

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-1735
Introduction Date	08-28-2024
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent; Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director, Facilities

**Board Meeting Date** August 28, 2024

**Subject** Agreement for Materials Testing and Special Inspection Services – Consolidated Engineering Laboratories Inc. –Manzanita Elementary School Site Improvement Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education to the Agreement for Materials Testing and Special Inspection Services by and between the **District** and **Consolidated Engineering Laboratories, Inc., San Ramon CA**, for the latter to provide material testing and special inspections construction services for the **Manzanita Elementary School Site Improvement Project** in a not-to-exceed amount of **\$1,892.80**. The start date was **March 13, 2024**, and completion date was **April 30, 2024**. The project required immediate action to meet the tight schedule for the school site improvements. Delaying the start date would have disrupted the overall project timeline and impacted the school’s operational readiness.

**Discussion** The consultant was selected from a pre-selected pool of qualified vendors.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education to the Agreement for Materials Testing and Special Inspection Services by and between the District and Consolidated Engineering Laboratories, Inc., San Ramon CA, for the latter to provide material testing and special inspections construction services for the Manzanita Elementary School Site Improvement Project in a not-to-exceed amount of \$1,892.80. The start date was March 13, 2024, and completion date was April 30, 2024. The project required immediate action to meet the tight schedule for the school site improvements. Delaying the start date would have disrupted the overall project timeline and impacted the school’s operational readiness.

**Fiscal Impact** Fund 1 – General Fund

**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. 24-1735**

**Department: Facilities Planning and Management**

**Vendor Name: Consolidated Engineering Laboratories Inc.**

**Project No.: 23136**

**Project Name: Manzanita Elementary School Site Improvement Project**

**Contract Term: Intended Start: 03-13-2024**

**Intended End: 04-30-2024**

**Total Cost Over Contract Term: \$1,892.80**

**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?**

The vendor was selected through a pool of qualified vendors.

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

The consultant provided material testing and special inspection construction services for the Manzanita Elementary School Site Improvement 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 deemed the vendor's pricing as fair.

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:

- The consultant provided material testing and special inspection construction services for the Manzanita Elementary School Site Improvement Project.

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

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THIS AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES ("Agreement") is made and entered into effective **March 13, 2024**, 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 Inc.** (the "Consultant"), with respect to the following recitals:

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

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

1. **Retention of Consultant.** District retains Consultant to perform, and Consultant agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the materials testing and special inspection services specified in this Agreement. Consultant agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by materials testing and special inspection consultants specially qualified to provide the services required by the District.
2. **Description of Project.** The project concerning which such materials testing and special inspection services shall be provided ("the Project") is described as the following: To provide materials testing and special construction inspection services and a time and cost estimate for the **Manzanita Elementary School Site Improvement Project**.
3. **Term; Basic Services.** The term for performance of the Basic and Additional Services ("Services") shall be the duration of the Project ("Term"), and Consultant shall complete the Services within the Term. Time is of the essence for the performance of the Services under this Agreement. The Project was completed as of **April 30, 2024**. Consultant's "Basic Services" consist of construction inspection services and materials testing and special inspection services more specifically described in the attached **Exhibit B**.

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

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

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

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

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

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

h. Interfere in contractor/subcontractor relationships.

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

Consultant shall retain all samples for the duration of the agreement.

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 may only provide Additional Services after authorized in writing by District.

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

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

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Consultant or (2) by any other person;
- e. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

**Comprehensive General Liability**

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

**Comprehensive Automobile Liability**

Combined Single Limit:	Property Damage:
\$2,000,000 Each Occurrence	\$2,000,000 Each Occurrence

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

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

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

9. **Termination.**

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

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

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

10. **Independent Contractor Status.** Consultant and any and all agents and employees of Consultant shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, Consultant shall maintain a professional working relationship with the District, the Contractor, the Inspector and the Architect. Nothing contained in this



Agreement shall be deemed to create any contractual relationship between Consultant and the Architect, Inspector or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Consultant which does not otherwise exist.

11. **Indemnity.** Consultant shall indemnify, defend and 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 Inc.  
Attn: Kassi Bariel  
2001 Crow Canyon Rd, Suite 200  
San Ramon, CA 94583

District: Oakland Unified School District  
Attn: Preston Thomas  
955 High Street  
Oakland, CA 94601

15. **Governing Law and Venue.** 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.

Material Testing & Special Inspections Services Agreement – Consolidated Engineering Laboratories – Manzanita Elementary School Site Improvement Project - \$1,892.80  
{SR671993}

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. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:
- Fingerprinting Notice and Acknowledgement.

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Benjamin Davis, President  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary Board of Education

\_\_\_\_\_  
Date

  
Preston Thomas (Jul 30, 2024 00:12 PDT)

\_\_\_\_\_  
Preston Thomas, Chief Systems & Services  
Officer, Facilities Planning and Management

\_\_\_\_\_  
Date

*James R. Traber*  
\_\_\_\_\_  
OUSD Facilities Legal Counsel

\_\_\_\_\_  
Date

7/16/24

**CONSOLIDATED ENGINEERING  
LABORATORIES INC.**

*R. Morse*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

7/26/2024

**Rob Morse, Senior Vice President**  
\_\_\_\_\_  
Print Name, Title

***EXHIBIT A***

**Payments**

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

For Basic Services, Consultant's total compensation shall not exceed **ONE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS AND EIGHTY CENTS (\$1,892.80)**, which is Consultant's estimate of the maximum total cost of its Basic Services on the Project.

For Additional Services, Consultant's total contingency compensation shall be ZERO DOLLARS (\$00.00). Consultant shall not be entitled to payment for Additional Services unless prior to performance of them Consultant was authorized by District in writing to perform them.

The total price under this Agreement for Basic and Additional Services shall not exceed **ONE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS AND EIGHTY CENTS (\$1,892.80)**.

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

**EXHIBIT B**

**Scope of Services**



Partners in Quality  
2001 Crow Canyon Rd., Suite 200  
San Ramon, CA 94583  
Phone: (925) 314-7100 Fax: (888) 222-7132

BILLING PERIOD ENDING	INVOICE NO.	INVOICE DATE	PAGE
4/12/2024	219108	5/1/2024	1 of 2

San Ramon Division

<b>B I L L T O</b>	Kyle Brower Oakland Unified School District Facilities Planning & Manage 955 High Street Oakland, CA 94601 United States
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<b>P R O J E C T</b>	Manzanita ES Site Improvements 2409 E 27th Street Oakland, CA 94601  App/Permit # N/A
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CUST. NO.	PROJECT NO.	P.O. NO.	TERMS	
10-0100659	10-68429-		Net 30	
DATE	TASK # & DESCRIPTION	RATE	QUANTITY	NET AMOUNT

**Project 10-68429- Manzanita ES Site Improvements**

4/8/2024	02110 Nuclear Gauge	85.00	1.00	85.00
4/12/2024	Project Engineering/Management			202.80
	<u>Lab #: 10S240405-1</u>			
4/4/2024	02018 Compaction, Modified Proctor ASTM D 1557 Rush	370.00	1.50	555.00
	<u>Report #: 240405Soils</u>			
4/4/2024	Jeremiah Johnson 02098 Soils Sampling	110.00	4.00	440.00
4/4/2024	Jeremiah Johnson 02110 Nuclear Gauge	85.00	1.00	85.00
	<u>Report #: 240412Soils</u>			
4/8/2024	Aloysius McMahan 02099 Compaction Testing W/ Gauge	110.00	4.00	440.00
4/8/2024	Aloysius McMahan 02110 Nuclear Gauge	85.00	1.00	85.00

Past due balances will accrue interest at 1% per month

Federal ID Number: 94-2988193

For information regarding the status of your account, please contact Rebecca Heberl Bowman at rheberl@ce-labs.com or (337) 262-4787



**CONSOLIDATED ENGINEERING  
LABORATORIES**

Partners in Quality  
2001 Crow Canyon Rd., Suite 200  
San Ramon, CA 94583  
Phone: (925) 314-7100 Fax: (888) 222-7132

BILLING PERIOD ENDING	INVOICE NO.	INVOICE DATE	PAGE
4/12/2024	219108	5/1/2024	2 of 2

San Ramon Division

<b>B I L L T O</b>	Kyle Brower
	Oakland Unified School District Facilities Planning & Manage
	955 High Street
	Oakland, CA 94601
	United States

<b>P R O J E C T</b>	Manzanita ES Site Improvements
	2409 E 27th Street
	Oakland, CA 94601
	App/Permit # N/A

CUST. NO.	PROJECT NO.	P.O. NO.	TERMS
10-0100659	10-68429-		Net 30

DATE	TASK # & DESCRIPTION	RATE	QUANTITY	NET AMOUNT
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Invoice Total: 1,892.80

BUDGET	CHANGES	TOTAL	BILLED TO DATE	% BILLED
5,000.00	0.00	5,000.00	1,892.80	37.86

Project Manager: Tyler Riedel

Billing Coordinator: Elizabeth Gomez

Remit to:  
2001 Crow Canyon Rd., Suite 200  
San Ramon, CA 94583  
Phone: (925) 314-7100

*Thank you for your business*

**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 Senior 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: 7/26/2024

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: 7/26/2024  
Scope of Entity's Contract with District: Materials Testing and Special Inspection

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 7/26, 2024, with the District for Materials Testing and Special Inspection

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: 7/26, 2024  
Signature: R. Morse  
Typed Name: Rob Morse  
Title: Senior Vice President  
Entity: Consolidated Engineering Laboratories



2001 Crow Canyon Road, Suite 200; San Ramon, CA 94583  
 Phone: (925) 314-7100; Main Fax: (888) 222-7132

# SERVICE AGREEMENT

CEL Project No: **10-68429**

Project Name:	Manzanita ES Site Improvements		Job Site Contact:	Kyle Brower	
Project Address:	2409 E 27th Street, Oakland, CA			Contact Phone No.:	510-459-1809
Permit Jurisdiction (CITY/COUNTY/OSHPD/DSA/OTHER):			Permit Number:		
Company/Individual Responsible for Payment to CEL ("Client"):			Oakland Unified School District Facilities Planning & Management		
Client Address:	955 High Street, Oakland, CA				
Client Contact (Signatory):	Kyle Brower	Phone No.:	510-459-1809	Email:	kyle.brower@ousd.org
Client Project No.:			Client PO No.:		

Scope of services and billing rates are as outlined below. Services are being rendered as per terms and conditions outlined herein.

- Compaction Testing w/Gauge \$ 110.00 per Hour

**Terms and Conditions:**

- Client agrees to pay invoice within 30 days, or incur interest charges of 1% per month.
- Client acknowledges services are rendered at the unit rates quoted herein. Total inspection hours are as necessitated by the Contractor's schedule and code requirements, and are not the responsibility of CEL. Client agrees that it shall be the responsibility of the Contractor and/or Client to provide timely notification to CEL to perform its services as contracted to provide.
- If Client or Contractor request services outside of scope listed above, Client will compensate CEL at the rates listed in CEL's current published fee schedule.
- This paragraph limits CEL's liability – READ IT CAREFULLY. Client understands and acknowledges that the services pose certain risk to both CEL and the Client. Client further acknowledges and agrees that the amount of risk CEL accepts by this Agreement is commensurate with the amount of compensation received under this Agreement for the services. CEL's fee for the services is based on and reflects Client's agreement to limit CEL's liability as described below. Client specifically acknowledges and agrees that but for this promise to limit CEL's liability, CEL's fee would be significantly higher to accommodate CEL for the risks posed by the services and entering this Agreement. Client acknowledges its right to discuss this provision with legal counsel and negotiate with CEL regarding this provision and the proposed fee. In reliance on the foregoing and consideration for the fee proposed, Client specifically acknowledges and agrees that, to the fullest extent permitted by law, CEL's total liability for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever, including, without limitation, attorneys' fees and legal costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the services or this Agreement from any cause or causes, including, but not limited to, CEL's negligence, errors, omissions, breach of contract or any duty, is limited to Twenty-Five Thousand Dollars (\$25,000) or the amount of CEL's fee, whichever is greater.
- Client acknowledges billing minimums of 4 and 8 hours as outlined herein.
- Credit card payments will be charged a convenience fee of 2.5% of the total invoice amount. Payment by credit card is to be made with CEL's Accounts Receivable department.
- Unless otherwise agreed in writing, test specimens or samples will be disposed of immediately upon completion of testing.
- CEL under this Agreement will strive to perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No other warranty, expressed or implied, is made.
- If any party hereto commences an action or arbitration proceeding to interpret or enforce this contract, the prevailing party shall be entitled to an award of attorneys' fees and costs in addition to all other amounts awarded by the Court or arbitrator.
- Services provided pursuant to this Agreement are intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this Agreement without the express written consent of CEL.
- Client agrees that CEL has been engaged to provide technical professional services only, and that CEL does not owe a fiduciary responsibility to Client.
- The costs for the final inspection report will be billed with the first invoice on the project. This final report will be issued within six days once a request for the affidavit is made by a project representative. As a condition precedent to CEL issuing the final inspection report for this Project, CEL must have a signed Service Contract on file and all fees incurred by Client must be paid in full.
- Client is entitled to an original report and three copies. Additional reports or reports for additional distribution will be charged to Client at \$15 each.
- Client agrees to require Contractor to provide on-site First Aid services as required by CAL-OSHA.
- It shall be Client's sole responsibility to notify CEL in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to CEL, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon CEL.
- CEL reserves the right to collect a \$500 retainer fee before beginning work on this Project. If the work is less than \$500, CEL will refund the difference.
- Signatures received by DocuSign, eSignature, facsimile, PDF or email will be treated as originals
- This agreement is governed by the laws of the State of California and is entered into in the County of Contra Costa, City of San Ramon.
- The proposed unit rates will be in effect through December 31, 2024. Thereafter, the unit rates are subject to an increase of seven percent (7%) per year to mitigate the annual operating cost increases.
- This contract does not assume the requirement to enter into an accounts payable system such as Textura and should it be required, any fee associated with that shall be considered a reimbursable expense and shall be charged to the client.
- If a day's inspection is canceled for any reason, please notify the dispatch office by 4:00 p.m. on the day prior to the scheduled inspection. Cancellations received on the day of inspection are subject to a 2-hour show-up charge. A premium sample pick up charge will be applied for pickups on weekends and holidays.

The following **Basis of Charges** will be in effect during our participation on your project:

Work from 0-4 Hours	4-Hour Minimum Billing	Trip Charge	\$0.00/Trip
Work from 4-8 Hours	8-Hour Minimum Billing	Final Affidavit	\$500.00 Each
Show-Up Time	2-Hour Minimum Billing	Project Management Fee	12%
Overtime-Saturday	Time and One-Half	Sample Pick-Up	\$90.00/Trip
Work over 8 hours per day, or on Saturdays	Time and One-Half	Premium Sample Pick-Up	Basic Hourly Rate x 1.5
Work after 8 hours or Saturdays	Double Time	Mileage	\$0.625/mile
Work over 12 hours	Double Time	Reimbursables	Cost plus 15%
Work on Sundays or Holidays	Double Time	OUT OF AREA SERVICES	
Swing/Graveyard Shift Premium	\$12.50 per Hour	Per Diem	\$120 per Day
Technician with Nuclear Gauge	Portal-to-Portal	Travel Time	Basic Hourly Rate
Same-Day Service Call Requests	\$200.00 Each		

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of Colie Carman

**Consolidated Engineering Laboratories**

DocuSigned by:  
Colie Carman  
 2C403874D48E439...  
 By: \_\_\_\_\_  
 Title: , Project Manager

DocuSigned by:  
Colie Carman  
 2C403874D48E439...  
 Client: \_\_\_\_\_  
 DocuSigned by:  
Kyle Brower  
 COE0E275409647A...  
 By: \_\_\_\_\_  
 Title: Senior Project Manager Date: 5/1/2024

Please be advised that your failure to sign and return this contract within ten (10) days shall be considered your acceptance of all the Terms and Conditions provided herein and, in reliance thereon, CEL may elect to commence performing the services described herein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2024

12/18/2023

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).

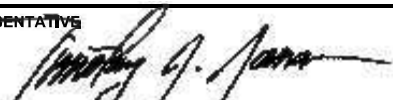
PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Steadfast Insurance Company	26387
INSURER B:	Zurich American Insurance Company	16535
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES** ATSI23      **CERTIFICATE NUMBER:** 19953811      **REVISION NUMBER:** XXXXXXXX

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 <input checked="" type="checkbox"/> X,C,U Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Policy Aggregate \$6M	Y	Y	GPL 0217085-08	11/13/2023	11/13/2024	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 0217109 08	11/13/2023	11/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	SXS 0217077-08	11/13/2023	11/13/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0217111-08	11/13/2023	11/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Env Contr Poll	N	N	GPL 0217085 08	11/13/2023	11/13/2024	Per Occur/Agg:\$2,000,000/\$6,000,000
A	Env Prof (E&O)			GPL 0217085-08	11/13/2023	11/13/2024	Per Claim/Agg:\$2,000,000/\$6,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Certificate Holder(s) are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law. Notice of Cancellation applies as per attached endorsement or policy language. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Professional Liability and Pollution Liability policies.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> See Attachments
<b>19953811</b> Consolidated Engineering Laboratories 2001 Crow Canyon Road, Suite 100 San Ramon CA 94583	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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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	<b>Manzanita Elementary School Site Improvement Project</b>	<b>Site</b>	175
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### Basic Directions

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

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

<b>Contractor Name</b>	Consolidated Engineering Laboratories, Inc.	<b>Contact</b>	Kassi Bariel		
<b>OUSD Vendor ID #</b>	001171	<b>Title</b>	President		
<b>Street Address</b>	534 23 <sup>rd</sup> Avenue	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	208-982-7139	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>OUSD Project #</b>	23136				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	03-13-2024	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	04-30-2024
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$1,892.80
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0007/9957	General Fund 1	010-0007-0-9957-8500-6265-175-9130-0092-9999-23136	6265	\$1,892.80

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director, Facilities</b>				
	<b>Signature</b>	<b>Date Approved</b>	Jul 29, 2024		
	<small>Kelly Hanman (Jul 29, 2024 15:04 PDT)</small>				
2.	<b>General Counsel, Facilities and Planning</b>				
	<b>Signature</b>	<b>Date Approved</b>	7/16/2024		
3.	<b>Chief Systems and Services Officer, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	Jul 30, 2024		
	<small>Preston Thomas (Jul 30, 2024 00:12 PDT)</small>				
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			