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Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management

Board Meeting Date September 27, 2023

Subject Agreement for Materials Testing and Special Inspection Services – Consolidated Engineering Laboratories – Solar Initiative Project -Various Sites: Horace Mann; Madison Park; Oakland Academy of Knowledge and Esperanza -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 services as required by the Division of State Architect (DSA) for the Solar Initiative -various sites: **Horace Mann; Madison Park; Oakland Academy of Knowledge and Esperanza** Project in the not-to-exceed amount of **\$41,173.77**, with work scheduled to commence on **September 28, 2023**, and scheduled to last until **December 31, 2024**, pursuant to the Agreement.

Discussion Consultant is providing material testing and special inspections services for the Solar Initiative Project at various sites: Horace Mann; Madison Park; Oakland Academy of Knowledge and Esperanza. 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 services as required by the Division of State Architect (DSA) for the Solar Initiative -various sites: Horace Mann; Madison Park; Oakland Academy of Knowledge and Esperanza Project in the not-to-exceed amount of \$41,173.77, with work scheduled to commence on September 28, 2023, and scheduled to last until December 31, 2024, 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. 23-1927

Department: Facilities Planning and Management

Vendor Name: Consolidated Engineering Laboratories

Project No.: 23110

**Project Name: Solar Initiative Project-various sites- Horace Mann; Madison Park;
Oakland Academy of Knowledge & Esperanza Elementary**

Contract Term: Intended Start: 09/28/2023 Intended End: 12/31/24

Total Cost Over Contract Term: \$41,173.77

Approved by: Preston Thomas

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 material testing and special inspection as required by the Division of State Architect (DSA) for the Solar Initiative 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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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:

AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES (“Agreement”) is made and entered into effective **September 28, 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: Provide material testing and special inspection services for the Oakland Unified School District, and the Solar Initiative Projects located at Horace Mann Elementary, Madison Park Academy, Oakland Academy of Knowledge and Esperanza Elementary School.
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 December 31, 2024 but may not be completed until later if delays in design or construction arise. Consultant’s “Basic Services”

consist of materials testing and special inspection services more specifically described in the attached *Exhibit B*. Consultant shall perform all Basic Services required by this Agreement, even if no more compensation is possible due total compensation having reached the not-to-exceed amount. If delays in completion of the Project occur that are not caused by wrongful conduct by Consultant, including but not limited to Consultant's breaches of contract or deficient performance of Basic or Additional Services, then Consultant shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

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 special inspection 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, Consultant shall immediately bring that information to District's attention.

Consultant shall retain all samples through the 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. Consultant shall provide Additional Services if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see *Exhibit A*).

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

Comprehensive Automobile Liability

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

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

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 hold harmless the District, its Board of Trustees, officers, agents, and employees 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, California, 94606

District: Oakland Unified School District
Attn: Preston Thomas
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 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. **Fingerprinting and Criminal Background Check Certification.** Consultant shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the representations set forth above, or Consultant add personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.


27. **Forms.** Prior to performing any Services, Consultant shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Consultant shall use the District's versions of these forms, which the District shall make available upon request.

28. **Sanctions in Response to Russian Aggression.** The District requires Consultant to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5

million or more. Failure to comply may result in the termination of the Contract.

**DISTRICT:
OUSD**


**ENGINEER:
CONSOLIDATED ENGINEERING
LABORATORIES**



Mike Hutchinson, President,
Board of Education
Date



Signature



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

Rob Morse, Senior Vice President
Title



Preston Thomas
Chief Systems and Services Officer, Facilities Planning
and Management
Date

8/31/2023
Date

Approved As to Form



OUSD Facilities Legal Counsel
Date

8/31/23

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 next page).

For Basic Services, Consultant's total compensation shall not exceed **FORTY-ONE THOUSAND, ONE HUNDRED SEVENTY-THREE DOLLARS AND SEVENTY-SEVEN CENTS (\$41,173.77)** which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its July 20, 2023, fee estimate. Consultant acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

For Additional Services, Consultant's total contingency compensation shall not exceed **ZERO DOLLARS (\$00.00)**.

The total price under this Agreement for Basic and Additional Services shall not exceed **FORTY-ONE THOUSAND, ONE HUNDRED SEVENTY-THREE DOLLARS AND SEVENTY-SEVEN CENTS (\$41,173.77)**. Consultant will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.

EXHIBIT B

Scope of Services

{SR801418}10

Agreement for Materials Testing and Special Inspection Services - Consolidated Engineering Laboratories-Various Sites Horace Mann; Madison Park; Oakland Academy of Knowledge and Esperanza Project – \$41,173.77



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

Horace Mann Elementary School

Madison Park Academy

Oakland Academy of Knowledge

Esperanza Elementary School

July 20, 2023

SUBMITTED BY:

CONSOLIDATED ENGINEERING LABORATORIES

Nicholas McCloud | Project Manager

925.314.7142

nmcloud@ce-labs.com

SUBMITTED TO:

OAKLAND UNIFIED SCHOOL DISTRICT

Kenya Chatman | Executive Facilities Director

Department of Facilities Planning and Management

955 High Street, Oakland, CA 94601

juanita.hunter@ousd.org

kenya.chatman@ousd.org

colland.jang@ousd.org

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July 20, 2023

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601
ATTN: Kenya Chatman, Executive Facilities Director

**SUBJECT: Proposal for Material Testing and Special Inspection Services for
Solar Initiative Projects
CEL Proposal No. 10-66520PW**

Dear Ms. Chatman:

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 Solar Initiative Projects, located at Horace Mann Elementary School, Madison Park Academy, Oakland Academy of Knowledge and Esperanze Elementary School.

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. Nicholas McCloud will serve as proposed Project Manager for the project. He will be your **main point of contact** regarding contract negotiations. He can be reached at nmcccloud@ce-labs.com and at 925.314.7141. He will serve as your day-to-day contact during the duration of the proposed projects. Mr. McCloud has over 7 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

Nicholas McCloud
Project Manager

CB/RWM/WKC/clr

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

2.2 | EXECUTIVE SUMMARY



Project Approach and Execution of Services

Our project philosophy is based on an intensive professional series approach focusing on and initiated with a front-end-loaded effort during the preconstruction phase. This process emphasizes a thorough review of the technical documents including specifications, design plans, existing soils reports, and the construction schedule. Focusing on these key items allows CEL to hit the ground running.

As our clients and projects evolve, we have learned to adapt by increasing our capabilities and remain successful in a highly competitive industry. As much as times have changed through our company's history, one thing remains the same – CEL continues to provide services the way you, the Client, want them.

We have years of experience with CBC 2013, Title 24 California Code of Regulations and stay on top of DSA bulletins and updates to DSA's Interpretations of Regulations. We also have the capability of providing Geotechnical Engineer of Record services, provide a full-service solution for Districts.

K-12 construction is governed by the California Building Code. Specifically, Section A in each chapter provides more stringent inspection and testing methods. For example: the sampling and testing of reinforcing steel is required for all schools and hospitals; concrete batch plant inspections are required in addition to concrete sampling and testing at the jobsite; more stringent inspector certifications are required for certain inspectors such as welding, shotcrete and masonry placement. CEL has multiple AWS/CWI Welding Inspectors, DSA Shotcrete Inspectors and DSA Masonry inspectors on staff. The Field Act effectively banned all unreinforced masonry construction and led to the creation of the Division of the State Architect (DSA).

Our experience with DSA is extensive. Working closely with the IOR is key to ensuring all inspections and tests required are performed. If something comes up that the IOR feels should be tested and is not necessarily within our defined scope, we immediately inform the District of potential additional costs. At the time of milestones and/or completion, all inspections and tests are re-reviewed by our engineering staff to provide timely interim and Final Verified Reports. Additionally, with DSA using Box and changing the format of their project closeout requirements, CEL has assigned one of its Engineers to manage all DSA Box requirements. This gives our districts and their teams a single point of contact for their reports and project closeout needs.

CEL has also extensive experience working with local jurisdictions including city/county public works departments, local fire departments, county environmental health services department and other permitting agencies.

Urgent and Scheduled Response Time

At CEL we realize how important your project is to your team. We work proactively and diligently with your design and construction team to develop a cost effective testing and inspection program that will help facilitate the project.

It is our objective to act as an asset to the project construction team, helping the contractor to build a project in accordance with the contract documents and meet even the most aggressive construction schedule. Delivering the project on time-under budget-built right is what we do, time and time again. Nothing exemplifies this more than the long standing reputation that CEL has in the markets that we serve and the many long term client relationships that carry over from project to project and year to year.



CEL has a proactive approach to all projects. Our inspectors on-site have the confidence to handle any issue. Our staff has the knowledge to call upon all available resources in order to bring quick resolution to any issue. From the Ownership of the organization, to the worker picking up test cylinders, CEL works as a team and will be a positive impact to this project. We will participate in any meetings our presence is requested and will bring to the table all resources required, along with an innovative approach to problem solving.

CEL has designated **Mr. William K. Cale, Jr., to act as the primary Project Manager on your project.** He will act as your one point contact and will work directly with the project team over the course of the project. Mr. Cale will coordinate directly with our on-site lead inspector. The utilization of these two individuals, along with the responsible engineers, Mr. Greg LeRoy, P.E., and Mr. Wilson Ye, P.E., veterans of materials testing and inspection, will keep the reporting and quality control processes of the project moving along.

Mr. Cale will manage CEL's role in the project and will ensure the Client and CEL reach a project agreement that is acceptable to both parties. CEL will ensure that the Client is comfortable with the staff assigned to the project and will offer fully certified inspectors for the tasks assigned. Mr. Cale and the inspectors will attend pre-construction meetings as requested.

Daily communication between the inspection staff and the Project Manager will ensure that issues are handled immediately and information, schedules, and expectations are known to all concerned. The on-site Primary Inspector will have the capability to act as the liaison between the Client and CEL's office. The Client will have one point of contact for any and all questions and issues. The Primary Inspector will have the capability, with the Client's authorization, to

make day-to-day staffing assignments.

Schedule and Budget Management

Mr. Cale will review the entire inspection budget on a bi-weekly basis. The budget update report will identify each scope and be included with each invoice. We will communicate directly with you should the subcontractor or contractor scheduling cause additional impact on the cost structure.

Field Supervision: Field Supervisors will periodically visit the site to ensure our personnel have everything required for the project and that they are performing to expected standards. The supervisors will follow up with the Project Manager and the Client to ensure customer satisfaction.

AWARD-WINNING REPORTING AND DOCUMENTATION CONTROL

CEL was awarded the Innovative Inspection Technology Award in October 2014 presented by the Western Council of Construction Consumers. With mobile infrastructure and custom mobile applications, CEL has made advances in increasing accuracy, efficiency, and productivity in the field and in the office. With the plethora of software available in our high tech age, more firms are looking for new ways to harness this technology. By developing a proprietary system, and establishing clear procedures, Consolidated Engineering Laboratories has given themselves an edge in an extremely competitive field, and developed an important innovation in our industry. Their solution enables testing, inspection, and reporting to be done more efficiently and accurately. This represents significant improvement over old manual methods that were inefficient, labor intensive, and prone to processing errors.

CEL deserves credit for not stopping at electronic forms, a tempting advancement. Replacing a paper process with an electronic

2.2 | EXECUTIVE SUMMARY



version of the same process is intuitive. However, CEL broke down the essential elements and moved the information from party to party for analysis and action without the form being the fundamental building block, allowing them to work much faster with fewer steps. Testing and Inspection can be costly to clients, principally due to time versus performance. This innovative method results in fewer jobsite delays waiting for results and reduced paper and personnel costs. CEL can pass on important time and resource savings to the Client.

Technology: CEL is an industry leader, integrating the newest, cutting-edge technology into all aspects of our business. Our inspectors are equipped with tablet computers as a means of reviewing drawings, RFI's, and interacting with the design and construction team.

Reporting Method: Our reporting method consists primarily of iPad-generated field reports left on-site, documenting the testing and inspections performed, or more importantly, listing any non-compliances or problems.

Under normal circumstances, a written report, which has been reviewed by one of our engineers, is available within one week following the week of inspection. Laboratory test reports are available within three days of completion of the test.

Electronic Reporting: CEL utilizes a state-of-the-art electronic reporting system. Approximately 80% of all our projects are reported via electronic reporting. Our system is not just an emailed report but a complete library of all the reports on the project. Therefore, at any given time, all laboratory reports, on-site reports, off-site reports, and submittals can be reviewed by anyone who is given password-

protected access to the system. A newly added feature is the ability to download any and all reports to a separate file. The system was originally designed in 2004 and was redesigned and improved in 2012. It has had four generations of improvements installed over the past four years and CEL continues to be the leader in electronic reporting.

Budget Accountability: A new feature that has been added is a client home screen. From this screen, the client has the ability to view all project reports including project financials. This includes the testing and inspection budget, billed-to-date, percent, and outstanding invoices with the invoice number.

Identifying a Discrepancy

Electronic reporting, however, is not the means and methods utilized to notify personnel of non-compliance issues. On-site non-compliance issues will be immediately brought to the attention of the project team so that those issues can be addressed. Off-site non-compliances, such as low concrete breaks or issues that may take place in a shop, will be immediately identified and emailed separately from our standard reporting processes so that all of the appropriate personnel are notified immediately of any non-compliance. Reports noting non-compliances and low breaks are identified in red on the e-reports system so they stand out from the other reports.

A key to CEL's success in identifying discrepancies and mitigating their effects to our clients and projects can be directly tied to our award-winning, state-of-the-art, e-reporting system. All of our inspectors, project managers, and support staff have iPads for real-time, up-to-the-hour, electronically-generated reports for inspections and testing.



This iPad process and e-reporting system connects directly with all current project plans and specifications, including all pending and approved RFI's, and includes photos and special comments and notes. This system is key to addressing discrepancies quickly and accurately, and our system will be linked to your Town staff, project design firms, and the general contractors. Furthermore, this system provides immediate notification of issues and key updates, including budget-to-billed updates focusing on individual cost and task items included in all of the Town Approved Service Order projects and forms.

QUALITY CONTROL/QUALITY ASSURANCE PROGRAM FOCUS - RISK MITIGATION

The following policies and procedures assisting us in mitigating risks are utilized on each project to assure that we provide the level of quality our clients have come to anticipate. Our senior level project management and field inspection team work extremely hard to mitigate and resolve issues that may occur. Tangible processes that have been effective in mitigating projects risks include:

- All tests, analyses or other services are to be performed by personnel trained and qualified to perform that task who are familiar with the current applicable standards. They must have demonstrated adequate experience in performing the task and utilize applicable, calibrated equipment.
- All daily field reports and test results are reviewed for clarity and thoroughness by the Operations and Engineering Manager. This greatly improves our documentation and quality control (QC).
- All professional and technical staff members actively participate in courses, seminars, professional meetings, and training sessions, both internally and externally, with pre-approved released time and expense reimbursement.

- The Operations and Engineering Manager, with assistance from other staff members, develops and implements in-house training programs and staff technical seminars. These efforts help to ensure quality service and response in a proactive/real-time manner in order to minimize project risk.

APPROACH METHODOLOGY

CEL's methodology has been vital to our success in addressing and excelling in key areas of concern. These include CEL's reputation in providing urgent and scheduled response time, timely budget and scope management, and the ability to identify potential discrepancies, including materials specification conflicts, adherence to appropriate codes and standards, and discrepancies with approved structural design and detail issues.

TASK RESOLUTION

We assign technicians certified in their areas of expertise for consistent participation on each project. Additionally, on all major projects, a principal oversees communication, documentation, staffing and procedures. No other inspection agency offers this level of project involvement by a principal of the firm. Our team has an understanding of construction processes, code interpretation, and an overall ability to efficiently and effectively handle problems in the field. Furthermore, we utilize a field time ticket process to verify time on a daily basis.

Should a problem or question arise during the construction process, CEL utilizes a three-tiered system of documentation for problem resolution, as outlined below:

RFI (Request for Information): A Request for Information form is used when there is a problem or discrepancy regarding the contract documents and a structural



engineer's clarification is needed to resolve the situation. It can also be used when there is a disagreement as to what type of weld goes in a certain area, or when a weld is not detailed on a structural drawing, but our inspector feels it was intended that one be there. All Requests for Information will be directed to the Owner or the Owner's agent.

Work-in-Progress Punch List: When a problem occurs, a punch list is created so that the contractor is aware of any outstanding items. This punch list requires the signatures of both the inspector and the Town's project manager; therefore, no questions can arise as to whether or not a problem was brought to the attention of the project manager.

Non-Compliance Report: This is the final step in problem resolution, and is taken only if the contractor or subcontractor has not responded to steps 1 and 2. Used as a last resort, it is a formal notification that the work does not meet the project plans and specifications, and a resolution is required. Often, even the possibility of a non-compliance report is enough to get a problem resolved. In addition, non-compliance items are italicized in reports, and listed on the top of the first page of the report, for easy reference, and to further highlight critical matters.

FLEXIBILITY AND RELIABILITY

CEL is designed to be flexible. Whatever each client's specific needs are, regarding inspection, reporting, billing or accounting, we can accommodate them in an accurate and timely manner. In fact, we are committed to meeting, or exceeding, your requirements. Our entire staff is dedicated to doing whatever it takes to assure that consistent quality is maintained for the duration of the project.

TASK CLOSEOUT

CEL's engineering team in conjunction with our field staff and project managers monitors all exceptions and non-conformances generated from field inspections ensuring that items are closed out prior to issuing a final affidavit. Additionally, we have specific engineers assigned to projects governed by locally recognized building jurisdictions, Division of the State Architect, and Office of Statewide Health Planning and Development who are experienced with the protocols and procedures like Box and Verified Compliance Reports. Having assigned engineers ensures that our clients receive thorough, complete and quick closeout documents when requested.

SAFETY

CEL maintains a strong and extremely vigilant safety culture throughout the organization. CEL's current EMR rating is 0.78. Over the past 12 years CEL has created a culture which is driven around employee safety. CEL maintains 6 Core Values, one of which is:

SAFETY

Safety decisions impact the lives of our employees and their families. Returning home safely each day is our primary responsibility.

Our motto of **"THINK 12"** is on all of our safety vests and is a constant reminder to our employees to "THINK 12 feet all around you. Be aware of the space above you, below you, and to the sides of you."

Divisional safety meetings are held once a month across all of our offices and our field supervisory personnel perform random and frequent safety audits.

All of our inspection personnel will be fully equipped and trained to operate scissor lifts for all of the proofloading, fireproofing, and welding inspection activities, which



will be necessitated on-site. Many of our inspection personnel will have OSHA 10 training along with other more specialized training as required by jobsite conditions. More details regarding our safety plan are available upon request.

The following is our Safety Policy Statement which is included in our Workplace Injury and Illness Prevention Program (WIIPP) manual.

[Safety Policy Statement](#)

The owners and managers of the ETS Companies are committed to providing a safe and healthful work environment for all employees and others that may work, visit, or enter our facilities or contractor's job sites.

It is our policy to manage and conduct operations and business in a manner that offers maximum protection to all employees and any other person that may be affected by our operations and business.

It is our conviction that we have the responsibility of providing a safe and healthful work environment for our people and all others that may be affected as we conduct our business. We will make every effort to provide a working environment that is free from any recognized or potential hazards.

We recognize that the success of a safety and health program is dependent upon support from executive management and the involvement of all employees of the Companies.

2.3 | FIRM INFORMATION

Firm Name & Address:	
Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories 534 23rd Avenue, Oakland, California 94606	
Phone:	925.314.7100
Fax:	888.222.7132
Website:	www.ce-labs.com
Main Contact:	Nicholas McCloud; nmcloud@ce-labs.com
FEIN:	94-2988193
DIR Registration:	1000014560
Type of Firm:	C Corporation
Date Established:	1976
Employee Count:	230 Full-Time Employees
K-12 \$ in 2019:	\$2,572,000; CEL's 6th Largest Sector
Authorized Person to Execute:	
Mr. Charlie Brice President (925) 314-7100 cbrice@ce-labs.com	
Mr. Robert W. Morse Senior Vice President (925) 314-7100 rmorse@ce-labs.com	
DSA/LEA:	54

Over the last 46 years, Consolidated Engineering Laboratories (CEL) has grown to be a leader in providing quality geotechnical engineering, materials testing, and construction inspection services in the western United States. With our Corporate Headquarters in San Ramon and full-service facilities in Oakland, Santa Rosa and Sacramento, California, our testing and inspection agency is the largest in Northern California with unequalled resources and capabilities. We also have full-service offices in Salt Lake City, Utah and Honolulu, Hawaii. CEL is also part of the Atlas Technical Consultants family of companies with nearly 3,400 professionals working out of 140 offices across the nation.

Our deep local personnel pool of 230 talented individuals includes registered civil and geotechnical engineers, quality engineers, metallurgical engineers, registered environmental assessors, multi-disciplined materials testing and inspection technicians, project managers and administrative personnel.

Office and Dispatch Location

CEL will perform services from our office and DSA-Certified Laboratory located in Oakland. We are prepared to meet the immediate needs of the District for both planned meetings and visits as well as the inevitable last minute needs.

KEY ATTRIBUTES

The following are specific attributes of which no other firm under consideration can offer:

- ✓ CEL has staff of over 230, allowing it to provide the depth of resources to handle a project of this scope and magnitude.
- ✓ CEL's Oakland laboratory is a state-of-the-art facility. This 24,000 SF facility is certified by Caltrans, the Division of the State Architect, OSHPD, and the Army Corp of Engineers. We are also inspected and accredited by AASHTO and AMRL.
- ✓ CEL has a full service geotechnical engineering capability with licensed professionals and geologists and are able to augment and expand on geotechnical and environmental services should that need arise.
- ✓ CEL has access to a specialized engineering group housed in Oakland to help research and resolve construction material problems. Their full staff of forensic experts and scientists has the ability to perform almost any ASTM test that is in their directory as well as develop new testing methodology that is consistent with good engineering practice.

Anticipated K-12 Work in the Coming Year

CEL currently has a solid and sustainable workload, which we intend to grow into 2024 and beyond. We support hundreds of projects at any given time. We employ over 190 certified, Local 3 Union inspectors based all across northern California. This strength enables us to cover multiple projects simultaneously – no matter the size. Our product and project track record speaks for itself.

Since 1985, Consolidated Engineering Laboratories has been involved in several litigations, usually as a co-participant, in construction defect cases that involved most parties that participated in the project. We are providing below a list of any cases in which CEL participated in during the past five years.

Name of Claimant: Zero Waste Energy Development Company, LLC

Project Name: ZWEDC- Zero Waste Energy Development Company, San Jose, CA

Date Claim Made: March 23, 2016

Policy Number: PL5EO00137-151

Claim Number: 3-1984

Description: This is a small case that relates to a claim regarding shotcrete testing performed by CEL. These are pressure vessels that experienced eternal cracking and did not maintain internal pressure. The owner contends that CEL's inspections was deficient and that was a partial result of this alleged deficient inspection. CEL contends that the inspections were performed to code and the standard of care and this is a design deficiency. The total amount of the claim is \$1.1 million. Our attorney who has attended 2 mediations believes our exposure is approximately \$40,000 - \$50,000, and this amount has been reserved on CEL's balance sheet. No further exposure is anticipated.

Status: Closed and Settled for \$50,000 in June 2017

Name of Claimant: Honua Kai Condominium Homeowners Association

Project Name: Honua Kai Condominiums, Maui, Hawaii

Date Claim Made: January 2018

Policy Number: unknown

Claim Number: unknown

Description: CEL received notice of this claim in February 2018, and has notified its current carrier. This is a project that was constructed between 2007 and 2009. It is two, 7-story condominium projects. CEL performed reinforced concrete inspections and testing and floor flatness testing. In the notice that we received in February, there are 33 items listed as construction deficiencies totaling \$12 million. There appears to be only two items which possibly could pertain to the scope of services rendered by CEL, and in this writer's opinion even that would be a stretch. There was one claim for inadequate concrete coverage in a site reservoir which totals \$50,000 in damages, and there was an additional claim for \$700,000 which includes the description of concrete cracking. At this juncture we don't have any other information regarding the claim.

Status: No Formal Notice has been Received

2.5 | 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.

Horace Mann Elementary School	
Proposed Fee	\$7,071.76
10% Contingency Fee	\$707.18
Total Not-to-Exceed Fee	\$7,778.94
Madison Park Academy	
Proposed Fee	\$13,591.82
10% Contingency Fee	\$1,359.18
Total Not-to-Exceed Fee	\$14,951.00
Oakland Academy of Knowledge	
Proposed Fee	\$5,137.92
10% Contingency Fee	\$513.79
Total Not-to-Exceed Fee	\$5,651.71
Esperanza Elementary School	
Proposed Fee	\$11,629.20
10% Contingency Fee	\$1,162.92
Total Not-to-Exceed Fee	\$12,792.12
Grand Total	\$41,173.77

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/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

2.5 | PROFESSIONAL FEES

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

2.5 | PROFESSIONAL FEES

Grout				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 Quotation on Notice)		
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		GFRP 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

2.5 | 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			

3 | CERTIFICATE OF LIABILITY 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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Willis Towers Watson Certificate Center</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 1-877-945-7378</td> <td>FAX (A/C, No): 1-888-467-2378</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certificates@willis.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Steadfast Insurance Company</td> <td style="text-align: right;">NAIC # 26387</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td style="text-align: right;">16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	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		INSURER(S) AFFORDING COVERAGE		INSURER A: Steadfast Insurance Company	NAIC # 26387	INSURER B: Zurich American Insurance Company	16535	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Consolidated Engineering Laboratories 2001 Crow Canyon Road, Suite 200 San Ramon, CA 94583																					

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GPL 0217085-07	11/13/2022	11/13/2023	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 6,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	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		\$						
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	\$																										
B	<input checked="" type="checkbox"/> 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"/> OTHER:			BAP 0217109-07	11/13/2022	11/13/2023	<table border="0" style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$										
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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	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$														
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	\$																										
B	<input checked="" type="checkbox"/> 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 No	N/A	WC 0217111-07	11/13/2022	11/13/2023	<table border="0" style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/></td> <td>PER STATUTE</td> <td><input type="checkbox"/></td> <td>OT-HER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td><td></td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td><td></td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td><td></td><td></td></tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OT-HER		E.L. EACH ACCIDENT	\$ 1,000,000				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
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A	Contractor's Pollution Liability Claims Made			GPL 0217085-07	11/13/2022	11/13/2023	<table border="0" style="width: 100%;"> <tr><td>Each Incident</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Policy Aggregate</td><td style="text-align: right;">\$6,000,000</td></tr> </table>	Each Incident	\$2,000,000	Policy Aggregate	\$6,000,000																
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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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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
- Independent ES Solar Photovoltaic System, Castro Valley Unified School District
- Martin Luther King Jr. ES Solar Initiative , Oakland Unified School District
- The Center at Foster ES Solar Initiative, Oakland Unified School District
- Hoover ES Solar Initiative, Oakland Unified School District
- Frick United Academy of Language Solar Initiative, Oakland Unified School District
- Acord Woodland Elementary School Solar Initiative, Oakland Unified School District
- Lockwood Steam Academy Solar Initiative, Oakland Unified School District
- New Highland Academy Solar Initiative, Oakland Unified School District

Nicholas McCloud

PROJECT MANAGER

EDUCATION

BS Business
Administration
California State
University, Stanislaus
JOINED CEL
2012

EXPERIENCE & RESPONSIBILITIES

Mr. McCloud joined Consolidated Engineering Laboratories in 2012 and has acquired 10 years of experience within the materials and inspection industry with over 7 years of estimate and project management responsibilities. He transitioned from his role in Operations and Recruiting to focus on providing competitive cost budget estimates and proposals for his clients. He is a dedicated project manager with a strong knowledge of the industry's inspection staff and qualification. Mr. McCloud has managed many projects under DSA, OSHPD/HCAI, and Federal agency jurisdictions.

PROJECT EXPERIENCE

Ohlone College Academic Core Buildings, Fremont, CA

Mr. McCloud served as the Project Manager for the construction of three new academic buildings at the Ohlone College campus located in Fremont, CA. The new multi-storied science center, music and visual arts building, and learning commons/library building totaled approximately 190,000sf. This project had many complexities deep foundations installed into a hillside with cantilevered construction of multi-storied structural steel buildings along with offsite structural steel inspections required in multiple locations within the Western United States. CEL's scopes of services included concrete sampling, grout sampling, rebar bend/tensile testing, structural steel, spray applied fireproofing, and anchor/dowel installation and proofloading.

Oakland Unified School District, Solar Initiative Groups 1 & 2, Oakland, CA

As Project Manager, Mr. McCloud is currently overseeing the OUSD Solar Initiative projects in Groups 1 and 2 which includes 7 different project sites located at Independent Elementary School, Martin Luther King Jr. Elementary School, The Center at Foster Elementary School, Hoover Elementary School, Frick United Academy of Language, Acorn Woodland Elementary School, Lockwood Steam Academy, and New Highland Academy. Mr. McCloud is actively managing the budgets and overseeing the inspection team through construction that is currently ongoing at this time.

Dublin Unified School District Photovoltaic Array Projects ; Dublin, CA

As Project Manager, Mr. McCloud is currently overseeing the DUSD Photovoltaic Array projects at a total of 13 different project sites. These project Special Inspection, Materials Testing, as well as Geotechnical of Record oversight for pier foundation solar structures. Mr. McCloud is actively managing the budgets and overseeing the inspection teams through construction that is currently ongoing at this time.

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

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

{SR801418}11

Agreement for Materials Testing and Special Inspection Services - Consolidated Engineering Laboratories-Variou Sites Horace Mann; Madison Park; Oakland Academy of Knowledge and Esperanza Project – \$41,173.77

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Sr. Vice President *[insert "owner" or officer title]* of Consolidated Engineering Laboratories *[insert name of business entity]*, have read the foregoing and agree that Consolidated Engineering Laboratories *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 8/30/2023

Name: Rob Morse

Signature: *R. Morse*

Title: Senior Vice President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.


Entity Name: Consolidated Engineering Laboratories
Date of Entity’s Contract with District: 8/30/2023
Scope of Entity’s Contract with District: Materials Testing and Special Inspections

I, Rob Morse [insert name], am the Sr. VP [insert “owner” or officer title] for CEL [insert name of business entity] (“Entity”), which entered a contract on 8/30/2023, 20 , with the District for Special Inspections/ .
Material Testing

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: 8/30, 2023

Signature: 
Typed Name: Rob Morse
Title: Senior Vice President
Entity: Consolidated Engineering Laboratories



Colland Jang <colland.jang@ousd.org>

[EXTERNAL] OUSD - LBU Waiver - Scope Specific - Materials Testing and Special Inspection

1 message

Tiffany Knuckles <tiffany@360tcpr.com>

Tue, May 9, 2023 at 9:00 AM

To: KENYA CHATMAN <kenya.chatman@ousd.org>, Colland Jang <colland.jang@ousd.org>

Cc: TADASHI NAKADEGAWA <tadashi.nakadegawa@ousd.org>, JUANITA HUNTER <juanita.hunter@ousd.org>, Shonda Scott <shonda@360tcpr.com>, Shonnell Frost-Gibbs <shonnell@360tcpr.com>, Blake Brown <blake@360tcpr.com>

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for **Materials Testing and Special Inspection - Scope - Testing Laboratories (NAICS: 541380)**, to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is our recommendation that due to the lack of availability of Small firms, the 25% Small Local Business Enterprise (SLBE) requirement for the above referenced scope be waived.

For the scope outlined below, the LBU Requirement may be met with 50% Local Business Enterprise (LBE) Participation.

- **Materials Testing and Special Inspection**

An additional review may be conducted within one (1) year of this waiver to reassess the availability of eligible firms. If there are any questions, please contact 360 Total Concept, the Local Business Compliance Team.

Sincerely,

Tiffany Knuckles

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**Tiffany Knuckles**

Community Relations Liaison

360 Total Concept Inc.

www.360tcpr.com

510.473.5603 (Direct) | 510.836.0360 (Office)

*NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.



**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





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/15/2021

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Consolidated Engineering Laboratories 2001 Crow Canyon Road, Suite 100 San Ramon CA 94583 USA	INSURER A: Steadfast Insurance Company		26387
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570088466719 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GPL021708505	11/13/2020	11/13/2021	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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0217109-05	11/13/2020	11/13/2021	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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			SXS021707705	11/13/2020	11/13/2021	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC021711105	11/13/2020	11/13/2021	<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	E&O-PL-Primary			GPL021708505 CLAIMS MADE	11/13/2020	11/13/2021	Each Incident	\$2,000,000
							Aggregate	\$6,000,000

Certificate No : 570088466719

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

RE: CEL No. 10-58978PW, OUSD Central Administrative Center at Cole Campus. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Excess Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Liability and workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be

CERTIFICATE HOLDER**CANCELLATION**

oakland Unified School District
955 High Street
oakland CA 94601 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.





DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Solar Initiative Project -various sites: Horace Mann; Madison Park; Oakland Academy of Knowledge & Esperanza	Sites	136;215;169;177
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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	Nicholas McCloud		
OUSD Vendor ID #	001171	Title	Project Manager		
Street Address	534 23 rd Avenue	City	Oakland	State	CA
Telephone	510-436-7626	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 #	23110				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	09-28-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2024
		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)	\$41,173.77
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
9655/9931	Fund 21, Measure Y	210-9655-0-9931-8500-6265-136-9180-9906-9999-23110 210-9655-0-9931-8500-6265-215-9180-9906-9999-23110 210-9655-0-9931-8500-6265-169-9180-9906-9999-23110 210-9655-0-9931-8500-6265-177-9180-9906-9999-23110	6265	\$41,173.77

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 <i>[Signature]</i>	Date Approved	8/31/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i> Lozano Smith, approved as to form	Date Approved	8/31/23		
3.	Chief Systems and Services Officer, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	8/31/23		
	Chief Financial Officer				

4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature  Mike Hutchinson	Date Approved	9/28/2023