Board Office Use: Legislative File Info.		
File ID Number	25-2005	
Introduction Date	09-24-2025	
Enactment Number	25-1657	
Enactment Date	9/24/2025 os	



Memo

To Board of Education

From Denise Saddler, Ed.D., Interim Superintendent

Preston Thomas, Chief Systems & Services Officer

**Board Meeting Date** September 24, 2025

**Subject** Amendment No. 1 to the Agreement for Materials Testing and Special Inspection

Services - Consolidated Engineering Laboratories - Garfield Elementary School Site

Renovation Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 1 to the Agreement for

Materials Testing and Special Inspection Services by and between the **District** and **Consolidated Engineering Laboratories, San Ramon, CA**, for the latter to provide preliminary field activities, field exploration, and geotechnical lab testing for the **Garfield Elementary School Site Renovation Project** in an additional amount of \$38,197.64, increasing the total not-to-exceed contract price from \$35,865.50, to \$74,063.14, and extending the expiration date of the Agreement from June 30, 2025, to June 30, 2026 (an additional 365 calendar days). All other terms and conditions of

the Agreement remain the same and in full force and effect.

**Discussion** Other professional or specially trained services or advice no bidding or RFP required

(Public Contract Code §20111(d) and Government Code §53060)

LBP (Local Business Participation Percentage)

Exempt

**Recommendation** Approval by the Board of Education of Amendment No. 1 to the Agreement for Materials

Testing and Special Inspection Services by and between the District and Consolidated Engineering Laboratories, San Ramon, CA, for the latter to provide preliminary field activities, field exploration, and geotechnical lab testing for the Garfield Elementary School Site Renovation Project in an additional amount of \$38,197.64, increasing the total not-to-exceed contract price from \$35,865.50, to \$74,063.14, and extending the expiration date of the Agreement from June 30, 2025, to June 30, 2026 (an additional 365 calendar days). All other terms and conditions of the Agreement remain the same and in full force and effect.

**Fiscal Impact** Fund 21- Building Fund -Measure Y

**Attachments** • Amendment No. 1

Routing Form

• File ID 24-2720



# **AMENDMENT NO. 1**

# AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Consolidated Engineering Laboratories</u>. OUSD entered into an agreement with CONTRACTOR for services effective on <u>December 12</u>, 2024 ("Agreement"), and the parties agree to amend the Agreement for the Services with <u>Garfield Elementary School Site Renovation Project</u> as follows, and in the attached Exhibit A:

1.	Services:		ne scope of work is <u>unchanged</u> .		s <u>changed</u> .
	If scope	of work char	iged:		
			agrees to provide the following ame g for the construction project.	nded services: preliminary field ad	ctivities, field exploration, and
2.	Terms (dura	ation): 🔲 T	he term of the contract is <u>unchanged</u> .		ct has <u>changed</u> .
			The contract term is extended by ion date is <b>June 30</b> , <b>2026</b> .	an additional <b>Three Hundred Si</b>	xty Six calendar days, and
3.	Compensa	tion:	The contract price is <u>unchanged</u> .		s <u>changed.</u>
	If the co	ompensatio	n is changed, The not-to-exceed	contract price for Basic Services	is
	⊠ Inc <u>(\$38,19</u>		hirty-Eight Thousand One Hund	red Ninety-Seven Dollars and	Sixty-Four Cents
	☐ De	creased by _	dollars and no/	100 (\$).	
	Five	<u>e Dollars an</u>	nent, the not-to-exceed total contra d Fifty Cents(\$35,865.50), and af -Four Thousand Sixty-Three Do	ter this amendment, the not-to-e	exceed total contract price
			All other provisions of the Agreeme as originally stated.	ent, and prior Amendment(s) if an	ıy, shall remain unchanged
5.	Amendment	History:			
	⊠ Ther	e are no prev	ious amendments to this Agreemen	t.   This contract has previously	been amended as follows:
	No.	Date	General Description of	Reason for Amendment	Amount of Increase (Decrease)
					\$
6.	Approval: Thi	is Amendment	is not effective, and no payment shall	be made to Contractor based on this	Amendment, until it is signed

99069.002 Rev. 10/30/08

Contract No.

P.O. No.

by Contractor and approved by the Board of Education.

Counsel, Facilities, Planning, and Management

# **OAKLAND UNIFIED SCHOOL DISTRICT CONSOLIDATED ENGINEERING LABORATORIES** Jennifer Brouhard, President, Date Contractor Signature Date President, Board of Education Print Name, Title Denise Saddler, Ed.D., Interim Superintendent and Date Secretary, Board of Education Preston Thomas, Chief Systems & Services Officer Date Approval as to form: 08/13/2025 James Traber, Esq. Date

Counsel, Facilities, Planning, and Management

#### **OAKLAND UNIFIED SCHOOL DISTRICT CONSOLIDATED ENGINEERING LABORATORIES** 9/25/2025 Rob Morse 8/15/2025 Jennifer Brouhard, President, Date Contractor Signature Date President, Board of Education Denie Gail Salle Rob Morse, Senior Vice President Print Name, Title 9/25/2025 Denise G. Saddler, EdD, Interim Superintendent Date and Secretary, Board of Education 08/19/2025 Preston Thomas (Aug 19, 2025 10:11:11 PDT) Preston Thomas, Chief Systems & Services Officer Date Approval as to form: James Traber, Esq. Date

# EXHIBIT "A" Scope of Work for Amendment

**Contractor Name: Consolidated Engineering Laboratories** 

- 1. Detailed Description of Services to be provided: additional preliminary field activities, field exploration, and geotechnical lab testing.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	X Accountable for quality
0 High quality and effective instruction	0 Full service community district



August 4, 2025

Oakland Unified School District
Department of Facilities and Management
955 High Street
Oakland, California 94601

Attention:

Mr. John Esposito | Facilities Project Manager

Subject:

Proposal for Geotechnical Engineering Study Update Garfield Elementary School – Campus Reconstruction 2201-2299 E. 17<sup>th</sup> Street, Oakland, California 94606

CEL Proposal No. 10-69810-PWA

Dear Mr. Esposito,

Pursuant to your request, Consolidated Engineering Laboratories (CEL) is pleased to present this proposal to prepare a geotechnical engineering study update for Oakland Unified School District's ("District") proposed Campus Reconstruction project for Garfield Elementary School in Oakland, California. This proposal is based on our firm's and staff experience in the specific area, our experience with similar projects with similar subsurface conditions, and a review of the information provided by you.

Based on recent discussions with you and the design team, we understand the District has decided to forego previous plans to seismically retrofit the existing school buildings, and is now pursuing construction of an entirely new school campus. It is our understanding the new campus would be constructed across the acreage of both the existing school campus and that of Garfield Park to the southeast, with the new school building being constructed primarily at the site of Garfield Park. The building will be roughly "H-shaped", would be up to 3-stories tall, and would have an approximate footprint of 42,100 square feet (sf).

The site is mapped as located in potential artificial fill over Holocene-epoch alluvium. We also understand that the project site is in a mapped geologic hazard zone, and in accordance with Division of State Architect (DSA) IR A-2, preparation of a geohazards (i.e., geologic hazard) study would ordinarily be required for this project. However, a geohazards study was already conducted for the Garfield Park portion of the site earlier this year, and a separate one was performed for the existing school campus in 2022. Therefore, a geohazard study will not be necessary for the purposes of this study update.

California Geological Survey (CGS) Special Publication 117A (SP 117A) provides guidelines for evaluating liquefaction hazards for mapped hazard zones per the SHMA. To evaluate the potential for liquefaction, we will extend four borings to a depth of 50 feet to help quantify the risk of liquefaction as well as obtain subsurface information for development of geotechnical recommendations for the proposed improvements.

#### **Proposed Scope of Work**

The Geotechnical Field Study will meet Title 24 requirements, including for the geohazards study, the most recent Note 48 requirements of CGS as enforced by DSA. These requirements include drilling a minimum of two borings representing each structure and at least one boring for every 5,000 sf of building footprint.



Based on satisfying the CGS requirements, and per the provided site plan, we find that six exploration borings would be suitable for the proposed project.

The services to be provided for our geotechnical engineering study include the following:

## Preliminary Field Activities

- 1) Review existing local geotechnical investigation reports and other available regional data.
- 2) Mark the location of the subsurface exploration at the site using flags, stakes or white spray paint.
- 3) Contact Underground Service Alert (USA) for liability purposes and obtain Ticket Number. Note that USA participant agencies (e.g., EBMUD, PG&E, Comcast Cable, AT&T) will generally not enter private property to perform marking services.
- 4) Utilize an underground utility locating subcontractor to define/clear the boring locations of existing buried utilities.

## Field Exploration

- 1) The field exploration program will consist of drilling six borings within the proposed project area to a maximum depth of about 50 feet below grade.
- 2) Sampling will occur in roughly 3 to 5-foot intervals in the borings, with more frequent sampling generally within the uppermost 8 feet. The soil will be sampled with a Modified California sampler fitted with 6-inch-long inner steel liners; or a Standard Penetration Test (SPT) split spoon sampler. The relatively undisturbed liner samples will be sealed and the SPT samples will be placed in plastic bags. The samplers will be driven 18 inches with a 140-pound hammer with an approximate 30-inch drop. Blow counts for the last foot will be logged as the penetration resistance. The blow counts from the SPT sampler will be utilized to determine subsurface soil characteristics for correlation with USCS soil types. Bulk soil samples will also be obtained from the upper few feet of auger cuttings in the borings or from exposed soil areas.
- 3) Groundwater depth will be measured during and at the completion of drilling of the borings, if encountered.
- 4) The borings will be backfilled with grout by County requirement. All excess drill cuttings will be removed off-site by the drilling subcontractor.
- 5) Field exploration costs assume that field personnel, including the drilling subcontractor, are subject to California Prevailing Wages.

#### Geotechnical Laboratory Testing

The following laboratory tests would be conducted:

- 1) Several in-situ moisture and density tests will be performed on selected steel liner samples.
- 2) Up to two Sieve Analysis tests may be performed to help determine subsurface soil characteristics and evaluate liquefaction potential.
- 3) Up to two fines content tests (minus No. 200 sieve) may be performed to help determine subsurface soil characteristics and help evaluate liquefaction potential.
- 4) Three Atterberg Limits test may be performed to measure the plasticity and interpret the expansive



potential of the near surface soil.

- 5) Up to two Unconsolidated-Undrained triaxial strength test and/or set of 3-point direct shear tests may be performed to help assess the supporting capacity of the subsurface soils for supporting the buildings.
- 6) Two R-value tests will be performed on bulk samples of potential pavement subgrade materials to develop recommended pavement sections in case a parking lot or blacktop playground are included in the final design of the campus (undetermined as of the date of this proposal).
- 7) One set of Corrosion tests will be performed as required by the 2022 California Building Code (CBC) to help evaluate the corrosive potential of the subsurface soils on buried concrete and metal structures.

#### Geology and Geologic Hazards (Geohazards) Study

In accordance with the requirements of Title 24, DSA IR A-4 and the 2022 CBC, a Geologic Hazards Study is required since the project site is in a mapped CGS liquefaction evaluation zone. However, as two Geohazard Studies have already been prepared for the school campus and Garfield Park, the results of this investigation will be prepared as a supplemental letter to the existing report referenced above, and an additional Geohazards Study will not be performed.

# **Engineering Analysis and Report Preparation**

A supplemental letter report will be prepared and will contain a site plan showing the boring locations. Boring logs, laboratory test data, a summary of site soil and groundwater conditions, and engineering properties of the on-site soils will also be provided and discussed. The geotechnical data generated from our field and laboratory testing program will be analyzed and used to develop conclusions and recommendations for use in the design of the foundation system for the proposed existing main school building and supplement the conclusions and recommendations presented in the previous report.

The completed report will be submitted to you as an electronic (PDF) copy. Report submittal costs to CGS are not included in this proposal.

## **Summary of Fees**

The table below provides our estimated fees for our supplemental geotechnical engineering study, as well as the subsequential consultation usually required during the design phase and a 10% contingency, as usually requested by the District. This Lump Sum fee for Phase "PWA" covers services only through the submittal of the study report. Our fees are based assuming that significant environmental contamination (e.g., fuel or other chemical odors) will not be encountered during drilling.

Furthermore, this lump-sum fee does not include supplemental consultation with the design team occurring after submittal of our study report including review of plans, specifications, and calculations, as appropriate and as requested by you. These services would be provided on a time and materials (T&M) basis in accordance with our attached Schedule of Fees. For budgeting purposes, we propose an initial T&M budget of \$2,750.00 for design-phase support services.



Scope Item	Amount	Fee Basis
Phase PWA – Supplemental Geotechnical Engineering Study	\$ 31,975.13	Lump Sum
Phase A – Supplemental Consultation	\$ 2,750.00	T&M
Additional 10% Contingency	\$ 3,472.51	T&M
Total Fee for all Phases Combined + Contingency	\$ 38,197.64	

#### Schedule

Following our receipt of your Notice-to-Proceed (NTP), field exploration for our study is anticipated to occur between two and three weeks after NTP depending on driller availability. Submittal of the report is anticipated to be on the order of three to four weeks after the completion of field exploration. However, if needed, preliminary recommendations could be developed and transmitted to the project design team prior to completion and submittal of the final report. Additionally, we will make every effort to accommodate other adjustments to the proposed schedule to more closely meet the needs of the design team, if possible, subject to constraints regarding completion of field exploration and subsequent laboratory testing.

If this proposal is acceptable, we understand a District Independent Consultant Agreement referencing the scope and cost presented in this proposal will be issued for our acceptance.

We greatly appreciate the opportunity to provide this proposal to you. If you have any questions regarding this proposal, please contact Mr. Anastasio directly at <a href="mailto:nick.anastasio@oneatlas.com">nick.anastasio@oneatlas.com</a>.

Sincerely,

CONSOLIDATED ENGINEERING LABORATORIES

ophia Castillo Nick Anastasio, PE

Project Manager Senior Project Engineer Senior Vice President

Attachments: Preliminary Boring Plan

Fee Schedule

Distribution: PDF to Addressee: john.esposito@ousd.org

CB/NAA/CD:pmf





#### Memorandum:

Date: 8/5/2025
To: Daniel Ortiz

CC: David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott,

Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subect: LBU Memo - Project #22102 - Garfield Elementary School - Site Renovation - Drilling/Boring + Soil Testing

As per the Oakland Unified School District's Local Business Policy Program Requirements - BP 7115: There is a fifty (50)% minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 22102 Project Site(s): Garfield Elementary School

Name: Site Renovation - Drilling/Boring + Soil Testing

#### Analysis:

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold for construction related professional service contracts and/or construction contracts. Given this information, the above listed project/company shall be considered exempt from the 50% minimum Local Business Participation requirement. If the firm selected to provide services for the project outlined above is indeed a certified, local firm(s), then their work may count as an LBU value add for the District; however participation is not required.

#### LBU Recommendation:

EXEMPT (Threshold)

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles
Local Business Compliance - Officer
360 Total Concept
Oakland Unified School District - Local Business Compliance





# **DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

Project Name  Garfield Elementary School Site Renovation Project  Basic Directions  Services cannot be provided until the contract is awarded by the Board authority delegated by the Board Attachment Checklist  X Proof of general liability insurance, including certificates and x Workers compensation insurance certification, unless vendor  Contractor Information	Board. endorsements, if co	11	8	
Services cannot be provided until the contract is awarded by the Board authority delegated by the Board Attachment Checklist x Proof of general liability insurance, including certificates and x Workers compensation insurance certification, unless vendor	Board. endorsements, if co	he Superin		
Attachment X Proof of general liability insurance, including certificates and Checklist X Workers compensation insurance certification, unless vendor	Board. endorsements, if co	he Superin		
Checklist x Workers compensation insurance certification, unless vendor			tendent p	oursuant to
Control to Information	is a sole provider	ntract is ove	er \$15,000	
	n e			
Contractor Name   Consolidated Engineering Laboratories   Agency's Contractor				
OUSD Vendor ID # 001171 Title	Project Mana	ger		
Street Address 2001 Crow Canyon Road, Suite 300 City	San Ramon S	tate CA	Zip	94583
Telephone 925-314-7100 Policy Expires				
Contractor History Previously been an OUSD contractor? ☐ Yes ☐ No	Worked as an C	OUSD emplo	oyee? 🔲	Yes 🛛 No
OUSD Project # 22102				
Term of Original/Amende	d Contract			
Date Work Will Begin (i.e., effective date of contract)  Date Work Will End By date; for construction contract	(not more than 5 years	s from start		
New Date of Contract E		oletion date)	06-30-	2026
, , , , , , , , , , , , , , , , , , , ,	( <b>)</b>		10000	
Compensation/Revised Co	mpensation			
If New Contract, Total If New Contra	act, Total Contract			
Contract Price (Lump Sum) \$ Price (Not To		\$		
Pay Rate Per Hour (If Hourly) \$ If Amendmen	nt, Change in Price	\$38	8,197.64	
Other Expenses Requisition N	lumber			
Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the	State and Federal Offic	ce <u>before</u> con	npleting req	uisition.
Resource # Funding Source Org Key		Obj	ect Code	Amount
9657/9867 Fund 21 Measure Y 210-9657-0-9867-8500-6265-118-91	80-9906-9999-22°	102	6265	\$38,197.64
Approval and Positing (in order of a	nnvoval atoma)	·		
Approval and Routing (in order of a Services cannot be provided before the contract is fully approved and a Purchase Order is		document aff	firms that to	your
knowledge services were not provided before a PO was issued.  Division Head  Phone	510-535-7038	Fax		510-535-7082
F 4 B 4 6 F 199	310-333-7038	Гах		710-333-7002
1.	Data Approved			
Date Approved				
2. Signature James Traber	Date Approved	08/13/2	2025	
Chief Systems and Services Officer				
3. Signature Preston Thomas (Aug 19, 2025 10:11:11 PDT)	Date Approved	08/19/2	025	
Chief Financial Officer	•			
4. Signature	Date Approved			
President, Board of Education	,,			
5. Signature	Date Approved			
Signature  Counsel, Facilities and Planning Signature  Chief Systems and Services Officer  Signature Signature Chief Financial Officer  Chief Financial Officer  Signature President, Board of Education	Date Approved  Date Approved	I		

# Agreement File ID No. 24-2720

Board Office Use: Legislative File Info.		
File ID Number	24-2720	
Introduction Date	12-11-2024	
Enactment Number	24-2257	
Enactment Date	12/11/2024 CJH	



# Memo

**To** Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer

Kenya Chatman, Executive Director

**Board Meeting Date** December 11, 2024

Subject Agreement for Materials Testing and Special Inspection Services – Consolidated

Engineering Laboratories - Garfield Elementary School Site Renovation Project -

Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of the Agreement for Materials Testing and

Special Inspection Services by and between the **District** and **Consolidated** 

Engineering Laboratories, San Ramon, CA, for the latter to provide material testing and special inspections construction services for the Garfield Elementary School Site

Renovation Project in a not-to-exceed amount of \$35,865.50 which includes a contingency fee of \$3,260.50 for Additional Services, with work scheduled to commence on December 12, 2024, and schedule to last until June 30, 2025.

**Discussion** Other professional or specially trained services or advice no bidding or RFP required

(Public Contract Code §20111(d) and Government Code §53060)

LBP (Local Business Participation Percentage)

0.00%

**Recommendation** Approval by the Board of Education of the Agreement for Materials Testing and

Special Inspection Services by and between the District and Consolidated Engineering Laboratories, San Ramon, CA, for the latter to provide material testing and special inspections construction services for the Garfield Elementary School Site Renovation Project in a not-to-exceed amount of \$35,865.50 which includes a contingency fee of \$3,260.50 for Additional Services, with work scheduled to commence on December

12, 2024, and schedule to last until June 30, 2025.

**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. <u>242720</u>	
Department: <u>Division of Facilities Planning and Management</u>	
Vendor Name: Consolidated Engineering Laboratories	
Project Name: Garfield Elementary School Site Renovation Project	<u>t</u> Project No.: 22102
Contract Term: Intended Start: 12-12-2024	Intended End: <u>06-30-2025</u>
Total Cost Over Contract Term: <u>9</u>	
Approved by: <u>Preston Thomas</u>	
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 (CEL) had a previous contract completed, and now CEL will complete this second phase of work at G	
Summarize the services or supplies this contractor or vendor will be	e providing.
Consolidated Engineering Laboratories will drill multiple borings in the able to obtain soil samples and analyze them in the laboratory.	e field next to Garfield Elementary to be
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 Consultant's proposal consistent with pricing on the remainder of	this Project.

2) Please check the competitive bidding exception relied upon:

<u>Construction Contract</u>:

	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:
Consu	Iltant Contract:
	Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), <u>and</u> (b) using a fair, competitive RFP selection process (Government Code §\$4529.10 et seq.)
	Architect or engineer <i>when state funds being used</i> – 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.), <b>and</b> (c) using a competitive process consistent with Government Code §\$4526-4528 (Education Code §17070.50)
$\boxtimes$	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
<u>Purch</u>	asing 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)

Ц	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:
<u>Mainte</u>	enance 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:
  - Consultant will provide material testing and special inspection construction services for the Garfield Elementary School Site Renovation Project. Other professional or specially trained services or advice no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060)

# AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES ("Agreement") is made and entered into effective **December 12, 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** (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: **Garfield Site Renovation Project.**
- 3. **Term; Basic Services**. The term for performance of the Basic and Additional Services ("Services") shall be the duration of the Project ("Term"), and Consultant shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of **June 30, 2025**, 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;

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- 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 for the duration of the Agreement unless the District requests a longer period.

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: \$2,000,000 Each Occurrence \$4,000,000 Aggregate Property Damage: \$1,000,000 Each Occurrence \$2,000,000 Aggregate

# **Comprehensive Automobile Liability**

\$1,000,000 Each Occurrence

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

- 7. **Hazardous Materials**. In the event the District or Consultant becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project, or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.
- 8. **Compliance with Laws**. Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.

## 9. **Termination.**

- a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination.
- b. This Agreement may also be terminated by either Party upon seven (7) days written notice should the other Party fail substantially to perform their duties or for any material breach under this Agreement.
- c. In the event of termination, Consultant shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs

incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

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

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**. 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 is using State of California funds for this Contract, and therefore Consultant must 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.

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

JSR8014181

# OAKLAND UNIFIED SCHOOL DISTRICT

Pag Di	12/12/2024
Benjamin Davis, President	Date
Board of Education	12/12/2024
Kyla Johnson-Trammell, Superintendent	Date
& Secretary Board of Education	Nov 6, 2024
Preston Thomas (Nov 6, 2024 15:17 PST) Preston Thomas, Chief Systems & Services	s Date
Officer, Facilities Planning and Manageme  James Traber	
OUSD Facilities Legal Counsel	Date

CONSOLIDATED ENGINEERING CONSULTANTS

Worse

10/31/2024

Signature Date

Rob Morse, Senior Vice President

Print Name, Title

# EXHIBIT A

# **Payments**

For Basic Services, Consultant's total compensation shall not exceed **THIRTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-FIVE AND FIFTY CENTS(\$35,865.50)**, which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its **October 21, 2024**, 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 THREE THOUSAND TWO HUNDRED SIXTY DOLLARS AND FIFTY CENTS(\$3,260.50).

The total price under this Agreement for Basic and Additional Services shall not exceed **THIRTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-FIVE AND FIFTY CENTS(\$35,865.50).** Consultant will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.



Scope Item	Amount	Fee Basis
Phase PW – Geotechnical Engineering & Geologic Hazards Study		
Planning, Coordination, Permitting, Site Marking-USA	\$ 1,720.00	
ACPWA Drilling Permit (7 Borings)	\$ 850.00	
Private Utility Locator	\$ 750.00	
2 Days Drilling, Truck-Mounted Drill Rig (Prevailing Wage)	\$ 9,540.00	
Off-haul Soil Cuttings from Site	\$ 480.00	
Log Borings during Drilling, Staff Engineer	\$ 2,640.00	
Mileage Reimbursement (3 Trips)	\$ 60.00	
Process Samples, Develop Laboratory Schedule	\$ 750.00	
Laboratory Testing & Corrosion Testing	\$ 3,600.00	
Geologic Hazard Evaluation (CEG field and office)	\$ 1,920.00	
Engineering Analysis	\$ 1,960.00	
Geotechnical and Geologic Hazard Report Prep	\$ 1,835.00	
Total Fee for Phase PW:	\$ 26,105.00	Lump Sum
Phase A – Supplemental Consultation	\$ 2,000.00	T&M
Phase PWA – Geotechnical Construction Observation Services	\$ 4,500.00	T&M
Additional 10% Contingency	\$ 3,260.50	T&M
Total Fee for all Phases Combined + Contingency	\$ 35,865.50	

## Schedule

Following our receipt of your Notice-to-Proceed (NTP), field exploration for our study is anticipated to occur between two and three weeks after NTP depending on driller availability. Submittal of the report is anticipated to be on the order of three to four weeks after the completion of field exploration. However, if needed, preliminary recommendations could be developed and transmitted to the project design team prior to completion and submittal of the final report. Additionally, we will make every effort to accommodate other adjustments to the proposed schedule to more closely meet the needs of the design team, if possible, subject to constraints regarding completion of field exploration and subsequent laboratory testing.

# EXHIBIT B

**Scope of Services** 

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The services to be provided for our geotechnical engineering study include the following:

# **Preliminary Field Activities**

- 1) Review existing local geotechnical investigation reports and other available regional data.
- 2) Mark the location of the subsurface exploration at the site using flags, stakes or white spray paint.
- 3) Contact Underground Service Alert (USA) for liability purposes and obtain Ticket Number. Note that USA participant agencies (e.g., EBMUD, PG&E, Comcast Cable, AT&T) will generally not enter private property to perform marking services.
- 4) Utilize an underground utility locating subcontractor to define/clear the boring locations of existing buried utilities.

#### **Field Exploration**

- 1) The field exploration program will consist of drilling seven borings within the proposed project area to a maximum depth of about 50 feet below grade.
- 2) Sampling will occur in roughly 3 to 5-foot intervals in the borings, with more frequent sampling generally within the uppermost 8 feet. The soil will be sampled with a Modified California sampler fitted with 6-inch-long inner steel liners; or a Standard Penetration Test (SPT) split spoon sampler. The relatively undisturbed liner samples will be sealed and the SPT samples will be placed in plastic bags. The samplers will be driven 18 inches with a 140-pound hammer with an approximate 30-inch drop. Blow counts for the last foot will be logged as the penetration resistance. The blow counts from the SPT sampler will be utilized to determine subsurface soil characteristics for correlation with USCS soil types. Bulk soil samples will also be obtained from the upper few feet of auger cuttings in the borings or from exposed soil areas.
- 3) Groundwater depth will be measured during and at the completion of drilling of the borings, if encountered.
- 4) The borings will be backfilled with grout by County requirement. All excess drill cuttings will be removed off-site by the drilling subcontractor.
- 5) Field exploration costs assume that field personnel, including the drilling subcontractor, are subject to California Prevailing Wages.

# **Geotechnical Laboratory Testing**

The following laboratory tests would be conducted:

- 1) Several in-situ moisture and density tests will be performed on selected steel liner samples.
- 2) Up to four Sieve Analysis tests may be performed to help determine subsurface soil characteristics and evaluate liquefaction potential.
- 3) Up to four fines content tests (minus No. 200 sieve) may be performed to help determine subsurface soil characteristics and help evaluate liquefaction potential.
- 4) Four Atterberg Limits test may be performed to measure the plasticity and interpret the expansive potential of the near surface soil.
- 5) Up to two Unconsolidated-Undrained triaxial strength test and/or set of 3-point direct shear tests may be performed to help assess the supporting capacity of the subsurface soils for supporting the buildings.



6) One set of Corrosion tests will be performed as required by the 2022 California Building Code (CBC) to help evaluate the corrosive potential of the subsurface soils on buried concrete and metal structures.

#### Geology and Geologic Hazards (Geohazards) Study

In accordance with the requirements of Title 24, DSA IR A-4 and the 2022 CBC, a Geologic Hazards Study is required since the project site is in a mapped CGS liquefaction evaluation zone. Geologic hazard studies must satisfy requirements imposed by Note 48 of the California Geological Survey. The Geology and Geologic Hazards Study would include site plans, geology maps, soil series maps, geologic cross-sections, a fault map, a liquefaction susceptibility map, and a flood map. A California-registered Certified Engineering Geologist will perform a site reconnaissance of the property. Pertinent geologic maps, literature, and aerial photographs will also be reviewed by our engineering geologist. The local and regional geology and geologic hazards will be discussed.

# **Engineering Analysis and Report Preparation**

A geotechnical engineering and geologic hazards study letter report will be prepared and will contain a site plan showing boring locations; boring logs, laboratory test data, a summary of site soil and groundwater conditions, and engineering properties (i.e., index properties) of the on-site soils. The geotechnical data generated from our field and laboratory testing program will be analyzed and used to develop conclusions and recommendations for use in the design of the aggregate base (AB) layer that will be placed across the entire field and which will support the proposed modular classroom buildings. The report will be submitted to you as an electronic (PDF) copy.

## **Summary of Fees**

The table below provides our estimated breakdown of the fees for our geotechnical engineering and geologic hazards study, as well as the subsequential consultation usually required during the design phase and construction phase observation services. This Lump Sum fee for Phase "PW" was derived based on the estimated costs of the various tasks outlined in the following table which covers services only through the submittal of the study report. Our fees are based assuming that significant environmental contamination (e.g., fuel or other chemical odors) will not be encountered during drilling.

As mentioned, our fees include supplemental consultation with the design team occurring after submittal of our study report. They are expected to include review of plans, specifications, and calculations (as appropriate) and possibly answering questions/providing additional recommendations not included in our report. These services would be provided on a time and materials (T&M) basis in accordance with our Schedule of Fees. As listed in the following table, we suggest you establish an initial T&M budget of \$2,000.00 for such services.

Geotechnical construction-phase services are preliminarily estimated to consist of grading associated with the placement of AB across most of the existing field, as well as the placement of asphalt for walkways. Our services would primarily include compaction testing, as well as related laboratory testing (e.g. proctors/"curves"). The work would be performed per DSA LEA regulations, including submission of interim and final DSA-293 Geotechnical Engineer-of-Record reports. As shown in the following table, we suggest an initial T&M geotechnical construction budget of \$4,500.00 be established for this task.

# EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

{SR801418}

# 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: 10/31/2024
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:	10/29/2024
Scope of Entity's Contract with Distric	t: Materials Testing and Special Inspection
	am the Sr. Vice President [insert "owner" or officer
	_[insert name of business entity] ("Entity"), which
entered a contract on 10/31/2024	, 20_24, with the District for Special Inspectons
employees who are required to submit convicted of a felony as defined in Education Code section who will interact with a pupil outside oparent or guardian having a valid crimisection 44237.	Code section 45125.1(f), neither the Entity, nor any of its fingerprints and who may interact with pupils, have been acation Code section 45122.1; and (2) the Entity is in full on 45125.1, including but not limited to each employee of the immediate supervision and control of the pupil's anal background check as described in Education Code the foregoing is true and correct to the best of my
Date: 10/31 , 2024 S	ignature: R. Morse
	Syped Name: Rob Morse
	Title: Senior Vice President
E	ntity: Consolidated Engineering Laboratories





# Memorandum:

Date: Oct 21, 2024 To: Daniel Ortiz

CC: Kenya Chatman, David Colbert, Pranita Ranbhise, Ty Taylor, Colland Jang, Juanita Hunter, John Espositio

Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Exemption Notice - Garfield Elementary - Project 22102 - Consolidated Engineering Laboratories

Greetings Mr. Ortiz.

As per the Oakland Unified School District's Local Business Policy Program Requirements - BP 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts. including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project: 22102 | Project Site: Garfield Elementary

Project Name: Garfield Site Renovation - Temporary Housing Company: Consolidated Engineering Laboratories (CEL)

It has been determined that the projected dollar amount for the above identified contract falls below the Local Business Policy determined threshold of \$84,100 for professional service contracts. Given this information, the above listed project/company shall be considered exempt from the 50% minimum Local Business Participation requirement.

# LBU Recommendation:

Exempt -

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles





# CERTIFICATE OF LIABILITY INSURANCE

1/13/2024

DATE (MM/DD/YYYY) 10/25/2024

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).

	minute and the comment of the commen					
PRODUCER	Lockton Insurance Brokers,LLC	CONTACT NAME:				
	CA License #0B99399	PHONE (A/C, No, Ext):	FAX (A/C, No):			
	777 S. Figueroa Street, 52nd fl.	E-MAIL ADDRESS:				
	Los Angeles CA 90017 213-689-0065	INSURER(S) AFFORDING COVERAGE	NAIC#			
	210 007 0000	INSURER A: Steadfast Insurance Company		26387		
INSURED	Consolidated Engineering Laboratories	INSURER B: Zurich American Insurance Comp	any	16535		
1530203 2	2001 Crow Canyon Road, Suite 200	INSURER C:				
	San Ramon CA 94583	INSURER D:				
		INSURER E:				
		INSURER F:				

COVERAGES CERTIFICATE NUMBER: 21096428 REVISION NUMBER: XXXXXXX

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.

	ADDLISUBRI POLICY EFF POLICY EFF POLICY EFF									
INSR LTR		TYPE OF INSURANCE	INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY	Y	Y	GPL 0217085-08	11/13/2023	11/13/2024	EACH OCCURRENCE	\$ 2,000,000	
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	X	X,C,U Included						MED EXP (Any one person)	\$ 10,000	
	X	Contractual Liab						PERSONAL & ADV INJURY	\$ 2,000,000	
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 6,000,000	
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000	
	X	отнея: Policy Aggregate \$6М							\$	
В	AUT	OMOBILE LIABILITY	Y	Y	BAP 0217109 08	11/13/2023	11/13/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
	X	ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXX	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$ XXXXXXX	
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ XXXXXXX	
									\$ XXXXXXX	
Α		UMBRELLA LIAB X OCCUR	Y	Y	SXS 0217077-08	11/13/2023	11/13/2024	EACH OCCURRENCE	\$ 1,000,000	
	X	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 1,000,000	
		DED RETENTION\$							\$ XXXXXXX	
В		RKERS COMPENSATION EMPLOYERS' LIABILITY		Y	WC0217111-08	11/13/2023	11/13/2024	X PER OTH-ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 77 N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000	
	(Man	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
Α		Contr Poll	N	Y	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	
1										

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

RE: 10-69810PW OUSD Garfield Elementary Temp Housing Site Renovation Project. Oakland Unified School District is 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.

CERTIFICATE HOLDER	CANCELLATION See Attachments
21096428 Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
955 High Street Oakland, CA 94601	AUTHORIZED REPRESENTATIVE

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MAZI ENE											
DIVI	SIO	N OF FA	CILITIES P	LANNI	NG AND M	ANAGEMI	ENT Ro	UTIN	g Fo	RM	
					ct Information						
Project Name	Garfield Elementary School Site Renovation Project Site 118										
	Basic Directions										
Services of	cannot l	be provided	d until the contrac ลเ		ed by the Boar legated by the		by the Su	oerinte	endent	pursuant to	,
Attachment Checklist			l liability insurance ensation insurance					s over	\$15,00	)0	
				Contrac	ctor Informati	on					
Contractor Na	me	Consolidat	ed Engineering La	boratories	Agency's Cor	tact Charlie	Brice				
OUSD Vendor	r ID#	001171			Title	Project I	Manager				
Street Address	s	2001 Crov	v Canyon Road, S	uite 300	City	San Ramon	State	CA	Zip	94583	
Telephone		925-314-7	100		Policy Expires	5					
Contractor His	story	Previously	been an OUSD c	ontractor? [	Yes □ No	Worked as	an OUSD	employ	/ee?	] Yes 🛛 No	)
OUSD Project	t#	22102									
			Term (	of Origin	ial/Amende	ed Contract					
Date Work			12-12-2024		ork Will End By construction contra				06-30	0-2025	
onodivo dato	01 0011114				te of Contract		Completion	uuto)			
				•		` ,		l			
	Compensation/Revised Compensation										
If New Con						act, Total Cor	tract			_	
Contract Pr	•	· · · · · · · · · · · · · · · · · · ·	\$		Price (Not To			_	,865.5	0	
Pay Rate P	er Hou	r (If Hourly)	\$		If Amendme	nt, Change in	Price	\$			
Other Evne	2000				Doguicition I	dumbor		1			

Compensation/Revised Compensation								
If New Contract, Total								
Pay Rate Per Hour (If Hourly)		\$	If Amendment, Change in Price	\$				
Other Expenses			Requisition Number					
Budget Information								
If you a	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		Object Code	Amount				
9655/9867	Fund 21 Measure Y	210-9655-0-9867-850	6265	\$35,865.50				

	Approval and Routing (in ord	er of appr	oval steps)		
	ices cannot be provided before the contract is fully approved and a Purchase rledge services were not provided before a PO was issued.	order is iss	ued. Signing this	document affirms th	nat to your
	Division Head F	hone	510-535-7038	B Fax	510-535-7082
1.	Executive Director				
	Signaturetman (Nov 6, 2024 07:21 PST)	D	ate Approved	Nov 6, 2024	
2.	Counsel, Facilities and Planning				
۷.	Signature James Traber	D	ate Approved	11/04/2024	
	Chief Systems and Services Officer				
3.	Signature Signat		Date Approved	Nov 6, 2024	
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		