

Board Office Use: Legislative File Info.	
File ID Number	23-0556
Introduction Date	4-12-2023
Enactment Number	23-0663
Enactment Date	4-12-2023 er



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date April 12, 2023

Subject Amendment No. 1 Agreement for Materials Testing and Special Inspection Services – Consolidated Engineering Laboratories - Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Agreement for Materials Testing and Special Inspection Services by and between the **District** and **Consolidated Engineering Laboratories**, Oakland, California, for the latter to provide additional construction inspection services as required by the (DSA) Division of the State Architect requirements for providing OUSD safeguard and assure that the (PPA) Power Purchases Agreement and approved DSA drawing, specification and codes are strictly adhered to, and to add (4) additional sites to this project, named "Group 2" per the RFP process, namely **Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy Solar Initiative Various Sites Project** for an additional total not-to-exceed amount of **\$40,124.80**, which includes a not-to-exceed amount of **\$3,647.72**, for Additional Services, increasing the Agreement’s total amount from **\$50,258.78 to \$90,383.58**, and extending the term of the Agreement from August 31, 2023 to October 31, 2023, (an additional 61 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for continuance of providing material testing and special inspections services and adding an additional (4) sites to this project, named "Group 2" per the RFP process, including Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy Solar Initiative, and sixty-one (61) calendar days’ extension to the term date.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 1, to the Agreement for Materials Testing and Special Inspection Services by and between the **District** and **Consolidated Engineering Laboratories**, Oakland, California, for the latter to provide additional construction inspection services as required by the (DSA) Division of the State Architect requirements for providing OUSD safeguard and assure that the (PPA) Power Purchases Agreement and approved DSA drawing, specification and

codes are strictly adhered to, and to add (4) additional sites to this project, named "Group 2" per the RFP process, namely **Martin Luther King, Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy Solar Initiative Various Sites Project** for an additional total not-to-exceed amount of **\$40,124.80**, which includes a not-to-exceed amount of **\$3,647.72**, for Additional Services, increasing the Agreement's total amount from **\$50,258.78 to \$90,383.58**, and extending the term of the Agreement from August 31, 2023 to October 31, 2023, (an additional 61 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fiscal Impact

Fund 21 Building Funds, Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID 23-0063

AMENDMENT NO. 1

AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

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 effective on **February 9, 2023** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Solar Initiative Various Sites – Acorn Woodland Elementary School/Lockwood STEAM Academy & New Highland Academy Project** as follows, and in the attached Exhibit A:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional materials testing and special inspection services to ensure safeguard drawing, specifications and codes are compliance to DSA requirements for 4 additional school sites that are being added to this project: Martin Luther King ES, The Center ES, Hoover ES, and Frick Unified Academy of Language, as described in the Proposal dated February 1, 2023, attached to this Amendment as Exhibit A.</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>Sixty-One (61) calendar days</u> and the amended expiration <u>October 31, 2023</u>. The current end date is August 31, 2023.</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 not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: <u>Forty Thousand One Hundred Twenty-Four Dollars 80/100 (\$40,124.80), which includes a not-to-exceed amount of \$36,477.08 for Basic Services and a not-to-exceed amount for of \$3,647.72 for Additional Services. The not-to-exceed amounts for the 4 additional school sites are listed in page 4 of the proposal, attached to this Amendment as Exhibit A.</u></p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the total not-to-exceed contract price was <u>Fifty Thousand Two Hundred Fifty-Eight Dollars 78/100 (\$50,258.78)</u>, and after this amendment, the total not-to-exceed contract price will be <u>Ninety Thousand Three Hundred Eighty-Three Dollars and 58/100 (\$90,383.58)</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)
			\$

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT


Mike Hutchinson, President, Board of Education

4/13/2023

Date


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

4/13/2023

Date


Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

3/14/23
Date

Approval as to form:


Arne Sandberg [name]
General Counsel, Facilities, Planning and Management

3/13/23
Date

CONTRACTOR

 2/22/2023
Contractor Signature Date

Rob Morse - Senior Vice President
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Consolidated Engineering Laboratories

1. **Detailed Description of Services to be provided:** To provide additional materials testing and special inspection services to ensure safeguard drawing, specifications and codes are compliance to DSA requirements for 4 additional school sites that are being added to this project: Martin Luther King ES, The Center ES, Hoover ES, and Frick Unified Academy of Language, as described in the Proposal dated February 1, 2023, attached to this Amendment as Exhibit A.

2. **Specific Outcomes:**

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

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

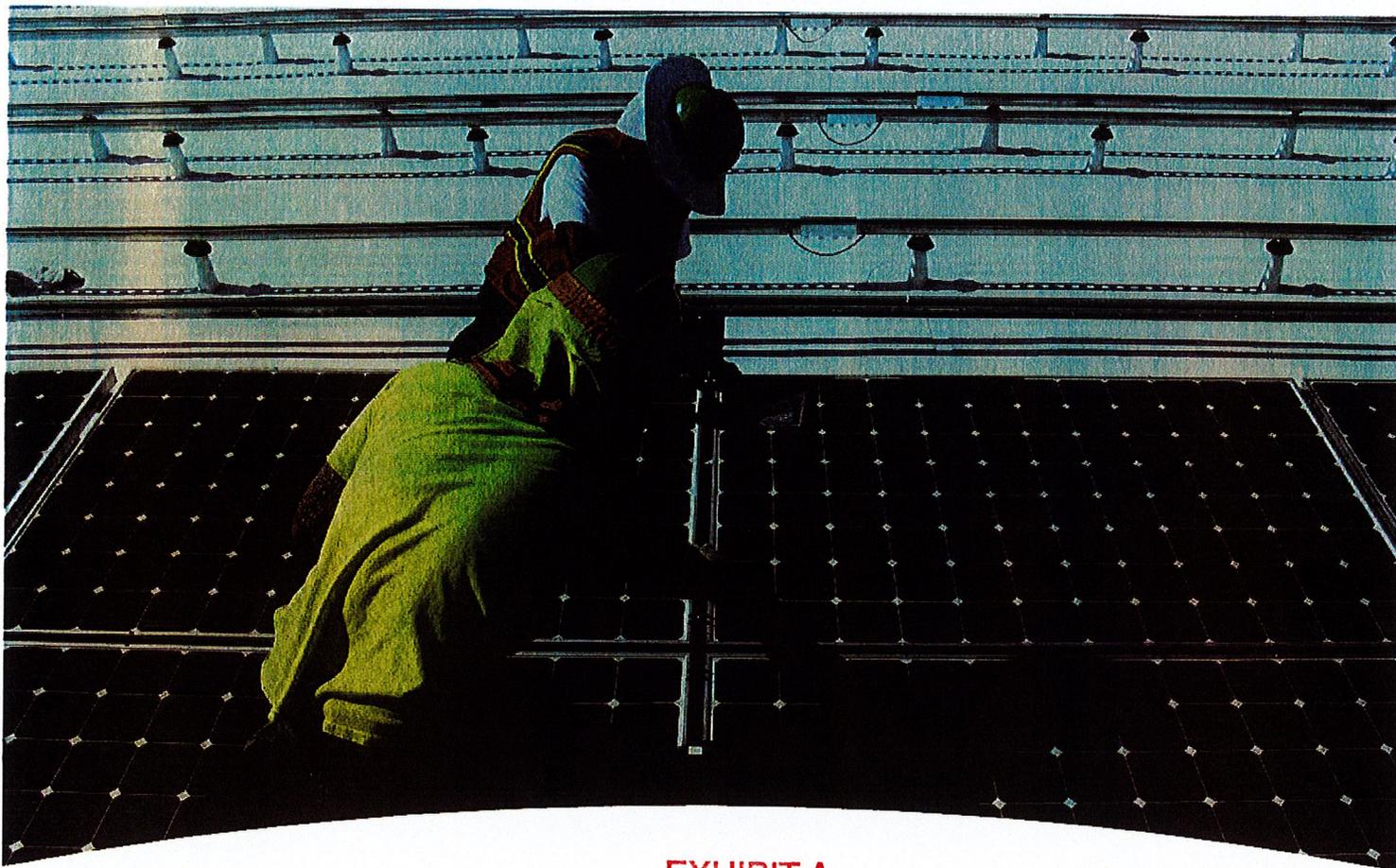


EXHIBIT A

PROPOSAL FOR OAKLAND UNIFIED SCHOOL DISTRICT
GROUP 2 SOLAR INITIATIVE PROJECTS
MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

MARTIN LUTHER KING JR. ELEMENTARY SCHOOL

THE CENTER AT FOSTER ELEMENTARY SCHOOL

HOOVER ELEMENTARY SCHOOL

FRICK UNITED ACADEMY OF LANGUAGE

February 1, 2023

SUBMITTED BY:

CONSOLIDATED ENGINEERING LABORATORIES

William K. Cale, Jr. | Senior Project Manager
925.314.7153
wcale@celab.com

SUBMITTED TO:

OAKLAND UNIFIED SCHOOL DISTRICT

Tadashi Nakadegawa | Deputy Chief
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601
juanita.hunter@ousd.org
kenya.chatman@ousd.org
collandjang@ousd.org

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February 1, 2023

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601
ATTN: Tadashi Nakadegawa, Deputy Chief

**SUBJECT: Proposal for Material Testing and Special Inspection Services for
Group 2 Solar Initiative Projects
CEL Proposal No. 10-64636PW**

Dear Mr. Nakadegawa:

Quality Assurance Engineering, Inc., doing business as Consolidated Engineering Laboratories (CEL) is enthusiastic to respond to your request for proposal to provide material testing and special inspection services for the Oakland Unified School District and the Group 2 Solar Initiative Projects, located at Martin Luther King Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, and Frick United Academy of Language.

With approximately **25% of our work being performed on DSA K-12 projects**, we are experts at understanding the requirements of both DSA and CGS. We also understand that the District relies on consultants to provide cost effective and creative solutions to extend your facilities and learning dollars. CEL personnel are experts at providing special inspection and material testing services for similarly small and large school districts within Northern California including:

- [Hayward Unified School District](#)
- [Fremont Unified School District](#)
- [Fremont Union High School District](#)
- [Mt. Diablo Unified School District](#)
- [San Francisco Unified School District](#)
- [Pittsburg Unified School District](#)
- [Oakland Unified School District](#)
- [San Juan Unified School District](#)

Mr. William K. Cale, Jr. will serve as proposed Senior Project Manager for the project. He will be your **main point of contact** regarding contract negotiations. He can be reached at bcale@ce-labs.com and at 925.314.7153. He will serve as your day-to-day contact during the duration of the proposed projects. Mr. Cale has over 20 years of experience in the construction and testing industry and has managed numerous K-12 projects throughout Northern California. His enthusiasm, good judgment and dependability have made him and the projects he has been involved in very successful. In addition, Mr. Charlie Brice, President, cbrice@ce-labs.com, and Mr. Robert Morse, Senior Vice President, rmorse@ce-labs.com, are available for contract negotiations and evaluations. Mr. Greg LeRoy, P.E., will act as the Reviewing Engineer and Mr. Clifford Lowe is CEL's Field Supervisor. CEL is a Certified LBE with the City of Oakland, Certification #1419, with our office and laboratory located at 534 23rd Avenue in Oakland.

CEL received a copy of the District's Agreement attached as Exhibit A to the RFP. CEL has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, CEL has no objections to the use of the Agreement.

CEL certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

We thank you for the opportunity to provide our proposal to the District and look forward to discussing your needs in person.

Very Respectfully,

CONSOLIDATED ENGINEERING LABORATORIES (CEL)

Charlie Brice
President

Robert W. Morse
Senior Vice President

William K. Cale, Jr.
Senior Project Manager

CB/RWM/WKC/clr

cc: juanita.hunter@ousd.org; kenya.chatman@ousd.org; colland.jang@ousd.org

2.2 | PROFESSIONAL FEES

THOUGHTFUL ASSUMPTIONS AND CLARIFICATIONS

- This is a time and materials budget estimate proposal.
- No overtime or shift differential time has been included in this proposal.
- All steel to be fabricated in a Northern California facility running a single shift during regular business hours. The fabricator is unknown at this time. Through our trusted network, CEL can most-often cover remote locations without any additional cost (travel, mileage, subsistence, etc.).
- All soils observation and testing by the geotechnical engineer of record.
- A 10% contingency is included per the RFP.
- Pricing based on 2% of published DSA construction value per the rates in the attached Fee Schedule.

Martin Luther King Jr. Elementary School, DSA Application #01-120660	
Proposed Fee	\$9,194.56
10% Contingency Fee	\$919.46
Total Not-to-Exceed Fee	\$10,114.02
The Center at Foster Elementary School, DSA Application #01-120661	
Proposed Fee	\$9,212.56
10% Contingency Fee	\$921.26
Total Not-to-Exceed Fee	\$10,133.82
Hoover Elementary School, DSA Application #01-120669	
Proposed Fee	\$7,852.58
10% Contingency Fee	\$785.26
Total Not-to-Exceed Fee	\$8,637.84
Frick United Academy of Language, DSA Application #01-120764	
Proposed Fee	\$10,217.38
10% Contingency Fee	\$1,021.74
Total Not-to-Exceed Fee	\$11,238.12
Grand Total	\$40,123.80

2.2 | PROFESSIONAL FEES

OUSD 2023 PUBLISHED FEE SCHEDULE CONSTRUCTION INSPECTION AND MATERIALS TESTING

Effective January 1, 2023 through December 31, 2023

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

Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$510.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$70.00	each
Compression 4x8 Cylinders ASTM C 39	\$70.00	each
Compression, Core (including end preparation), ASTM C 42	\$135.00	each
Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$90.00	each
Epoxy Grout 2x2 Cube Compression ASTM C 579	\$90.00	each
Cylinders, Stored 60 days (hold cylinders)	\$40.00	each
Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$145.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$105.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$105.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$115.00	each
Flexural Strength of Concrete, ASTM C 78	\$110.00	each
Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$1,430.00	each
Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$2,100.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$115.00	each
Chloride Ion Content, AASHTO T260	\$210.00	each

SOIL MECHANICS	UNIT RATE*	UNIT
Moisture/Density Curve		
Standard Proctor ASTM D 698	\$330.00	each
Modified Proctor ASTM D 1557	\$370.00	each
Checkpoint (ASTM or Caltrans)	\$175.00	each
California Impact, CT 216	\$350.00	each
Rock Correction for Oversize Material, ASTM D4718/CT216	\$130.00	each
Sieve Analysis		
Bulk Sample Gradation, ASTM C 136/C117/CT202	\$215.00	each
Material Finer than #200 Sieve, ASTM C 117	\$105.00	each
Soil Mechanics		
"R" Value, ASTM D 2844/CT 301	\$460.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$140.00	each
Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$230.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$290.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$795.00	each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$905.00	each
Moisture-Density Sample Tubes ASTM D2937	\$80.00	each
Water Content of Soil and Rock ASTM D2216/CT226	\$60.00	each

2.2 | PROFESSIONAL FEES

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

2.2 | PROFESSIONAL FEES

Grout			Consultation	\$130.00	hour
Compression, Grout Prisms, ASTM C 1019	\$85.00	each	One-Person Crew	\$130.00	hour
Compression, Mortar Cylinders, ASTM C 780	\$65.00	each	Film	\$20.00	each
Compression, Composite Prisms, ASTM C 1314	\$205.00	each	Magnetic Particle Level III (ASNT)	\$140.00	hour
Compression, Masonry Core, ASTM C 140	\$120.00	each	Magnetic Particle Level II (ASNT)	\$135.00	hour
Shear, Masonry Core, CCR Title 24	\$130.00	each	Ultrasonic Level III (ASNT)	\$140.00	hour
REINFORCING STEEL - ASTM A 615/A706	UNIT RATE*	UNIT	Ultrasonic Level II (ASNT)	\$135.00	hour
Tensile Strength and Bend Test			Dye Penetrant Level III (ASNT)	\$140.00	hour
Samples, Size #3 - #10	\$130.00	each	Dye Penetrant Level II (ASNT)	\$135.00	hour
Samples, Size #11	\$150.00	each	ROOFING	UNIT RATE*	UNIT
Samples, Size #14	\$235.00	each	Ply Count and Asphalt by Difference, ASTM D 2829	\$160.00	each
Samples, Size #18 (Full Section)	\$500.00	each	Weight Analysis, ASTM D 2829	\$85.00	each
PRESTRESSING STEEL - ASTM A 416	UNIT RATE*	UNIT	FIREPROOFING	UNIT RATE*	UNIT
Uncoated 7 Wire Strand, 1/4" to 1/2"			Density of Sprayed on Fireproofing, ASTM E 605/ UBC 43-8	\$85.00	each
Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, (add \$ 45.00 per test; for Modulus of Elasticity, add \$ 45.00 per test)	\$357.00	each	Cohesion/Adhesion, ASTM E 736	\$50.00	each
Breaking Strength Only	\$205.00	each	FIRE/LIFE SAFETY SYSTEMS	UNIT RATE*	UNIT
STRUCTURAL STEEL (mild steel not over one inch thick)	UNIT RATE*	UNIT	Fire/Life Safety Systems Inspection	\$140.00	hour
Tensile Strength, ASTM A 370 (test only)			Mechanical Engineer	\$250.00	hour
Samples, Under 1-1/2 square inch in cross section	\$182.00	each	Staff Engineer	\$190.00	hour
Samples, 1-1/2 square inch and over in cross section	\$221.00	each	Final Affidavit (Request 6 Working Days Advance Notice)	Quotation on Request	
Chemical Analysis	\$200.00	each	GEOTEXTILE FABRIC	UNIT RATE*	UNIT
Bending	\$85.00	each	Tensile Strength by Grab Method	\$370.00	each
Anchor Bolts, ASTM F1554, tensile	\$221.00	each	Puncture Resistance, Index, ASTM D 4833	\$254.00	each
High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449			Trapezoidal Tear	\$281.00	each
Bolt Assembly Test	\$323.00	each	Mass Per Unit Area, ASTM D 3776	\$188.00	each
Bolts Proof Load and Ultimate	\$131.00	each	Simulated Asphalt Retention, ASTM D 4830	\$463.00	each
Nuts Proof Load	\$74.00	each	Unit Weight Analysis, ASTM S 2329	\$80.00	each
Hardness (Rockwell)	\$40.00	each	Ply Count and Void Analysis, ASTM D 2329	\$150.00	each
WELDMENT TESTING (mild steel not over one inch thick)	UNIT RATE*	UNIT	CEMENT	UNIT RATE*	UNIT
Transverse Tensile	\$165.00	each	Storage of Grab Sample, 60 days	\$22.00	each
Transverse Side Bend	\$120.00	each	Cement Content of Hardened Concrete, ASTM C 1084	\$2,460.00	each
Transverse Root and Face Bend	\$120.00	each	GFRC PANEL TEST	UNIT RATE*	UNIT
Macroetch	\$120.00	each	Flexural Testing, per P.C.I Recommended Practice	\$71.00	each
0.505" Tensile Specimen	\$135.00	each	Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$140.00	each
Charpy V-Notch Specimen	\$187.00	each	Fiberwrap Testing (ASTM D3039)	\$714.00	set
Preparation of WPS, PQR, or Welder Certificate	\$155.00	each	SPECIALTY GEOTECHNICAL TESTING	UNIT RATE	UNIT
NONDESTRUCTIVE TESTING	UNIT RATE	UNIT	Sieve Analysis, Minus #200 by Wash ASTM D1140	\$85.00	each
Radiography			Consolidation (ASTM D2435, D4546)	\$190.00	each
Radiographic Testing-Weld Procedure Qualification (physical testing not included)	\$550.00	each	Time-Consolidation (ASTM D2435)	\$85.00	each
			Collapse/Swell (ASTM D4546)	\$100.00	each
			Unconfined Compressive Strength (ASTM D2166)	\$115.00	each
			Direct Shear (3 pt.)	\$1,050.00	each

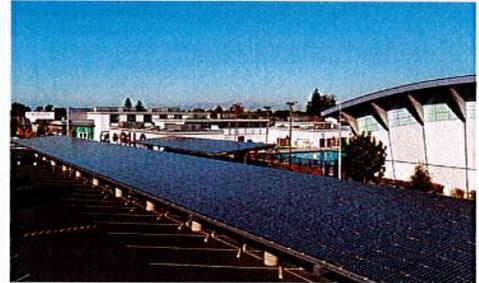
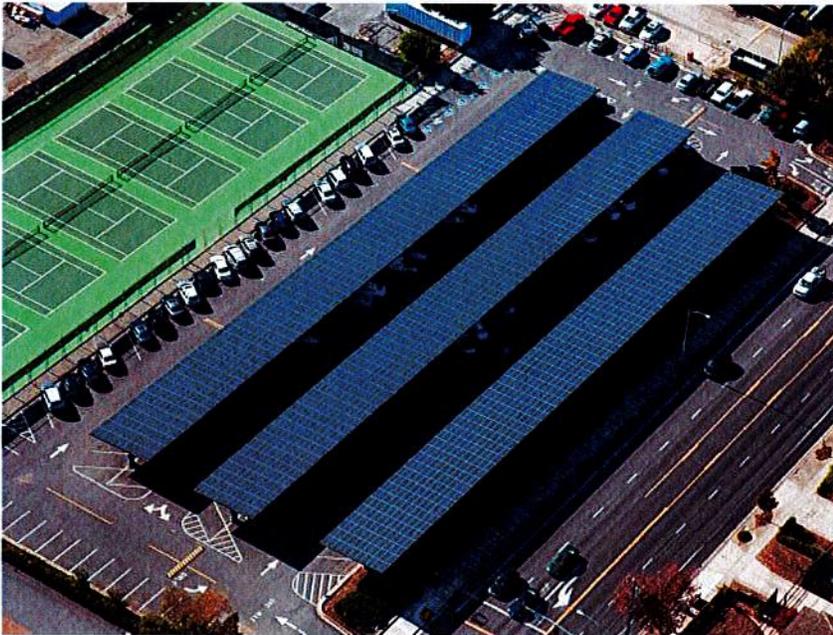
2.2 | PROFESSIONAL FEES

California Bearing Ratio, 1 pt. (ASTM D1883)	\$265.00	each	Reports on CD	\$150.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$630.00	each	Project Engineering and Management		10% of Fees
Water Soluble Sulfate	\$60.00	each	Credit Card Payment of Fees		2.5% Premium
pH (ASTM D4972)	\$80.00	each	Certified Payroll Processing	\$125.00	per invoice
Lab Resistivity	\$100.00	each	Reimbursables		Cost + 15%
MISCELLANEOUS GEOTECHNICAL CHARGES	UNIT RATE	UNIT	QA/QC Plan Written Procedures		Quotation on Request
Vehicle Charges (Over 40-Mile Radius)			Out of Area Services (Beyond 40-Mile Radius)		As Listed Below:
Truck, 2-Wheel Drive	\$0.50	mile	Travel Time		Basic Hourly Rate
Truck, 4-Wheel Drive	\$0.60	mile	Mileage	\$0.625	mile
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)		Cost + 15%	Per-diem, Including Lodging	\$120.00	day
Clerical Services	\$78.00	hour			
MISCELLANEOUS TESTS & INSPECTIONS	UNIT RATE	UNIT			
Calibration of Hydraulic Rams	\$250.00	each			
Universal Testing Machine with Technician	\$275.00	hour			
Instron Testing Machine with Technician	\$275.00	hour			
Windsor Test Probes		Quotation on Request			
Weld Procedure Review	\$300.00	each			
Expert Witness	\$3,000.00	day			
BASIS OF CHARGES	UNIT RATE	UNIT			
<i>The proposed unit rates will be in effect through December 31, 2023. Thereafter, the unit rates are subject to an annual increase of five and one-half percent (5.5%) per year to mitigate the annual operating cost increases.</i>					
Work Over 8 Hours Per Day		Time and One-Half			
Work Over 12 Hours, Monday through Friday		Double Time			
Work on Saturdays		Time and One-Half			
Work Over 8 Hours on Saturday		Double Time			
Work on Sundays/Holidays		Double Time			
Swing or Graveyard Shift Premium	\$12.50	hour			
Work from 0 to 2 Hours		2-Hour Minimum Billing			
Work from 2 to 4 Hours		4-Hour Minimum Billing			
Work from 4 to 6 Hours		6-Hour Minimum Billing			
Work from 6 to 8 Hours		8-Hour Minimum Billing			
Show-Up Time		2-Hour Minimum Billing			
Same-Day Service Call Requests	\$200.00	each			
Sample Pick-Up	\$90.00	trip			
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)		2 x Sample Pick-Up Rate			
Trip Charge	\$100.00	trip			
Laboratory Testing - Rush Fee		Add 50% to Testing Cost			
Technician with Nuclear Gauge Portal-to-Portal	\$85.00	trip			
Final Affidavit per each Applicable Permit (Request 6 working days in advance)	\$400.00	each			
DSA Interim Verified Reports	\$150.00	each			
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	\$20.00	each			

APPENDIX

FREMONT UNION HIGH SCHOOL DISTRICT SOLAR ARRAYS

Sunnyvale / Cupertino, California



PROJECT DETAILS

Client

Fremont Union High School District
Sharon Serrano, 408.522.2203

Inspector of Record

MRK Consulting and Inspection
Mike Knabe, 415.747.2155

Contractor / Architect

Re-Grid Power
Stu Davis, 408.370.3600

Construction Management

Vance Brown Builders
Steve Garrino, 650.849.9900

Duration

2009-2010

Construction Cost

\$120 million

CEL Fees

\$100,000



Consolidated Engineering Laboratories (CEL) provided testing and inspection services for Fremont Union High School District's Solar Arrays for five different high schools within the District including: Lynbrook High School, Cupertino High School, Monta Vista High School, Homestead High School, and Fremont High School. CEL's scope of services included geotechnical engineering, soils sampling and testing, structural steel shop and field welding, proofload testing, anchor/dowel installation, reinforced concrete and DSA structural masonry.

LIST OF SOLAR PROJECTS

The following is a list of our current and recent solar projects:

- Main St ES New Solar Canopy Structures 01-120130, Soquel Union Elementary School District
- Soquel ES New Solar Canopy Structure 01-120131, Soquel Union Elementary School District
- New Brighton MS New Solar Canopy Structures 01-120129, Soquel Union Elementary School District
- Grigg Residence - Pool Solar, J. Flores Construction Co. Inc
- Santa Cruz Gardens ES New Solar Canopy Structure 01-120132, Soquel Union Elementary School District
- Walsh PV Solar, Go Solar Pros, Inc
- John Muir Health - Solar Carport, John Muir Health
- John Muir Health Parking Lot, Trail, Duct Bank, Solar Canopy, John Muir Health
- Solar Hot Water system, The Core Companies
- MUSD Montebello USD Transportation Solar Canopies, United-Heider Inspection Group
- Silverado High School Modernization Phase 1 - Solar Carports, John R. Byerly, Inc.
- CVUSD Chabot ES Solar PV, Castro Valley Unified School District
- Independent ES Solar Photovoltaic System, Castro Valley Unified School District
- Vannoy ES Solar Photovoltaic System, Castro Valley Unified School District
- Jensen Ranch ES Solar Photovoltaic System, Castro Valley Unified School District
- Proctor ES Solar Photovoltaic System, Castro Valley Unified School District
- MUSD Maintenance and Operations Yard-New Solar Canopies, United-Heider Inspection Group
- CVUSD Stanton ED Solar PV, Castro Valley Unified School District
- Marshall ES Solar Photovoltaic System, Castro Valley Unified School District
- CVUSD Creekside MS Solar PV, Castro Valley Unified School District
- Castro Valley ES Solar Photovoltaic System, Castro Valley Unified School District

WILLIAM K. CALE, JR. SENIOR PROJECT MANAGER

EDUCATION

BA, Communications,
California State
University, Chico

JOINED CEL

2013

EXPERIENCE & RESPONSIBILITIES

Mr. Cale brings over 20 years of experience in the construction industry including more than 10 years in the special inspection and materials testing field to the CEL team. He is a past Vice President, Board Member and Secretary/Treasurer for the California Council of Testing and Inspection Agencies (CCTIA). Mr. Cale's experience in California Schools Construction (DSA) is extensive. Since joining CEL in 2013, **Mr. Cale has managed over 900+ K-12 and Community College projects in 42 different Districts**. His integrity, positive energy and commitment to excellence are an asset for every team.

PROJECT EXPERIENCE

Fremont Unified School District, Horner Middle School Conversion, Fremont, CA

Mr. Cale is currently serving as Senior Project Manager for the conversion project at Horner Middle School in Fremont, CA. The project includes (2) increments. Increment 1 is site prep and utility install at the existing open field at the north end of the existing campus preparing for a new campus on the site. Increment 2 shall be the installation of four new buildings northern portion of the campus, currently being the locations of the existing open field. After the new campus is completed, the demo of the existing campus can occur followed by the construction of the new playfields. The project includes a hybrid design with new construction and modernization.

San Francisco Unified School District On-Call, San Francisco, CA

As Project Manager of this On-Call contract, Mr. Cale managed multiple campus projects throughout SFUSD. He managed multiple budgets as well as construction schedules, ensuring special inspections remained on schedule across the District.

Oakland Unified School District, Greenleaf K-8 Conversion, Oakland, CA

As Senior Project Manager, Mr. Cale oversaw the geotechnical engineering, materials testing and construction inspection services for the Greenleaf K-8 conversion project in Oakland, CA. CEL served as Geotechnical Engineer of Record performing geologic hazard and geotechnical study reports for the project to satisfy California Geological Survey Note 48 requirements. CEL's scope of services included reinforced concrete, structural steel, fire-proofing, fire-stopping and smoke seals, skylight load testing, glu-lam fabrication, and post-installed anchors.

San Jose Unified School District On-Call; San Jose, CA

As Project Manager of this On-Call contract, Mr. Cale managed multiple campus projects throughout SJUSD. With a mix of new construction and seismic retrofits occurring simultaneously across campuses, Mr. Cale managed multiple budgets as well as multiple construction schedules. His attention to detail ensured that special inspections remained on schedule across the District.

- Albany USD
- Antioch USD
- Banta Elementary SD
- Benicia USD
- Brentwood Union SD
- Byron USD
- Cabrillo USD
- Campbell Union HSD
- Emery USD
- Emeryville USD
- Franklin-McKinley SD
- Fremont Union HSD
- Gilroy USD
- Hayward USD
- Jefferson Union HSD
- John Swett USD
- Knightsen Elementary SD
- Liberty Union HSD
- Loma Prieta Joint Union SD
- Los Gatos-Saratoga UHSD
- Martinez USD
- Menlo Park City SD
- Milpitas USD
- Moraga SD
- Morgan Hill USD
- Mountain View-Los Altos Union HSD
- Newark USD
- Oak Grove SD
- Palo Alto USD
- Piedmont USD
- Pittsburg USD
- Ravenswood City SD
- Redwood City SD
- San Mateo-Foster City SD
- Soudel Union Elementary SD
- South San Francisco USD

GREG LEROY, P.E.

DSA PROJECT ENGINEER

EDUCATION

BS, Civil Engineering,
2003
California State
University,
Sacramento

REGISTRATION

Civil Engineer
PE CA #73002

CERTIFICATIONS

IFC Firestop
Certification
UCACE Construction
Quality Management
for Contractors

JOINED CEL

2006

EXPERIENCE & RESPONSIBILITIES

Mr. LeRoy has over 26 years of experience in the construction industry. His main responsibility at Consolidated Engineering Laboratories (CEL) is to supervise the field staff and laboratory activities. He coordinates and manages the quality of CEL's testing and inspection program requirements with project Architects, Engineers, construction managers and contractors. He reviews and maintains records of concrete mix designs, and other submittals for conformance with project requirements. He also reviews daily field inspection reports and issues final certification letters on projects inspected by CEL. As DSA Supervising Engineer since 2014 Mr. LeRoy has supervised calibrations of laboratory equipment and testing related to laboratory certifications. Mr. LeRoy is experienced in all aspects of field and laboratory testing of soils, asphalt, steel and concrete materials. His experience includes educating staff and supervising testing and inspection services for DSA, OSHPD, commercial and many other projects, including the new IFC certification program.

PROJECT EXPERIENCE

Office Engineer, San Ramon, CA

- Coordinates Special Inspections including supervising concrete, welding and masonry special inspectors
- Manages team of Building Inspectors performing special inspections of wood construction, waterproofing, roofing and MEP.
- Manages inspections of Firestopping – Premier Certified Firestop Inspector (IFC).
- Reviews shop, field and laboratory reports.
- Coordinates review of Concrete mix designs and WPS submittals.
- Prepares Project Closeout documents.

Apple Campus, Cupertino, CA

Supervised testing and special inspection reporting, which includes accepting and then closing or failing all Inspection Requests (IR) for multiple large projects. All tests and special inspection reports are reported by IR number to project database. Review of concrete mix designs, coordinating review of WPS submittals and preparing extensive closeout documents.

Highland Hospital, Acute Tower Replacement, Oakland, CA

Reviewing Engineer - Coordinated Special Inspections including supervising concrete, welding, bolting, and masonry special inspectors. Review of shop, field and laboratory reports. Review of concrete mix designs, coordinating review of WPS submittals and preparing closeout documents.

Kaiser New Oakland Hospital, Oakland, CA

Coordinated Testing and Special Inspections including supervising concrete, welding and bolting special inspectors. Review of concrete mix designs, coordinating review of WPS submittals.

Cathedral Hill Hospital, San Francisco, CA

Reviewing Engineer - Coordinate Special Inspections including supervising concrete, shop and field welding special inspectors. Review of concrete mix designs, coordinating review of WPS submittals.

CLIFF LOWE

SENIOR FIELD SUPERVISOR

CERTIFICATIONS

ACI, Grade I
DSA Masonry #5419
ICC Reinforced
Concrete
ICC Structural
Masonry
ICC Structural Steel &
Welding
ICC Structural
Welding
ICC Structural Steel &
Bolting
Liquid Boot
OSHA 002591476
Radiation Safety and
Use of Nuclear Gauge
Mobile Equipment
Operation 888-237T

JOINED CEL
2002

EXPERIENCE & RESPONSIBILITIES

Mr. Lowe brings over 36 years of construction industry experience to Consolidated Engineering Laboratories. He has developed strong skills as a multi-disciplined inspector enhancing his strong communication skills and his ability to problem solve. Mr. Lowe currently serves CEL as Field Supervisor, providing supervision, direction, and assistance to over 200 inspectors. He is a key member of CEL's Strategic Planning Committee. He also serves on the Board for the Joint Apprenticeship Committee of Northern California, and he serves on the Curriculum Committee for the Mission Hiring Hall. Mr. Lowe is dedicated to his profession and is an effective member of any construction team.

PROJECT EXPERIENCE

Mr. Lowe operationally manages CEL's Quality Assurance/Quality Control Program throughout the Bay Area. Some of his prominent projects include:

- State of California, Department of Water Resources (DWR) Statewide On-Call
- EBMUD Water Treatment Plant Expansion, Oakland, CA
- Hollister Wastewater Treatment Plant, Hollister, CA
- Watsonville Wastewater Treatment Plant, Watsonville, CA

SalesForce Tower, San Francisco, CA

This 1,070 foot tall 61-story iconic structure located on Mission Street in the South of Market district will be the 7th tallest building in the United States and the tallest building in San Francisco. The 1,300,000 square foot tower sits on a 15 foot thick mat foundation supported by 42 load bearing elements that are 10 feet into bedrock. Each LBE is filled with 500 cubic yards of concrete. The concrete core walls are 42" thick from basement to the 52nd floor where the thickness reduces. Surrounding the concrete core wall is structural steel supporting slab-on-metal decks. The base of the tower will connect to the Transbay Transit Center which will house 11 Bay Area transit systems.

CPMC Cathedral Hill Hospital, San Francisco, CA

California Pacific Medical Center's \$2 billion construction plans in San Francisco include building a 274-bed hospital at Van Ness and Geary, a campus with a lightweight structural system that significantly improves the resource and energy effectiveness. Incorporating a 100 percent filtered outside air system, highly-diverse vegetated exteriors, healthy building materials and water conservation tactics results in a setting that promotes the health of patients, staff, and visitors.

Apple Campus, Cupertino, CA

The new campus, on a site now totaling 175 acres, is planned to house up to 13,000 employees in one central four-storied circular building of approximately 2,800,000 square feet, which will include a café for 3,000 sitting people, be surrounded by extensive landscaping, and offer parking both underground and in a parking structure. Other facilities include a 1,000 seat auditorium, 300,000 square feet of R&D facilities, a fitness center, an orchard, and a dedicated generating plant as the primary source of electricity. The sheer size and complexity of this campus necessitates both a full-time resident inspector and a full-time on-site project manager. Our inspection staff consists of highly certified and highly experienced ACI, ICC, AWS/CWI, and NTD personnel. At the height of the construction activities, CEL anticipates 25 - 30 inspectors will be providing inspections both on-site and off-site.

WILSON YE, P.E. LABORATORY DIRECTOR

EDUCATION

BS, Civil Engineering,
2009
University of
California, Davis

REGISTRATION

Civil Engineer
PE CA #C84770

CERTIFICATIONS

ACI Grade I
ACI Concrete Strength
Testing #01196597

JOINED CEL

2012

EXPERIENCE & RESPONSIBILITIES

Mr. Ye joined Consolidated Engineering Laboratories in 2012 and brings his knowledge and professional experience to any project he is a part of. He is an accomplished, self-motivated and analytical problem solver with a very strong work ethic and a readiness to lend himself to a team environment to provide quality assurance and quality control inspections and testing.

PROJECT EXPERIENCE

SFO Runway Safety Area, San Francisco, CA

Mr. Ye performed quality assurance and provided a consistent and professional staff of inspectors and lab technicians on the SFO RSA Project. This project consisted of placing over 150,000 tons of P401/P403 hot mix asphalt (HMA), along with treatment of 250,000 square yards of cement treated base (CTB). CEL's scope of services include testing HMA, soils compaction testing, and concrete compression and flexural strength testing all per FAA specifications and regulations.

Lucile Packard Children's Hospital Expansion, Stanford, CA

Mr. Ye performed laboratory testing services on the LPCH Expansion project. This project is a 521,300 square-foot addition to the existing children's hospital. CEL's scope of services includes soils compaction testing, sampling of grout for auger cast piles, reinforcing steel sampling, tagging and testing, reinforcing steel inspections, batch plant inspection, concrete placement and sampling inspections, concrete compression testing, structural and miscellaneous steel shop fabrication and field welding, shop welding inspection of buckling restrained braces, ultrasonic and magnetic particle testing of welds, fireproofing inspection, adhesion and cohesion testing of fireproofing, fireproofing density testing and torque testing of post-installed anchors.

One Rincon Hill Phase 2; San Francisco, CA

Mr. Ye performed laboratory testing services on the One Rincon Hill Phase 2 project. This is a 52-story, 299-unit residential tower located in San Francisco's South of Market District. This tower has one level below grade where it will tie into the existing parking structure which will be shared with Tower One. It is constructed utilizing a vertical core wall and 52 post-tension decks with buckling restrained braces at the 40th floor. Total size of this structure is 509,600 square feet. CEL's scope of services included reinforced concrete, shotcrete, post-tensioned concrete, structural masonry, fireproofing, structural and miscellaneous steel, and buckling restrained braces.

Mr. Ye also performed laboratory services for:

- Los Vaqueros Reservoir
- Zone 7 Water District (Alameda County)
- City of Milpitas
- Port of Oakland
- Lawrence Livermore National Laboratory
- New Stanford Hospital Increment 7

3 | CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2022

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No., Ext.): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Consolidated Engineering Laboratories 2001 Crow Canyon Road, Suite 200 San Ramon, CA 94583		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Steadfast Insurance Company	26387
		INSURER B: Zurich American Insurance Company	16535
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W26619374 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		GPL 0217085-07	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		BAP 0217109-07	11/13/2022	11/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SXS 0217077-07	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No N/A	WC 0217111-07	11/13/2022	11/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Pollution Liability Claims Made		GPL 0217085-07	11/13/2022	11/13/2023	Each Incident \$2,000,000 Policy Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance. Port of Oakland

The General, Pollution and Professional Liabilities include a blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The General Liability policy contains a special endorsement with "Primary and SEE ATTACHED

CERTIFICATE HOLDER Consolidated Engineering Laboratories 2001 Crow Canyon Road, Suite 200 San Ramon, CA 94583	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 23306015

BATCH: 2734425

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Solar Initiative Various Sites-Acorn Woodland ES/Lockwood STEAM Academy & New Highland Academy additional MLK ES, The Center, Hoover ES, and Frick MS	Site	Various
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.	
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	William Cale		
OUSD Vendor ID #	001171	Title	President		
Street Address	534 23 rd Avenue	City	Oakland	State	CA
Telephone	925-314-7100	Policy Expires	Zip	94606	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	21118				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-9-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	10-31-2023

Compensation/Revised Compensation

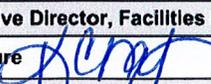
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 40,124.80
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9864	Fund 21 Measure	210-9655-0-9864-8500-6265-182-9180-9906-9999-21118 (MLK ES) 210-9655-0-9864-8500-6265-991-9180-9906-9999-21118 (The Center) 210-9655-0-9864-8500-6265-170-9180-9906-9999-21118 (Hoover ES) 210-9655-0-9864-8500-6265-219-9180-9906-9999-21118 (Frick UA)	6265	\$40,124.80

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Executive Director, Facilities Planning and Management			
	Signature 	Date Approved	3/14/23	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature  Lozano Smith, approved as to form	Date Approved	3/13/23	
3.	Deputy Chief, Facilities Planning and Management			
	Signature  for T.N.	Date Approved	3/14/23	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	23-0063
Introduction Date	2-8-2023
Enactment Number	23-0259
Enactment Date	2/8/2023 os



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

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

Board Meeting Date February 8, 2023

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

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

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

LBP (Local Business Participation Percentage) Waived

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

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 23-0063

Department: Facilities Planning and Management

Vendor Name: Consolidated Engineering Laboratories

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

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

Total Cost Over Contract Term: \$50,258.78

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

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

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

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



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Department of Facilities Planning and Management

MEMORANDUM

Date: October 25th, 2021

To: Colland Jang

From: Philip Lang, LBU Consultant

Subject: LBU Waiver

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

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

NAICS Code:

NAICS Code - 541380 Testing Laboratories

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

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

-

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

Cc: Kenya Chatman
Tadashi Nakadegawa

Local Business Utilization Program Consultants



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

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

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

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

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

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

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

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

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

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

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

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

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

h. Interfere in contractor/subcontractor relationships.

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

Consultant shall retain all samples through completion of the project.

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

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

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

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

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

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

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

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

Comprehensive General Liability

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

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

Comprehensive Automobile Liability

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

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

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

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

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

9. Termination.

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

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

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

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

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

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

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

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

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

District: Oakland Unified School District

Attn: Tadashi Nakadegawa
955 High Street
Oakland, California 94601

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT: CONSOLIDATED ENGINEERING LABORATORIES

Name: Rob Morse *R. Morse*

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

DISTRICT

Oakland Unified School District

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

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



2/9/2023

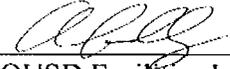
Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education



1/19/2023

Tadashi Nakadegawa Date
Deputy Chief, Facilities Planning and Management

Approved As To Form:



1/18/23

OUSD Facilities Legal Counsel Date

EXHIBIT A

Payments

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

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

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

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

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

EXHIBIT B

Hourly Rates

2.5 | PROFESSIONAL FEES

OUSD 2023 PUBLISHED FEE SCHEDULE CONSTRUCTION INSPECTION AND MATERIALS TESTING

Effective January 1, 2023 through December 31, 2023

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

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

2.5 | PROFESSIONAL FEES

Grout

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

REINFORCING STEEL - ASTM A 615/A706

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

PRESTRESSING STEEL - ASTM A 416

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

STRUCTURAL STEEL (mild steel not over one inch thick)

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

WELDMENT TESTING (mild steel not over one inch thick)

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

NONDESTRUCTIVE TESTING

Radiography

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

ROOFING

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

FIREPROOFING

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

FIRE/LIFE SAFETY SYSTEMS

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

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

GEOTEXTILE FABRIC

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

CEMENT

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

GFRC PANEL TEST

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

SPECIALTY GEOTECHNICAL TESTING

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

2.5 | PROFESSIONAL FEES

California Bearing Ratio, 1 pt. (ASTM D1883)	\$265.00	each	Reports on CD	\$150.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$630.00	each	Project Engineering and Management	10% of Fees	
Water Soluble Sulfate	\$60.00	each	Credit Card Payment of Fees	2.5% Premium	
pH (ASTM D4972)	\$80.00	each	Certified Payroll Processing	\$125.00 per invoice	
Lab Resistivity	\$100.00	each	Reimbursables	Cost + 15%	
MISCELLANEOUS GEOTECHNICAL CHARGES	UNIT RATE	UNIT	QA/QC Plan Written Procedures	Quotation on Request	
Vehicle Charges (Over 40-Mile Radius)			Out of Area Services (Beyond 40-Mile Radius)	As Listed Below:	
Truck, 2-Wheel Drive	\$0.50	mile	Travel Time	Basic Hourly Rate	
Truck, 4-Wheel Drive	\$0.60	mile	Mileage	\$0.625	mile
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)		Cost + 15%	Per-diem, Including Lodging	\$120.00	day
Clerical Services	\$78.00	hour			
MISCELLANEOUS TESTS & INSPECTIONS	UNIT RATE	UNIT			
Calibration of Hydraulic Rams	\$250.00	each			
Universal Testing Machine with Technician	\$275.00	hour			
Instron Testing Machine with Technician	\$275.00	hour			
Windsor Test Probes		Quotation on Request			
Weld Procedure Review	\$300.00	each			
Expert Witness	\$3,000.00	day			
BASIS OF CHARGES	UNIT RATE	UNIT			
<i>The proposed unit rates will be in effect through December 31, 2023. Thereafter, the unit rates are subject to an annual increase of five and one-half percent (5.5%) per year to mitigate the annual operating cost increases.</i>					
Work Over 8 Hours Per Day		Time and One-Half			
Work Over 12 Hours, Monday through Friday		Double Time			
Work on Saturdays		Time and One-Half			
Work Over 8 Hours on Saturday		Double Time			
Work on Sundays/Holidays		Double Time			
Swing or Graveyard Shift Premium	\$12.50	hour			
Work from 0 to 2 Hours		2-Hour Minimum Billing			
Work from 2 to 4 Hours		4-Hour Minimum Billing			
Work from 4 to 6 Hours		6-Hour Minimum Billing			
Work from 6 to 8 Hours		8-Hour Minimum Billing			
Show-Up Time		2-Hour Minimum Billing			
Same-Day Service Call Requests	\$200.00	each			
Sample Pick-Up	\$90.00	trip			
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)		2 x Sample Pick-Up Rate			
Trip Charge	\$100.00	trip			
Laboratory Testing - Rush Fee		Add 50% to Testing Cost			
Technician with Nuclear Gauge Portal-to-Portal	\$85.00	trip			
Final Affidavit per each Applicable Permit (Request 6 working days in advance)	\$400.00	each			
DSA Interim Verified Reports	\$150.00	each			
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	\$20.00	each			



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

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

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

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

Contractor Name	Consolidated Engineering Laboratories	Agency's Contact	William Cale, Jr.		
OUSD Vendor ID #	001171	Title	Senior Project Manager		
Street Address	534 23 rd Avenue	City	Oakland	State	CA
Telephone	925-341-7100	Zip	94606	Policy Expires	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	21118				

Term of Original/Amended Contract

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

Compensation/Revised Compensation

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

Budget Information

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

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

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	1/19/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form	Date Approved	1/18/23		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	1/19/2023		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			