/2009 forms a part of Policy No. WC 007-57-8176

Issued to CONSOLIDATED ENGINEERING LABORATORIES

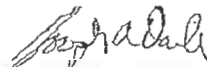
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

ROUTING FORM

Jefferson ES Portable
Replacement Project

Check contract title: Professional Services Contract Amendment to PCS

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information

Contractor Name		Consolidated Engineering Laboratories		Contractor's Contact Person		Robert Morse	
Street Address		2001 Crow Canyo Road		Title		Project Manager	
City		San Ramon		Telephone		925-314-7100	
State		CA		Zip Code		94583	
Tax ID/Soc Sec #				Policy Expires		7-1-2010	
				OUSD Project #		06002	
Has Contractor been an OUSD contractor?				Has Contractor worked as an OUSD employee?			
If yes to either, list the name(s) and tax ID/social security number(s), if different.							

Term

Date Work Will Begin	February 11, 2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	August 19, 2012
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$112,606.36
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

Funding Resources				Org Key #										Object				Amount
				Site		Program				F	Unique							
2	1	2	2	1	2	8	9	9	0	1	8	3	0	6	2	1	5	\$112,606.36
																		\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information – Indicate the Number of Persons to Benefit from Services

Grade Level (s)	Students	Teachers	Parents
Administrators	Others (Please Specify)		

OUSD Contract Originator Information

Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing

	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services	<i>[Signature]</i>		1-21-2010
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only

Dates of Clearance	Submitted by: _____	Email Address	_____
TB _____	Fingerprint _____	YTD \$ _____	Full Funding in Req. _____
Current Employee _____	Unit Member Work Conflict _____		



CERTIFICATE OF LIABILITY INSURANCE

OP ID EB

DATE (MM/DD/YYYY)

01/26/11

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 Phone: 516-466-4200 Fax: 516-466-4213	CONTACT NAME	
	PHONE (A/C, No, Ext)	FAX (A/C, No)
E-MAIL ADDRESS		
PRODUCER CUSTOMER ID# CONSO-2		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co		19445
INSURER B: Natl Union Fire Ins Co of Pitt		
INSURER C: Admiral Insurance Company		24856
INSURER D:		
INSURER E:		
INSURER F:		

ADDITIONAL INSURED: Consolidated Engineering Laboratories
2001 Crow Canyon Road #100
San Ramon CA 94583

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

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			4022676	07/01/10	07/01/11	EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X				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
GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
AUTOMOBILE LIABILITY						
<input checked="" type="checkbox"/> ANY AUTO			3853974	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
<input type="checkbox"/> ALL OWNED AUTOS	X	X				BODILY INJURY (Per person) \$
<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> NON-OWNED AUTOS						\$
						\$
<input checked="" type="checkbox"/> UMBRELLA LIAB			BE2275709	07/01/10	07/01/11	EACH OCCURRENCE \$ 5,000,000
<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
<input type="checkbox"/> DEDUCTIBLE						\$
<input checked="" type="checkbox"/> RETENTION \$ 10000						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7578177	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STA. O-TORY LIMITS <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Professional Liab			EO00001416201	07/01/10	07/01/11	Ea Claim 2,000,000
						Aggregate 2,000,000

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

Jefferson Portable Replacement
Oakland Unified School District and its directors, officers, employees, agents and representatives are additional insureds on a primary and non contributory basis

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. 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 for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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.
2. "Bodily injury" or "property damage" occurring after:
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is primary and non contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

This insurance is primary and non contributory

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY PURSUANT TO THE TERMS OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO WITH SUCH PERSON OR ORGANIZATION

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

The following is added to Paragraph B, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/1/10 forms a part of

policy No. CA 385-39-74 issued to CONSOLIDATED ENGINEERING LABORATORIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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 lion to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/1/10 forms a part of

policy No. CA 385-39-74 issued to CONSOLIDATED ENGINEERING LABORATORIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

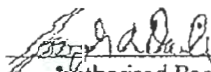
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO"

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

This insurance is primary and non contributory


Authorized Representative or
Countersignature (in States Where
Applicable)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 7/1/10 forms a part of Policy No. WC 007-57-8176

Issued to CONSOLIDATED ENGINEERING LABORATORIES

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.





PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Jefferson Portable Replacement	Site	Jefferson Elementary School
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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

Contractor Information

Contractor Name	Consolidated Engineering Lab	Agency's Contact	Rob Morse
OUSD Vendor ID #	1023870	Title	Project Manager
Street Address	534-23 rd Avenue	City	Oakland
		State	CA
		Zip	94606
Telephone	510-436-7626	Policy Expires	7-1-2011
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 #	06002		

Term

Date Work Will Begin	2-11-2010	Date Work Will End By (not more than 5 years from start date)	12-31-2012
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$132,206.36
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 19,600.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1289901831	6265	\$19,600.00
				\$

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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager		Signature	Date Approved	1-27-11	
2.	General Counsel, Department of Facilities Planning and Management		Signature	Date Approved	1-28-11	
3.	Assistant Superintendent, Facilities Planning and Management		Signature	Date Approved	2-2-11	
4.	President, Board of Education		Signature	Date Approved		

LEGISLATIVE FILE

File ID No. 10-0136
Introduction Date 2-2-2010
Enactment No. 10-0266
Enactment Date 2-10-10
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
February 10, 2010

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Agreement for Professional Services - Consolidated Engineering Laboratories - Jefferson Elementary School Project



ACTION REQUESTED

Approval by the Board of Education of a Professional Services Agreement with Consolidated Engineering Laboratories on behalf of the District for Testing Services at Jefferson Elementary School Portable Replacement Project Project, in an amount not-to-exceed \$112,606.36. The term of this Agreement shall commence on February 11, 2010 and shall conclude no later than August 19, 2012.

BACKGROUND

The Consultant is providing the required testing for Division of State Architect (DSA) for final approval of the project upon completion.

STRATEGIC ALIGNMENT

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

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

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers

but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to provide geotechnical engineering services and materials testing and special inspection for the Jefferson Portable Replacement Project.

FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement with Consolidated Engineering Laboratories on behalf of the District for Testing Services at Jefferson Elementary School Portable Replacement Project Project, in an amount not-to-exceed \$112,606.36. The term of this Agreement shall commence on February 11, 2010 and shall conclude no later than August 19, 2012.

Key code: 1289901830-6215

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Consolidated Engineering Laboratories

FOR

**Jefferson Elementary School Portable Replacement Project
O.U.S.D. Project Number: 06002**

January 21, 2010

OAKLAND UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94606 (hereafter "District") and CONSOLIDATED ENGINEERING LABORATORIES, 2001 Crow Canyon Road, San Ramon, CA 94583 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services pertaining to provide geotechnical, material and construction inspection testing for the Jefferson Elementary School Portable Replacement Project Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself, as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.1.4 Appendix D, Consultant's Billing Rates, Direct Costs

1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

2 Term of the Agreement

2.1 The term of this Agreement shall commence on February 11, 2010 and shall conclude no later than August 19, 2012.

3 Services Consultant Agrees to Perform

3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within

the times specified.

- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B".
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of

project.

- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8 Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be

construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide

the following:

- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
- 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12 Suspension of Work

12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

To Consultant: Robert Morse
Consolidated Engineering Laboratories
2001 Crow Canyo Road
San Ramon, CA 94583

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analyses or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/District Employees/Assignment

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement, other than the sub-consultants listed herein: *none*.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement; Modifications of Agreement

24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix C, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: Consolidated Engineering

By: Charlie Price

Dated: 01/12/2010

Title: CFO

OAKLAND UNIFIED SCHOOL DISTRICT

By: Gary Yee
Gary Yee, President of the Board of Education

Dated: 2/11/10

By: Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., District Secretary

Dated: 2/11/10

By: Timothy E. White, Jr.
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Dated: 1/24/10

Approved as to form:

Cate Boskoff
Cate Boskoff, Facilities Counsel

Dated: 1-21-10

Attachments: Agreement for Professional Services with Consolidated Engineering dated May 4, 2008

Consultant: Consolidated Engineering
School: Jefferson Elementary School
Funding: General Obligation Bond-Measure B

LEGISLATIVE FILE
File ID No. 10-0136
Introduction Date 2/2/10
Enactment No. 10-0266
Enactment Date 2/10/10 *er*

APPENDIX A

SCOPE OF WORK

The scope of the project is to provide geotechnical, material and construction inspection testing. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

END OF APPENDIX A

APPENDIX B

COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a not to exceed fee of **one hundred twelve thousand, six hundred six dollars and thirty-six cents (\$112,606.36)** for the Jefferson Elementary School Portable Replacement Project.

Work to be billed monthly on a time and material basis in conformance with the rate schedule on Appendix D.

REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

END OF APPENDIX B

APPENDIX C

PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

February 11, 2010 to August 19, 2012

PROJECT BUDGET:

The budget established for this scope of work is **NOT TO EXCEED one hundred twelve thousand, six hundred six dollars and thirty-six cents (\$112,606.36)**. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget.

CONFIDENTIALITY AGREEMENT

This Confidentiality agreement is between Consolidated Engineering Laboratories (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of consulting services for the Jefferson Elementary School Portable Replacement Project.

Consultant agrees to keep confidential and not disclose to anyone other than the State Administrator, his/her designee, and authorized personnel in the District's Facilities Planning & Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities Planning & Management of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed in this agreement does not create any interest expectation in any work to be performed.

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

END OF APPENDIX C



APPENDIX D

CONSULTANT'S BILLING RATES & DIRECT COSTS:

Cost of labor services shall be as follows:

Geotechnical Engineering Services	\$45,060.00
Materials Testing and Special Inspection	\$57,486.36
TOTAL	\$112,606.36

All rates stated herein will remain in effect through August 19, 2012. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past August 19, 2012.

END OF APPENDIX D

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING SERVICES

The geotechnical portions of this project will be performed under the direction of CEL's Geotechnical Engineer, which will be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge will perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing the American Society for Testing and Materials (ASTM) D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination will be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing will be performed in accordance with Caltrans methods. CEL will provide:

- Perform a site reconnaissance, review the geotechnical engineer report prepared for this project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter;
- Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports;
- Observation and testing during site clearing and mass grading;
- Observing the foundations excavations for structures;
- Observation and testing during backfilling of utility trenches;
- Observation and testing during backfilling around retaining walls;
- Observation and testing during subgrade preparation and baserock placement in asphalt paved areas;
- Observation and testing during asphalt concrete placement.

Observation and testing will consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.

REINFORCED CONCRETE

Mix Review

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

Reinforcing Steel Placement

Will be performed by the Inspector of Record (IOR).

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

Our inspector will be on-site to perform casting of concrete cylinders for compression testing at a frequency of four cylinders for every 50 cubic yards placed.

Scope of Services, Reinforced Concrete (cont'd)

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.

PRECAST CONCRETE

We will provide inspection at the precast plant to determine quality. Our inspector will determine the plant and construction methods of the fabricator are satisfactory, the design and construction conforms to the code, and that the contractor is supplying the proper equipment. Our inspector's services will include:

- Take specimens of ready-mixed concrete for slump and strength tests;
- Inspect to determine forms are true, tight, properly braced, oiled or wetted, and cleaned of debris;
- Inspect to determine reinforcing steel conforms to plans as to sizes, dimensions, spacing, splicing, and bending. Inspect to determine embeds are of specified size and have adequate concrete coverage;
- Determine reinforcing steel has the required clearance and protective encasement and the proper spacing of stirrups and ties;
- Determine that concrete is properly consolidated;
- Review necessary records of batching and mixing, placing and curing;
- Visually inspect welding of embeds for panels.

STRUCTURAL AND MISCELLANEOUS 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.

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 Uniform Building Code (UBC), 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 ASTM guidelines.



Scope of Services, Structural and Miscellaneous Steel (cont'd)

High-Strength Bolt Assemblies

As required, three (3) bolt assemblies per size, lot and heat number will be laboratory tested.

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 AND CEILING WIRES

As required, we will perform proof load/torque testing of the expansion anchors and ceiling wires 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 and ceiling wires, additional tests will be required per plans.



CONSOLIDATED ENGINEERING
LABORATORIES

November 17, 2009

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

Via E-Mail: john.esposito@consultant.ousd.k12.ca.us

**Subject: Oakland Unified School District - Jefferson Elementary School Portable Replacement Project
2035 40th Avenue, Oakland, California
CEL #10-23347PW; GEO #84-02500-PW; DSA Application #110415; File #1-29
Materials Testing and Construction Inspection Services**

Dear Mr. Esposito:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide materials testing and construction inspection services for the **Oakland Unified School District - Jefferson Elementary School Portable Replacement** project, located at **2035 40th Avenue** 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:

- Civil Drawings prepared by Kister Savio + REI, Inc., dated September 3, 2009;
- Architectural Drawings prepared by HKIT Architects, dated September 15, 2009;
- Structural Drawings prepared by Bluestone Engineering, Inc., dated September 15, 2009;
- Project Manual dated September 15, 2009;
- Division of the State Architect (DSA) Structural Tests and Special Inspections (DSA-103);
- Geotechnical Study prepared by Jensen-Van Lienden Associates, Inc.

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

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

Robert Morse
Business Development Executive



BASIS OF PROPOSAL

GEOTECHNICAL ENGINEERING SERVICES

Based on our review of the project documents, it appears the project will consist of the construction a 27,000 square feet, two-story building, and various exterior site improvements including concrete hardscapes, new asphaltic concrete pavements, and underground utility installation. Minor retaining walls are anticipated. Per the geotechnical report, grading is expected to be consist of between 3 to 4 feet of over excavation and recompaction of existing fill soil, as well as placement of select, non-expansive fill within the upper one (1) foot of the building pad. The proposed building will be supported on shallow spread footings with some drilled piers for exterior canopies. We understand that the building and areas adjacent to the building will be constructed prior to summer of the year 2010, while a large portion of underground utilities located within the area of the existing buildings will be performed during the summer break of year 2010.

Prior to grading activities, Consolidated Engineering Laboratories (CEL) will need to review all the project plans and documents, and prepare a Transfer of Geotechnical Engineer-of-Record letter. Our services during construction would include:

- Plan review and preparation of Transfer of Geotechnical Engineer-of-Record letter (to be performed before major grading begins);
- Geotechnical engineering consultation during construction;
- Analytical soil sampling and testing prior to soil off-haul, if needed;
- Observation and moisture/density testing using a nuclear gauge during building pad preparation;
- Observation and moisture/density testing using a nuclear gauge during utility trench backfilling;
- Observation and moisture/density testing using a nuclear gauge during pavement and concrete section preparation;
- Foundation and pier excavation observations;
- Project coordination and field daily reports review during construction;
- Final Summary Letter of our observations and testing for construction of the project.

Our preliminary review of the geotechnical documents indicates that 12-inches of non-expansive fill is required for the development of the building pad. Consideration should be given to lime treating the pad instead importing non-expansive fill. This would also be advantageous as this project is to be graded in the winter. Lime treated soils perform well in wet weather construction. We therefore are also proposing an optional scope of work to perform lime treatment testing. The scope of work would include the following:

- Perform 3 Plasticity Index Tests on Lime treated soil samples;
- Perform engineering analysis of the results of lab testing;
- Prepare a supplemental letter with lime treatment results.



Basis of Proposal (Cont'd)

MATERIALS TESTING AND SPECIAL INSPECTIONS

CEL recently completed the Lincoln Elementary School New 2-story classroom project, which consisted of twelve (12) new classrooms. The Jefferson Elementary School project is very similar in that it is a 2-story building with twelve (12) new classrooms and is approximately the same square footage. We have utilized the actual hours billed for the Lincoln Elementary School project to provide a realistic cost for materials testing and special inspections.

Based on our review of the project documents and our experience on similar projects, we anticipate twenty-one (21) structural concrete pours to complete the project as follows:

- Five grade beam pours;
- Three slab-on-grade pours;
- Two elevator pit pours;
- Three drilled pier pours;
- Eight miscellaneous pours.

We anticipate the structural steel will be fabricated, concurrently, at a local facility. Furthermore, we anticipate our services will be performed during normal business hours, Monday through Friday. We do not anticipate our services will be required for overtime, shift or weekend work. Our cost proposal is based on the hours billed for the Lincoln Elementary School New Classroom project.

It has been identified that batch plant and rebar testing is not required.

A Construction Schedule was not available at the time of preparing this cost proposal. Once one is available, we would like an opportunity to review and revisit our proposal, if necessary.

In the event that the Client requests testing and inspection services that are not included in our cost proposal, they will be billed at the unit rates herein.



**OAKLAND UNIFIED SCHOOL DISTRICT
 JEFFERSON ELEMENTARY SCHOOL
 PORTABLE REPLACEMENT PROJECT
 OAKLAND, CALIFORNIA
 DSA APPLICATION #110415; FILE #1-29
 GEOTECHNICAL ENGINEERING SERVICES PRICING**

Description	Quantity	Unit Rate	Subtotals	
GEOTECHNICAL ENGINEERING SERVICES (ON-SITE IMPROVEMENTS), GEO #84-02500-PW				
BUILDING PAD GRADING				
Building Pad Grading (8 Days)	64 Hours	\$ 80.00	\$ 5,120.00	
Atterberg Limits	2 Each	\$ 220.00	\$ 440.00	
Maximum Density/Optimum Moisture	3 Each	\$ 300.00	\$ 900.00	
			SUBTOTAL: \$	6,460.00
SITE WORK INCLUDING UNDERGROUND UTILITIES AND PAVEMENT AREAS				
Underground Utility Backfilling (35 Days)	280 Hours	\$ 80.00	\$ 22,400.00	
Subgrade and Baserock Prep for Pavement Areas and Hardscapes (10 Days)	80 Hours	\$ 80.00	\$ 6,400.00	
Sieve Analysis	4 Each	\$ 150.00	\$ 600.00	
Maximum Density/Optimum Moisture	4 Each	\$ 300.00	\$ 1,200.00	
			SUBTOTAL: \$	30,600.00
PIER DRILLING OBSERVATION				
Pier Drilling Observation	24 Hours	\$ 125.00	\$ 3,000.00	
			SUBTOTAL: \$	3,000.00
PLAN REVIEW, CONSULTATION, FINAL, FIELD DAILY REVIEW, FOUNDATION EXCAVATION OBSERVATIONS				
Consultation, Letters, Site Visits, PM, Meeting, Attendance, Plan Review, Foundation Observations	20 Hours	\$ 160.00	\$ 3,200.00	
Site Visits, Meeting Attendance	20 Each	\$ 90.00	\$ 1,800.00	
			SUBTOTAL: \$	5,000.00
MAN-HOURS	468	GEOTECHNICAL ENGINEERING SERVICES TOTAL: \$	45,060.00	



**OAKLAND UNIFIED SCHOOL DISTRICT
 JEFFERSON ELEMENTARY SCHOOL
 PORTABLE REPLACEMENT PROJECT
 OAKLAND, CALIFORNIA
 DSA APPLICATION #110415; FILE #1-29
 MATERIALS TESTING AND SPECIAL INSPECTIONS PRICING**

Description	Quantity	Unit Rate	Subtotals	
MATERIALS TESTING AND SPECIAL INSPECTIONS, #10-23347PW				
REINFORCED CONCRETE				
Mix Design Review	3 Each	\$ ✓ 100.00	\$ 300.00	
Concrete Sampling	104 Hours	\$ ✓ 68.00	\$ 7,072.00	
Compression Tests	112 Cylinders / 28 Sets	\$ ✓ 25.00	\$ 2,800.00	
Sample Pick-Ups	23 Trips	\$ ✓ 40.00	\$ 920.00	
			SUBTOTAL: \$	11,092.00
PRECAST CONCRETE				
Inspection	20 Hours	\$ 68.00	\$ 1,360.00	
Compression Tests	20 Each / 5 Sets	\$ 25.00	\$ 500.00	
Sample Pick-Ups	5 Trips	\$ 40.00	\$ 200.00	
			SUBTOTAL: \$	2,060.00
STRUCTURAL AND MISCELLANEOUS STEEL				
Weld Procedure Review	2 Each	\$ 100.00	\$ 200.00	
Shop Fabrication Inspection	236 Hours	\$ ✓ 68.00	\$ 16,048.00	
Field Welding Inspection	240 Hours	\$ ✓ 68.00	\$ 16,320.00	
High-Strength Bolt Assemblies (Laboratory Testing)	15 Each	\$ 200.00	\$ 3,000.00	
			SUBTOTAL: \$	35,568.00
GLU-LAM FABRICATION				
Continuous Inspection	40 Hours	\$ ✓ 95.00	\$ 3,800.00	
			SUBTOTAL: \$	3,800.00
POST-INSTALLED ANCHORS AND CEILING WIRES				
Proofload or Torque Testing	44 Hours	\$ 68.00	\$ 2,992.00	
			SUBTOTAL: \$	2,992.00
MISCELLANEOUS				
Special Inspection Verified Reports (SIVR)			\$ 300.00	
Project Engineering and Management 3%			\$ 1,674.36	
			SUBTOTAL: \$	1,974.36
MAN-HOURS 684		MATERIALS TESTING AND SPECIAL INSPECTIONS TOTAL: \$		57,486.36



**OAKLAND UNIFIED SCHOOL DISTRICT
 JEFFERSON ELEMENTARY SCHOOL
 PORTABLE REPLACEMENT PROJECT
 OAKLAND, CALIFORNIA
 DSA APPLICATION #110415; FILE #1-29
 ALTERNATE PRICING**

Description	Quantity	Unit Rate	Subtotals
GEOTECHNICAL ENGINEERING SERVICES (ON-SITE IMPROVEMENTS), GEO #84-02500-PW			
ALTERNATE #1			
Analytical Soil Testing for Soil Off-Haul (CAM 17 Metal; TPH gasoline, motor oil, diesel; VOC's; SVOC's; Pesticides and PCB's) 24-hour turnaround time - Half price for 5-day turnaround (if Needed)	4 Each	\$ 1,620.00	\$ 6,480.00
Analytical Soil Sampling and Report Preparation (if Needed)	6 Hours	\$ 160.00	\$ 960.00
HVEEM Unit Weight of AC (if Needed)	1 Each	\$ 900.00	\$ 900.00
			SUBTOTAL: \$ 8,340.00
ALTERNATE #2 - LIME TREATMENT			
Plasticity Index Tests	3 Each	\$ 200.00	\$ 600.00
Technician	4 Hours	\$ 80.00	\$ 320.00
Senior Engineer	5 Hours	\$ 160.00	\$ 800.00
			SUBTOTAL: \$ 1,720.00
	MAN-HOURS 15	GEOTECHNICAL ENGINEERING SERVICES TOTAL: \$	10,060.00

SUMMARY PRICING

Description	Man-Hours	Total
Geotechnical Engineering Services (Less Alternate), #84-02500-PW	468	\$ 45,060.00
Geotechnical Engineering Services Alternate #1, #84-02500-PW	6	\$ 8,340.00
Geotechnical Engineering Services Alternate #2, #84-02500-PW	9	\$ 1,720.00
Materials Testing and Special Inspections, #10-23347PW	684	\$ 57,486.36
GRAND TOTAL:	1,167	\$ 112,606.36

112,606.36

Basis of Charges: The proposed unit rates will be in effect through June 30, 2010. Thereafter, the unit rates are subject to an annual increase of seven percent (7%) per year to mitigate the annual operating cost increases:

- Work over 8 Hours per day, or on Saturdays
- Work over 12 Hours
- Work on Sundays/Holidays
- Swing or Graveyard Shift Premium
- Work from 0-4 Hours
- Work from 4-8 Hours
- Show-Up Time
- Sample Pick-Up
- Laboratory Testing - Rush Fee
- Special Inspection Verified Report (SIVR) (request six working days advanced notice)
- Extra Copies (over four per Issue date) of Inspection Reports and SIVR
- Project Engineering and Management
- Reimbursables
- QA/QC Plan Written Procedures
- Out of Area Services (beyond 40-mile radius)
- Travel Time
- Mileage
- Per-Diem, including lodging

- Time and One-Half ✓
- Double Time ✓
- Double Time ✓
- \$8.00 per Hour ✓
- 4-Hour Minimum Billing ✓
- 8-Hour Minimum Billing ✓
- 2-Hour Minimum Billing ✓
- \$40.00/Trip
- Add 50% to Testing Cost
- \$300.00
- \$15.00/each
- 3% of Fees
- Cost + 15% ✓
- Quotation upon Request
- As Listed Below:
- Basic Hourly Rate
- \$0.50/Mile
- \$88.00/Day ✓

SCOPE OF SERVICES

GEOTECHNICAL ENGINEERING SERVICES

The geotechnical portions of this project will be performed under the direction of CEL's Geotechnical Engineer, which will be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge will perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing the American Society for Testing and Materials (ASTM) D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination will be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing will be performed in accordance with Caltrans methods. CEL will provide:

- Perform a site reconnaissance, review the geotechnical engineer report prepared for this project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter;
- Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports;
- Observation and testing during site clearing and mass grading;
- Observing the foundations excavations for structures;
- Observation and testing during backfilling of utility trenches;
- Observation and testing during backfilling around retaining walls;
- Observation and testing during subgrade preparation and baserock placement in asphalt paved areas;
- Observation and testing during asphalt concrete placement.

Observation and testing will consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.

REINFORCED CONCRETE

Mix Review

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

Reinforcing Steel Placement

Will be performed by the Inspector of Record (IOR).

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

Our inspector will be on-site to perform casting of concrete cylinders for compression testing at a frequency of four cylinders for every 50 cubic yards placed.

Scope of Services, Reinforced Concrete (cont'd)

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.

PRECAST CONCRETE

We will provide inspection at the precast plant to determine quality. Our inspector will determine the plant and construction methods of the fabricator are satisfactory, the design and construction conforms to the code, and that the contractor is supplying the proper equipment. Our inspector's services will include:

- Take specimens of ready-mixed concrete for slump and strength tests;
- Inspect to determine forms are true, tight, properly braced, oiled or wetted, and cleaned of debris;
- Inspect to determine reinforcing steel conforms to plans as to sizes, dimensions, spacing, splicing, and bending. Inspect to determine embeds are of specified size and have adequate concrete coverage;
- Determine reinforcing steel has the required clearance and protective encasement and the proper spacing of stirrups and ties;
- Determine that concrete is properly consolidated;
- Review necessary records of batching and mixing, placing and curing;
- Visually inspect welding of embeds for panels.

STRUCTURAL AND MISCELLANEOUS 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.

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 Uniform Building Code (UBC), 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 ASTM guidelines.



Jefferson Elementary School Portable Replacement Project
CEL #10-23347PW and GEO #84-02500-PW * November 17, 2009

Scope of Services, Structural and Miscellaneous Steel (cont'd)

High-Strength Bolt Assemblies

As required, three (3) bolt assemblies per size, lot and heat number will be laboratory tested.

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 AND CEILING WIRES

As required, we will perform proof load/torque testing of the expansion anchors and ceiling wires 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 and ceiling wires, additional tests will be required per plans.

CONTRACT TERMS AND CONDITIONS

- I. **FEES:** The estimated contract price is based on the best information made available to CEL at the time the estimate was performed. If subcontractors perform more quickly than scheduled, Client will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, Client may receive a resulting increase in costs for testing. Client recognizes that the additional services rendered herein under this Proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime. 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. Fees for CEL's services will be billed on a time and expenses basis at the unit rates quoted and CEL shall submit biweekly invoices for services rendered and for reimbursable expenses incurred. Invoices are due within 30 days from receipt. Past due invoices are subject to a finance charge of 1% per month or the maximum rate permitted by law.
- II. **FINAL AFFIDAVIT:** The first invoice from CEL shall include the estimated cost to prepare the Final Inspection Report. However, the Final Inspection Report will not be issued until the sixth working day following the request for the Final Inspection Report by Client's authorized representative. Additionally, as a condition precedent to release of the Final Inspection Report, Client shall have paid in full for all services performed by CEL pursuant to this Agreement.
- III. **INSPECTION:** Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor, subcontractors, or materialmen in any way from their obligations and responsibilities under the construction contracts. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite of any party other than CEL employees.
- IV. **STANDARD OF CARE:** In providing services under this agreement, CEL shall exercise that degree of skill and care ordinarily used by other reputable members of CEL's profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require CEL to meet any higher standard and this paragraph shall control over any such contrary provision. CEL makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice. CEL will provide only those services that, in the opinion of CEL, lie within the technical and professional areas of expertise of CEL as set forth herein and which CEL is adequately staffed and equipped to perform. Client shall request in writing if Client desires CEL to provide services outside of the scope of services described herein. CEL shall advise Client of any services that lie outside the technical and professional expertise of CEL.
- V. **LIABILITY:** In recognition of the relative risks of the Client and CEL on the Project, Client agrees, to the maximum extent permitted by law, that CEL's liability to Client and any third party, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to CEL or \$25,000, whichever is greater. Client agrees to compensate CEL at its standard hourly rates in the event CEL is requested to perform services in connection with litigation, claims or disputes arising out of this project or in the event CEL, its agents or employees are subpoenaed or otherwise compelled to participate in litigation, claims or disputes arising out of this project. CEL shall not be responsible for acts and/or omissions of any party or parties involved in the design of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the Agreement documents, or in accordance with recommendations contained in any correspondence or written recommendations issued to CEL.
- VI. **LITIGATION:** In case of any dispute, claim, question, or disagreement arising out of or relating to this Contract or the breach thereof, the parties hereto shall use all reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Client and CEL agree to continue to perform their obligations under this Contract during the good faith resolution of such a dispute, claim, question, or disagreement. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Contract or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition such other relief as may be granted, to reasonable attorneys' fees and costs. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code section 1717.



Contract Terms and Conditions (cont'd)

- VII. **STATE PREVAILING WAGE:** It shall be Client's sole responsibility to notify CEL of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if CEL is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. In addition, in the event notification is not given to CEL, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon CEL for any failure to comply with the prevailing wage laws.
- VIII. **CLIENT'S RESPONSIBILITIES:** Client or Client's authorized representatives will promptly and timely provide CEL with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information for the proper performance of CEL pursuant to this Contract. Client agrees that CEL has been engaged to provide technical professional services only, and that CEL does not owe a fiduciary responsibility to Client. Client shall secure and maintain throughout the full period of this Contract, sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Contract. CEL shall not be responsible for any errors and/or omissions in the performance of CEL's work or services rendered resulting from Client's failure to provide CEL with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CEL. Client or Client's authorized representatives will give a minimum of 24 hours notification for all dispatch requests. Cancellations received on the day of inspection are subject to a 2-hour show-up charge.
- IX. **HAZARDOUS MATERIALS REQUIREMENT:** If hazardous materials are encountered by CEL's employees on Client's project site resulting in the need for specialized training or certifications as required by State and Federal agencies in order for CEL's inspection personnel to perform their duties, then all related costs for such specific training, including class time, will be billed to Client with a 15% markup. Personnel time for necessary training classes will be billed at the hourly rate quoted herein.
- X. **ADDITIONAL SERVICES:** Should additional services be requested that are not included in CEL's proposed scope of services, CEL will provide these services at the unit rates listed in our published 2009 Fee Schedule.
- XI. **ACCEPTANCE OF CONTRACT:** This Contract is subject to acceptance only of the terms and conditions stated herein. Any additional or different terms and conditions proposed by Client are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by CEL. There shall be no contract except upon the terms and conditions provided herein. By directing CEL to commence performance, after your receipt of this Contract, you agree to comply with all the terms and conditions set forth herein. This Contract contains the entire and integrated agreement between Client and CEL and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract cannot be amended or modified except by a written addendum, executed by each of the parties hereto. This Contract shall be interpreted and enforced in accordance with the laws of the State of California.
- XII. **BASIS OF CHARGE S:** The proposed unit rates will be in effect through June 30, 2010. Thereafter, the unit rates are subject to an annual increase of seven percent (7%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day, or on Saturdays	Time and One-Half
Work over 12 Hours	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$8.00 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$40.00/Trip
Laboratory Testing – Rush Fee	Add 50% to Testing Cost
Special Inspection Verified Reports (SIVR) (request six working days advanced notice)	\$300.00
Extra Copies (over four per issue date) of Inspection Reports and SIVR	\$15.00/each
Project Engineering and Management	3% of Fees
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.50/Mile
Per-Diem, including lodging	\$88.00/Day



CERTIFICATE OF LIABILITY INSURANCE

OP ID EB
CONSO-2DATE (MM/DD/YYYY)
01/20/10

PRODUCER Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck NY 11021-3104 Phone: 516-466-4200 Fax: 516-466-4213	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Consolidated Engineering Labs 2001 Crow Canyon Road #100 San Ramon CA 94583	INSURER A: National Union Fire Ins. Co.	19445
	INSURER B: Natl Union Fire Ins Co of Pitt	
	INSURER C: Houston Casualty Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR (ADD'L LTR)	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <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	4022676	07/01/09	07/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 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		AUTOMOBILE LIABILITY <input checked="" 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	3853974	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BCDILY INJURY (Per person)	\$
						BCDILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY EA ACC	\$
						AGG	\$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	BE2275709	07/01/09	07/01/10	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WC7578176	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
C		OTHER Professional Liab Retro Date 1985	H70815292	10/01/09	07/01/10	Ea Claim	2,000,000
						Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

OUJD Jefferson ES Portable Replacement
 Oakland Unified School District and its directors, officers, employees, agents and representatives are additional insureds on a primary and non contributory basis

CERTIFICATE HOLDER

CANCELLATION

OAKUNIS Oakland Unified School District 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2009/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. 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 for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is primary and non contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

This insurance is primary and non contributory

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY PURSUANT TO THE TERMS OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO WITH SUCH PERSON OR ORGANIZATION

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

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

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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2009 forms a part of

policy No. CA 385-39-74 issued to CONSOLIDATED ENGINEERING LABORATORIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 07/01/2009 forms a part of

policy No. CA 385-39-74 issued to CONSOLIDATED ENGINEERING LABORATORIES

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

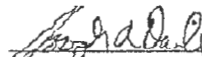
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO"

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

This insurance is primary and non contributory



Authorized Representative or
Countersignature (in States Where
Applicable)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 07/01/2009 forms a part of Policy No. WC 007-57-8176

Issued to CONSOLIDATED ENGINEERING LABORATORIES

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.

Countersigned by _____



Authorized Representative

ROUTING FORM

**Jefferson ES Portable
Replacement Project**

Check contract title: Professional Services Contract Amendment to PCS

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information			
Contractor Name	Consolidated Engineering Laboratories		Contractor's Contact Person
Street Address	2001 Crow Canyo Road		Robert Morse
City	San Ramon	Title	Project Manager
State	CA	Telephone	925-314-7100
Zip Code	94583	Policy Expires	7-1-2010
Tax ID/Soc Sec #		OUSD Project #	06002
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	February 11, 2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	August 19, 2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$112,606.36
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																		
Funding Resources				Org Key #								Object				Amount		
				Site		Program				F	Unique							
2	1	2	2	1	2	8	9	9	0	1	8	3	0	6	2	1	5	\$112,606.36
																		\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information – Indicate the Number of Persons to Benefit from Services					
Grade Level (s)	Students	Teachers	Parents		
Administrators	Others (Please Specify)				

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services	<i>[Signature]</i>		1-21-2010
FCMAT Fiscal Advisors			
State Administrator			
Additional approvals may be needed if contract amount is greater than \$59,600			
Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only			
Dates of Clearance	Submitted by: _____	Email Address	_____
TB _____ Fingerprint _____	YTD \$ _____	Full Funding in Req. _____	Current Employee _____ Unit Member Work Conflict _____

LEGISLATIVE FILE

File ID No. 08-1409
Introduction Date 6-25-08
Enactment No. 08-1089
Enactment Date 6-25-08
By BQ

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 25, 2008

To: Board of Education

From: Vincent Matthews, Interim State Administrator (Superintendent of Schools)
Timothy E. White, Assistant Superintendent of Facilities Planning &
Management, Buildings & Grounds and Custodial Services

Subject: **Agreement for Professional Services with Consolidated Engineering Laboratories for Testing Services for Jefferson Portable Replacement Project in an amount not-to-exceed \$5,065.00.**

ACTION REQUESTED

Approval by Board of Education for a Professional Services Agreement with Consolidated Engineering Laboratories on behalf of the District for Testing Services at Jefferson Portable Replacement Project, in an amount not-to-exceed \$5,065.00. The term of this Agreement shall commence on May 14, 2008 and shall conclude no later than July 25, 2008.

BACKGROUND

Testing services for the paving at the Jefferson Elementary School will be provided by Consolidated Engineering Laboratories.

STRATEGIC ALIGNMENT

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

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

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers

but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to provide geotechnical services for the Jefferson Portable Replacement Project.

FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

RECOMMENDATION

Approval by Board of Education for a Professional Services Agreement with Consolidated Engineering Laboratories on behalf of the District for Testing Services at Jefferson Portable Replacement Project, in an amount not-to-exceed \$5,065.00. The term of this Agreement shall commence on May 14, 2008 and shall conclude no later than July 25, 2008.

Key code: 1289901830-6265

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Consolidated Engineering Laboratories

FOR

**Jefferson Portable Replacement
O.U.S.D. Project Number: 06002**

May 14, 2008

OAKLAND UNIFIED SCHOOL DISTRICT

OAKLAND, CA 94601
930 HIGH STREET

2008 JUN - 3 A 8: 07

FACILITIES PLANNING
& MANAGEMENT
ACCOUNTING DEPARTMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94606 (hereafter "District") and CONSOLIDATED ENGINEERING LABORATORIES, 2001 Crow Canyon Road, San Ramon, CA 94583-5387 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services pertaining to geotechnical services for the Jefferson Portable Replacement Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself, as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.1.4 Appendix D, Consultant's Billing Rates, Direct Costs

1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

2 Term of the Agreement

2.1 The term of this Agreement shall commence on May 14, 2008 and shall conclude no later than July 25, 2008.

3 Services Consultant Agrees to Perform

3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within the times specified.

3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B".

4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.

4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.

- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8 Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any

damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
- 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
- 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the

participants to include the association, joint venture or partnership as named insured;
The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12 Suspension of Work

12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

To Consultant: Marc Hachey
Consolidated Engineering Laboratories
2001 Crow Canyon Road
San Ramon, CA 94583-5387

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analyses or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/District Employees/Assignment

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement, other than the sub-consultants listed herein:

none.

- 19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the

Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement; Modifications of Agreement

- 24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.
- 24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix C, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its State Administrator, who is authorized to do so, has executed this Agreement.

CONSULTANT: Consolidated Engineering Laboratories

By: [Signature]
Title: President/CEO

Dated: 05/29/08

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]
David Kakishiba, President, Board of Education

Dated: 7/7/08

By: [Signature]
Edgar Rakestraw, Jr., District Secretary

Dated: 8/26/08

By: [Signature] 6/16/08
Timothy E. White.
Assistant Superintendent, Division of Facilities, Planning & Management, Buildings and Grounds and Custodial Services

Dated: _____

Approved as to form:
[Signature]
Cate Boskoff, Facilities Counsel

Dated: 6-17-08

- Attachments: Appendix A
- Appendix B
- Appendix C
- Appendix D

APPENDIX A

SCOPE OF WORK

The scope of the project is to provide testing and inspection services for the Jefferson Portable Replacement.

- Observation and moisture/density testing using a nuclear gauge during subgrade and baserock preparation,
- Observation of asphaltic concrete placement,
- Field daily report review,
- Final Summary letter of our observations and testing for the project.

END OF APPENDIX A

APPENDIX B

COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a not to exceed fee of **five thousand, sixty-five dollars and no cents (\$5,065.00)** for the Jefferson Portable Replacement.

Work to be billed monthly on a time and material basis in conformance with the rate schedule on Appendix D.

REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

END OF APPENDIX B

APPENDIX C

PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

May 14, 2008 to July 25, 2008

PROJECT BUDGET:

The budget established for this scope of work is **NOT TO EXCEED five thousand, sixty-five dollars and no cents (\$5,065.00)**. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget.

CONFIDENTIALITY AGREEMENT

This Confidentiality agreement is between Consolidated Engineering Laboratories (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of consulting services for the Jefferson Portable Replacement.

Consultant agrees to keep confidential and not disclose to anyone other than the State Administrator, his/her designee, and authorized personnel in the District's Facilities Planning & Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities Planning & Management of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed in this agreement does not create any interest expectation in any work to be performed.

Sayre

Date: 05/29/08

Date: _____

Date: _____

Date: _____

Date: _____

END OF APPENDIX C

APPENDIX D

CONSULTANT'S BILLING RATES & DIRECT COSTS:

Cost of labor services shall be as follows:

Description	Personnel/Test	Rate	Hours	Subtotal
Pavement Section Preparation with Compaction Testing	Soil Technician	\$80/hr	40	\$3,200.00
Travel Time, 1.5 hrs per site visit, San Ramon to Oakland	Soil Technician	\$80/hr	7	\$560.00
Maximum Density/Optimum Moisture	Lab Test	\$275/ea	3	\$825.00
Consultation, Letters, PM, Final	Senior Eng/Geol	\$160/hr	3	\$480.00
TOTAL ESTIMATED TIME AND MATERIALS FEES				\$5,065.00

All rates stated herein will remain in effect through July 25, 2008. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past July 25, 2008.

END OF APPENDIX D

May 8, 2008

Oakland Unified School District
955 High Street
Oakland, California 94601

Attention: John Esposito

Subject: **Proposal for Geotechnical Services during Construction**
Jefferson Elementary School – Pavement Project
2035 40th Avenue
Oakland, California
CEL Proposal No. 81-02201-PW

Dear Mr. Esposito:

Consolidated Engineering Laboratories (CEL) has prepared this proposal to provide geotechnical services during construction of the subject project. It is our understanding that the project will consist of an approximately 13,000 sf pavement improvement. CEL reviewed the civil plan and project manual prepared by Kister, Savio & REI, Inc. prior to preparing this proposal. Our services during construction would include:

- Observation and moisture/density testing using a nuclear gauge during subgrade and baserock preparation,
- Observation of asphaltic concrete placement,
- Field daily report review,
- Final Summary letter of our observations and testing for the project.

The estimated Time and Materials, Not to Exceed fees for these services are summarized on the attached table.

Mike Wissink will handle dispatching for Geotechnical services.

If this proposal is acceptable, please provide a Purchase Order. If you have any questions, please contact the undersigned at (925) 314-7100.

Sincerely,

CONSOLIDATED ENGINEERING LABORATORIES

Marc Hachey, CEG
Project Geologist

Attachment: Time and Materials Fee Table
Report Distribution

Distribution: 2 plus fax to Addressee (510/879-8148, Fax 510/879-1861, Cell 510/388-4896)
1 PDF to Mike Wissink

MAH:pmf

R:\Proposals\Proposals 2200-2299\81-02201-PW Jefferson Paving\81-02201-JeffersonProp.doc

Time and Materials, Not to Exceed Table

Description	Personnel/Test	Rate	Hours	Subtotal
Pavement Section Preparation with Compaction Testing	Soil Technician	\$ 80/hr	40	\$3,200.00
Travel Time, 1.5 hours per site visit, San Ramon to Oakland	Soil Technician	\$ 80/hr	7	\$ 560.00
Maximum Density/Optimum Moisture	Lab Test	\$275/ea	3	\$ 825.00
Consultation, Letters, PM, Final	Senior Eng/Geol	\$160/hr	3	\$ 480.00
TOTAL ESTIMATED TIME AND MATERIALS FEES				\$5,065.00

ROUTING FORM

Jefferson Portable

Check contract title: Professional Services Contract Amendment to PCS Replacement

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information			
Contractor Name	Consolidated Engineering Laboratories		Contractor's Contact Person Marc Hachey
Street Address	2001 Crow Canyon Road		Title Project Manager
City	San Ramon		Telephone 925-314-7100
State	CA	Zip Code	94583-5387
Tax ID/Soc Sec #		Vendor #	06002
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	May 14, 2008	Date Work Will End By <small>(not more than 5 years from start date)</small>	July 25, 2008

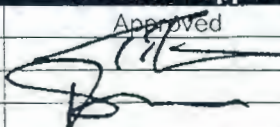

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$5,065.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #								Object				Amount			
				Site		Program				F	Unique		6		2		6		5
2	1	2	2	1	2	8	9	9	0	1	8	3	0	-	6	2	6	5	\$5,065.00
																			\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information – Indicate the Number of Persons to Benefit from Services			
Grade Level (s)	Students	Teachers	Parents
Administrators	Others (Please Specify)		

OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.k12.ca.us
Telephone	510-879-3668	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			6/14/08
Program Manager			5/19/08
Contract Services			
FCMAT Fiscal Advisors			
State Administrator			
<i>Additional approvals may be needed if contract amount is greater than \$59,600</i>			
Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only			
Dates of Clearance	Submitted by: _____	Email Address	_____
TB _____ Fingerprint _____	YTD \$ _____	Full Funding in Req. _____	Current Employee _____ Unit Member Work Conflict _____

ACORD CERTIFICATE OF LIABILITY INSURANCE		OPID EB CONSO-2	DATE (MM/DD/YYYY) 05/29/08
PRODUCER Butwin Insurance Group Suite 414 60 Cutter Mill Road Great Neck NY 11021-3104 Phone: 516-466-4200 Fax: 516-466-4213		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Consolidated Engineering Labs 2001 Crow Canyon Road #100 San Ramon CA 94583		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: AIG	
		INSURER B: National Union Fire Ins. Co.	
		INSURER C: Houston Casualty Co.	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	X	GENERAL LIABILITY	4022676	07/01/07	07/01/08	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-JECT <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 - COMP/OP AGG \$ 2,000,000			
B		AUTOMOBILE LIABILITY	3853974	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
		<input checked="" 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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
		GARAGE LIABILITY							AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<input type="checkbox"/> ANY AUTO							
A		EXCESS/UMBRELLA LIABILITY	BE4803422	07/01/07	07/01/08	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$			
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC7578176	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000			
		OTHER							
C		Professional Liab	H70616143	10/01/07	10/01/08	Ea Claim 1,000,000 Aggregate 2,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Peralty Elementary School Modernization, OUSD No. 03040, CEL No. 10-01479PW, Oakland Unified School District and its directors, officers, employees, agents and representatives are additional insureds on a primary and non contributory basis

CERTIFICATE HOLDER <div style="text-align: right; margin-right: 50px;">OAKUNIS</div> <p>Oakland Unified School District 955 High Street Oakland CA 94601</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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NOTEPAD:

INSURED'S NAME Consolidated Engineering Labs

CONSO-2

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OPID: EB

DATE 05/29/08

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AMENDMENT TO PROFESSIONAL SERVICES ROUTING FORM

Project Information

Project Name	Jefferson Portable Replacement	Site	Jefferson Elementary School
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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	Rob Morse		
OUSD Vendor ID #	1023870	Title	Project Manager		
Street Address	534-23 rd Avenue	City	Oakland	State	CA
Telephone	510-436-7626	Policy Expires	7-1-2012		
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 #	06002				

Term

Date Work Will Begin	2-11-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$137,271.36
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 5,065.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	1289901831	6265	\$5,065.00
				\$

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	Charles Love	Phone	510-535-7081	Fax	510-535-7082
1.	Capital Program Contracts & Accounting Manager					
	Signature			Date Approved	2-8-12	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	2-9-12	
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature			Date Approved		
4.	President, Board of Education					
	Signature			Date Approved		