

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-1227
Introduction Date	06-04-2025
Enactment Number	25-0978
Enactment Date	6/4/2025 CJH



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Kenya Chatman, Executive Director

**Board Meeting Date** June 4, 2025

**Subject** Agreement for Engineering Services – Geo-Engineering Solutions, Inc. – Solar Photovoltaics Phase 2 & 3 Project - Division of Facilities Planning and Management - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement for Engineering Services Agreement between the District and Geo-Engineering Solutions, Inc., San Ramon, CA, for the latter to provide Geotechnical Consulting Services for the Solar Photovoltaics Phase 2 & 3 Project at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center, in the amount of \$57,288.00 which includes a contingency fee of \$5,208.00, as the selected consultant, with work scheduled to commence on June 5, 2025, and scheduled to last until April 30, 2026.

**Discussion** Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50).

**LBP (Local Business Participation Percentage)** 0.00%

**Recommendation** Approval by the Board of Education of Agreement for Engineering Services Agreement between the District and Geo-Engineering Solutions, Inc., San Ramon, CA, for the latter to provide Geotechnical Consulting Services for the Solar Photovoltaics Phase 2 & 3 Project at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center, in the amount of \$57,288.00 which includes a contingency fee of \$5,208.00, as the selected consultant, with work scheduled to commence on June 5, 2025, and scheduled to last until April 30, 2026. [↓](#)

**Fiscal Impact** Fund 21 Building Funds, Measure Y

**Attachments**

- Justification Form
- Agreement and 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.** 25-1227

**Department:** Division of Facilities Planning and Management

**Project No.:** 24155

**Vendor Name:** Geo-Engineering Solutions, Inc.

**Project Name:** Solar Photovoltaics Phase 2 & 3 Project

**Contract Term:** Intended Start: 06-05-2025

Intended End: 04-30-2026

**Total Cost Over Contract Term:** \$57,288.00

**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 consultant was selected through the RFP selection process (Government Code §§4529.10 et seq).

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

The consultant will provide Geotechnical Consulting Services for the Solar Photovoltaics Phase 2 & 3 Project at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center.

**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?

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.)

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 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)
- ☒ 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.)
- ☐ 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:

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.)



**Memorandum:**

**Date:** Jul 25, 2024

**To:** Kenya Chatman, Colland Jang

**CC:** David Colbert, Mark Newton, Ty Taylor, Pranita Ranbhise, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

**From:** Tiffany Knuckles

**Subject:** LBU Recommendation - Scope Specific - Geotechnical/Geohazard Consultant Services

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Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 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.

Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

**Scope:** Geotechnical/Geohazard Consulting Services

**Analysis:**

An availability analysis has been conducted for NAICS code: 541620 - Environmental Consulting Services and NAICS code: 541360 - Geophysical Surveying and Mapping Services, to determine the availability of certified firms to meet local business utilization on projects. Upon investigation and outreach, at least five confirmed, certified, and interested Oakland-based firms were identified as eligible to meet the District's local business requirements. Based on the current availability of small and local firms, it is our recommendation that the 50% LBU Requirement be reduced to 25% - inclusive of SLBE and/or LBE participation.

**LBU Recommendation:**

[LBU Modification - Reduced Requirement](#)

**For the above referenced scope, wherein the project value is anticipated to exceed \$84.1K, the LBU Requirement may be met with a modified 25% Cumulative Local Business Participation** - inclusive of Small Local Business Enterprise (SLBE) and/or Local Business Enterprise (LBE) Participation. Projects anticipated to fall under the \$84.1K threshold for this scope remain exempt from the Local Business Requirement, at this time.

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

Sincerely,  
Tiffany Knuckles

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**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**  
**BETWEEN**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**AND**  
**GEO-ENGINEERING SOLUTIONS, INC.**

**June 5, 2025**

OAKLAND UNIFIED SCHOOL DISTRICT  
955 High Street  
Oakland, California 94601

## TABLE OF CONTENTS

<b>ARTICLE 1 - DEFINITIONS .....</b>	<b>2</b>
<b>ARTICLE 2 - RETENTION OF ENGINEER; STANDARD OF CARE .....</b>	<b>3</b>
<b>ARTICLE 3 - DESCRIPTION OF PROJECT .....</b>	<b>3</b>
<b>ARTICLE 4 - COMPENSATION .....</b>	<b>4</b>
<b>ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ENGINEER.....</b>	<b>6</b>
<b>ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER.....</b>	<b>8</b>
<b>ARTICLE 7 - RESPONSIBILITIES OF DISTRICT .....</b>	<b>9</b>
<b>ARTICLE 8 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE .....</b>	<b>10</b>
<b>ARTICLE 9 - WORKER'S COMPENSATION INSURANCE .....</b>	<b>11</b>
<b>ARTICLE 10 - ERRORS AND OMISSIONS INSURANCE.....</b>	<b>12</b>
<b>ARTICLE 11 - COMPLIANCE WITH LAWS .....</b>	<b>13</b>
<b>ARTICLE 12 - TERMINATION OF AGREEMENT .....</b>	<b>13</b>
<b>ARTICLE 13 - ENGINEER AN INDEPENDENT CONTRACTOR.....</b>	<b>15</b>
<b>ARTICLE 14 - STANDARDIZED MANUFACTURED ITEMS.....</b>	<b>15</b>
<b>ARTICLE 15 - OWNERSHIP OF DOCUMENTS .....</b>	<b>15</b>
<b>ARTICLE 16 - LICENSING OF INTELLECTUAL PROPERTY.....</b>	<b>16</b>
<b>ARTICLE 17 - ACCOUNTING RECORDS OF ENGINEER.....</b>	<b>17</b>
<b>ARTICLE 18 - INDEMNITY .....</b>	<b>17</b>
<b>ARTICLE 19 - TIME SCHEDULE.....</b>	<b>18</b>
<b>ARTICLE 20 - MISCELLANEOUS PROVISIONS .....</b>	<b>18</b>

## AGREEMENT FOR ENGINEERING SERVICES

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This agreement for engineering services (“Agreement”) is between the Oakland Unified School District, a California public school district (the “District”), and **Geo-Engineering Solutions, Inc.** (the “Engineer”), with respect to the following recitals:

- A. District proposes to undertake a project which require the services of a duly qualified and licensed engineer.
- B. Engineer represents that Engineer is licensed to provide engineering services in the State of California and is specially qualified to provide the services required by the District.
- C. The Parties have negotiated the terms under which Engineer will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

### ARTICLE 1 DEFINITIONS

1.1 **Additional Services.** “Additional Services” shall mean those services in addition to the Basic Services that are related to the Project and provided by Engineer and authorized in writing by the District, and as further defined in Article 6 below.

1.2 **Agreement.** “Agreement” shall mean this Agreement for Engineering Services. In the event of a conflict between the body of the Agreement and Exhibit C, the body of the Agreement shall control.

1.3 **Basic Services.** Engineer’s Basic Services consist of the services as defined in Article 5 and *Exhibit C*.

1.4 **Contract Documents.** “Contract Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between District and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.5 **Contractor.** “Contractor” shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.6 **District.** “District” shall mean Oakland Unified School District, and its governing board

members, employees, agents and authorized representatives.

1.7 **Engineer.** “Engineer” shall mean **Geo-Engineering Solutions, Inc.**, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.8 **Project.** “Project” shall mean the work of improvement described in Article 3 and the construction and post-construction closeout thereof, including the Engineer's services thereon, as described in this Agreement.

1.9 [Not Used.]

1.10 **Wrongful Acts or Omissions.** “Wrongful Acts or Omissions” shall mean Engineer’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

## **ARTICLE 2 RETENTION OF ENGINEER; STANDARD OF CARE**

2.1 District retains Engineer to perform, and Engineer agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the engineering services specified in this Agreement and related incidental services. The Engineer agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The term for the performance of Basic and Additional Services (“Services”) shall be the duration of the Project (“Term”), and Engineer shall complete the Services within the Term. All services performed by the Engineer under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by engineers in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Engineer shall be responsible for the completeness and accuracy of its plans and specifications.

## **ARTICLE 3 DESCRIPTION OF PROJECT**

3.1 The Project concerning which such engineering services shall be provided is described as **the Solar Photovoltaics Phase 2 & 3 Project at Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center.**

## ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Engineer shall be compensated according to its hourly rate schedule (Section 4.8, below). Engineer's total compensation for its Basic Services shall not exceed **FIFTY-TWO THOUSAND EIGHTY DOLLARS AND NO/100 (\$52,080.00)**, which is Engineer's estimate of the maximum total cost of its Basic Services on the Project, based on its **April 3, 2025**, fee estimate. However, Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for Additional Services if provided by Engineer under Article 6, and Engineer's total contingency compensation for Additional Services shall not exceed **FIVE THOUSAND TWO HUNDRED EIGHT DOLLARS AND NO/100 (\$5,208.00)**. However, Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

### 4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Engineer's performance of Basic or Additional Services under this Agreement. Engineer may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Engineer and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Engineer must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Engineer shall be reimbursed by District for its Reimbursable Expenses on the Project. Engineer's total reimbursement for Reimbursable Expenses shall not exceed **ZERO DOLLARS AND NO/100 (\$0.00)**, which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above is **FIFTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS AND NO/100 (\$57,288.00)**. For services satisfactorily performed, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and

approval by the District of the Engineer's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Engineer's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute and, upon Engineer's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Engineer's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Engineer to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Engineer is responsible under Section 5.7.20. If the total amount invoiced by Engineer reaches the not-to-exceed Basic Services amount before Engineer's Basic Services under this Agreement are complete, Engineer must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

4.6 Should District cancel the Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Engineer shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Engineer's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Engineer's records and files regarding, or relating to, any of the work performed by Engineer for District on this Project during or after the Project. Engineer shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Engineer will be responsible for Engineer's consultants keeping similar records. District shall be given reasonable access to Engineer's Project related records and files for audit purposes within ten (10) days of receipt of District's request. Engineer shall keep and maintain those records and files for ten (10) years.

4.8 Engineer's hourly rate schedule for its services is attached as *Exhibit A*.

4.9 Engineer shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the

design.

## **ARTICLE 5**

### **BASIC SERVICES TO BE RENDERED BY ENGINEER**

#### **5.1 General**

5.1.1 Engineer's Basic Services consist services normally required to perform the tasks, work, and services described in *Exhibit C*. The District shall have the right to add or delete from the Engineer's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Engineer shall expeditiously and diligently perform all of its work and obligations under this Agreement. Engineer may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Engineer acknowledges that its priority is to complete the Project and the Engineer's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 Engineer is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.3 Engineer shall be fully licensed as required by law at all times when providing services under this Agreement.

#### **5.2 Consultants**

5.2.1 Engineer's Consultants. The Engineer shall employ or retain at Engineer's own expense, engineers and other consultants necessary to Engineer's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Engineer for this Project shall be approved by District prior to their commencement of work. The Engineer's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Engineer's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Engineer must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Engineer shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Engineer shall procure a certified survey of the site if required for the Basic Services, including grades and lines of streets, alleys, pavements, adjoining properties and structures;



adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Engineer shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions, if required for the Basic Services. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

### **5.3 Performance of Services.**

5.3.1 The Engineer shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Engineer may perform its functions under the Agreement and Contract Documents.

5.3.2 The Engineer must comply with any applicable requirements of the DSA Construction Oversight Process.

5.3.3 The Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Engineer shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Engineer, unless due to Wrongful Acts or Omissions.

5.3.4 The Engineer shall make such regular reports as shall be required by agencies having jurisdiction over the Project. When construction is properly completed, Engineer shall provide such certification as to Hazardous Substances as may be required of engineers for such projects by the OPSC.

5.3.5 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Engineer shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts 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. Engineer agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Engineer which arise out of, or are related to, any claims by

Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Engineer, and after such termination, District may pursue claims, lawsuits or other proceedings against Engineer.

5.3.6 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Engineer shall be responsible for the following:

5.3.6.1 In the event of such a change order, Engineer shall be responsible for the difference between (a) what the contractor would have added to its original bid or proposal for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Engineer's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.3.6.2 In addition, Engineer shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from, the Engineer for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Engineer's request District and Engineer shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Engineer as described above. If District and Engineer do not reach agreement on all four of these items when meeting and conferring, then District and Engineer shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Engineer can initiate a court action to resolve the dispute.

## **ARTICLE 6**

### **ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER**

6.1 "Additional Services" shall be provided by Engineer if authorized and directed in writing by District. Compensation for Additional Services shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement, unless otherwise agreed by the Parties in a Board-approved amendment. Any services performed by Engineer without such written authorization and direction shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided

under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Engineer's or its consultants' alleged Wrongful Acts or Omissions;

6.2.6 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted engineering practice.

## **ARTICLE 7 RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Engineer and the District in the administration of this Agreement and the Contract Documents;

7.3 review all documents submitted by the Engineer and advise the Engineer of decisions thereon within a reasonable time after submission;

7.4 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer;

7.5 furnish the services of consultants not routinely provided by the Engineer when such services are reasonably required by the scope of the Project and are requested by the Engineer;

7.6 provide asbestos review and abatement, identifying materials which may qualify for same;

7.7 furnish available as-built drawings for buildings and utilities systems related to the Project,

which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and the District will also provide information regarding programmatic needs and specific equipment selection data;

7.8 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and

## **ARTICLE 8**

### **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

8.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Engineer and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Engineer, or otherwise resulting directly or indirectly from the Engineer's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Engineer in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than One Million Dollars (\$1,000,000) general aggregate, Two Million Dollars (\$2,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Engineer shall provide liability insurance on a claims-made basis.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

8.4 Should any of the required insurance be provided under a claims-made form, Engineer shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of

Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.

8.5 The Engineer's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Engineer shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Engineer shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Engineer shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

8.6 At the time of making application for any extension of time, Engineer shall submit evidence that all required insurance will be in effect during the requested additional period of time.

8.7 If the Engineer fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Engineer's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations.

8.9 Each of Engineer's consultants shall comply with this Article, and Engineer shall include such provisions in its contracts with them.

8.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

8.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

## **ARTICLE 9 WORKER'S COMPENSATION INSURANCE**

9.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to

the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Engineer employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

9.2 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Engineer's services, if Engineer ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Engineer shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

## **ARTICLE 10 ERRORS AND OMISSIONS INSURANCE**

10.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least Two Million Dollars (\$2,000,000) and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Engineer shall provide errors and omissions insurance on a claims-made basis.

10.2 Each of Engineer's professional sub-consultants (including consultants of Engineer's) shall comply with this Article 10, and Engineer shall include such provisions in its contracts with them.

10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

10.4 Should any of the required insurance be provided under a claims-made form, Engineer shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a

period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.

10.5 Engineer shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Engineer shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

10.6 At the time of making application for any extension of time, Engineer shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.7 If the Engineer fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.

10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations.

10.9 Each of Engineer's consultants shall comply with this Article, and Engineer shall include such provisions in its contracts with them.

10.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

## **ARTICLE 11 COMPLIANCE WITH LAWS**

11.1 Engineer shall be familiar with, and Engineer and Engineer's design 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, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

## **ARTICLE 12 TERMINATION OF AGREEMENT**

**12.1 Termination by District** – This Agreement may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Engineer. In such event, the Engineer shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Engineer, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Engineer. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Engineer must cure such breach. In response to such Notice, if the Engineer fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Engineer, which shall be effective upon such delivery. In such event, the Engineer shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all services necessary to complete the work in progress as of the date of the termination.

**12.2 Termination by Engineer** – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Engineer may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Engineer may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Engineer, Engineer shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Engineer shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.



### **12.3 Miscellaneous Termination Provisions**

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Engineer, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Engineer shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Engineer may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Engineer may have against the District or a claim by the Engineer to an ownership interest in the intellectual property embodied in the documents or materials.

## **ARTICLE 13 ENGINEER AN INDEPENDENT CONTRACTOR**

13.1 It is specifically agreed that in the making and performance of this Agreement, the Engineer is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

## **ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS**

**[Not Used.]**

## **ARTICLE 15 OWNERSHIP OF DOCUMENTS**

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project

(including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

15.2 The Engineer will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Engineer's files for a period of no less than fifteen (15) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

## **ARTICLE 16**

### **LICENSING OF INTELLECTUAL PROPERTY**

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Engineer shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Engineer and retains a certified engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Engineer and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Engineer represents and warrants that Engineer has the legal right to license any and all

copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Engineer or its consultants prepares or causes to be prepared under this Agreement. **Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Engineer's negligence, recklessness or willful misconduct.** The Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer and provided to Engineer by the District.

## **ARTICLE 17 ACCOUNTING RECORDS OF ENGINEER**

17.1 Engineer's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

## **ARTICLE 18 INDEMNITY**

**18.1 Engineer Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Engineer shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims to the extent that they arise out of, pertain to, or relate to negligence, recklessness or willful misconduct of the Engineer, the Engineer's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.**

**The Engineer's defense obligation shall consist of payment of 50% of the attorneys' fees, experts' fees, and all other litigation costs incurred in the District's defense ("Defense Costs"), with such payment occurring within thirty (30) days of Engineer's receipt of each invoice for such Defense Costs. After conclusion of the action against the District Indemnitees (including all appeals), the District shall reimburse the Engineer for any amount of Defense Costs paid by Engineer in excess of the proportional fault of the Engineer to the extent specified in a settlement agreement, arbitration award, or verdict; or Engineer shall reimburse the District for any amount of Defense Costs paid by District in excess of the proportional fault of the parties other than the Engineer to the extent specified in a settlement agreement, arbitration award, or verdict.**

**For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties against the District Indemnitees for any and all losses, liabilities, costs, expenses, damages and obligations**

**If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the Engineer shall meet and confer with other parties regarding unpaid Defense Costs.**

**This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Engineer.**

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Engineer and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Engineer's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Engineer shall be entitled to such indemnification only if each of the following conditions are met: (a) Engineer actually re-draws or completes such other designs or contract documents; (b) Engineer complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Engineer with the previously prepared documents or materials; and (d) District expressly requests that the Engineer utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

## **ARTICLE 19 TIME SCHEDULE**

19.1 **Time for Completion.** Time is of the essence for performance of the Services under this Agreement. The Engineer shall timely complete its Services as expeditiously as possible and according to the schedule attached as *Exhibit B* to this Agreement.

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Engineer and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Engineer is delayed in the Engineer's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Engineer. District shall not be liable for damages to the Engineer on account of any such delay.

## **ARTICLE 20 MISCELLANEOUS PROVISIONS**

20.1 This Agreement shall be governed by and construed in accordance with 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 in which the District maintains its district office, 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.

20.2 The Engineer shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

**District:** Oakland Unified School District  
955 High Street  
Oakland, California 94601  
Attention: Preston Thomas

**Engineer:** Geo-Engineering Solutions, Inc  
2570 San Ramon Valley Blvd. Ste. A-102  
San Ramon, CA 94583  
Attention: Eric Swenson

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Engineer and the District and their respective successors and assigns.

20.5 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 hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Engineer.

20.8 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. The Engineer, by the execution of this Agreement, acknowledges that the Engineer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's professional materials. The Engineer's materials shall not include the District's confidential or proprietary information if the District has previously advised the Engineer in writing of the specific information considered by the District to be confidential or proprietary.

20.10 Prior to executing this Agreement, the Engineer shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

20.11 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 all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

20.12 A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute (including a dispute related to indemnity by the Engineer for claims against the District by a contractor based on allegations of deficiencies in the Engineer's plans or specifications). 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.

20.13 Engineer shall at all times comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 for its employees, including the Engineer as a sole proprietor (if applicable). Before performing any Services, Engineer shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit D*).

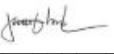
Engineer further agrees and acknowledges that if at any time during the Term of this Agreement Engineer learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Engineer adds personnel who will provide Services under this Agreement, Engineer 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.

20.14 Prior to performing any Services, Engineer shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to a roof project certification (Public Contract Code §3006), 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, Engineer shall use the District's versions of these forms, which the District shall make available upon request.

20.15 Sanctions in Response to Russian Aggression. The District is using State of California funds for this Contract, and therefore Engineer 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.

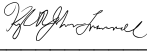
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**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education


6/5/2025

\_\_\_\_\_  
Date

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

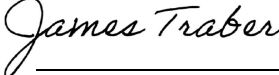
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\_\_\_\_\_  
Preston Thomas, Chief Systems & Services  
Officer Management

05/09/2025

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
James Traber, Esq.  
Counsel, OUSD

05/08/2025

\_\_\_\_\_  
Date

**GEO-ENGINEERING SOLUTIONS, INC.**

  
\_\_\_\_\_  
Signature

May 8, 2025

\_\_\_\_\_  
Date

Eric Swenson, President

\_\_\_\_\_  
Print Name, Title

*Exhibit A*

**RATE SCHEDULE**

{SR801546}

Non-Design Engineering Agreement – Geo-Engineering Solutions, Inc. . – Solar Photovoltaics Phase 2 & 3 Project - \$57,288.00



## 2.5 PROFESSIONAL FEES

### 2.5.1 FEE PROPOSAL

Based on the proposed work scope, Geo-Eng will provide our services as follows.

For Scope Items 2.3.1 through 2.3.5, representing the limited geotechnical study phase of this project, we propose to provide this work on a Lump Sum basis, assuming the specific tasks presented in the following table, which represents our estimated breakdown of the fees for our limited geotechnical study. This fee was derived based on the estimated costs of the various tasks outlined in the following Table 1 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. In addition, field costs presented assume our marked boring locations will be cleared of parked vehicles (by others, e.g., by school management notification to employees) at the time of our exploration.

**Table 1: Geotechnical Studies (Scope Items 2.3.1 through 2.3.5)**

Scope Item	Amount	Fee Basis
<b>Geotechnical Engineering Study</b>		
Planning, Coordination, Permitting, Site Marking-USA	\$ 2,350.00	
Subcontractor Outside Utility Locator	\$ 2,900.00	
Drilling using Truck-Mounted Drill Rig	\$ 3,000.00	
Field Exploration, Staff Engineer	\$ 1,800.00	
Laboratory Testing (R-value and fines content)	\$ 2,750.00	
Engineering Analysis and Report/Memorandum Preparation	\$ 3,000.00	
Total Geo Study Cost for Five Sites:	<b>\$ 15,800.00</b>	Lump Sum
Total Geo Study Cost per Individual Site:	\$ 3,160.00	

Field exploration using only a hand auger and a two-person exploration crew would be conducted at the same proposed Lump Sum price, representing an increase of Geo-Eng employee manpower, decreased exploration and hole backfill efficiency roughly equivalent to the drilling subcontractor cost.

Supplemental Engineering and construction-phase services would depend on the actual requested tasks for these phases, and only a rough estimate can be provided at this time. Tables 2 and 3 show estimated employee hours for supplemental engineering and construction-phase services, respectively.

**Table 2: Supplemental Engineering Services (Scope Item 2.3.6)**

Scope Item	Amount	Fee Basis
<b>Supplemental Engineering &amp; Plan Review (includes Precon Site Meetings)</b>		
Principal Engineer (DSA 109); 2.5 hours @ \$235/hour	\$ 587.50	
Senior Engineer; 27.5 hours @ \$215/hour	\$ 5,912.50	
Project Engineer; 5 hours @ \$185/hour	\$ 925.00	
Administrative Support; 5 hours @ \$95/hour	\$ 475.00	
Vehicle Charge (Site Meetings); 12.5 hours @ \$20/hour	\$ 250.00	
Total Supplemental Engineering Budget for Five Sites:	\$ 8,150.00	T&M
Total Supplemental Engineering Budget per Individual Site:	\$ 1,630.00	

**Table 3: Construction-Phase Geotechnical Services (Scope Item 2.3.7)**

Scope Item	Amount	Fee Basis
<b>Construction-Phase Geotechnical Services (all 5 sites)</b>		
Principal Engineer (Review and DSA-293); 10 hours @ \$235/hour	\$ 2,350.00	
Senior Engineer/Project Manager; 20 hours @ \$215/hour	\$ 4,300.00	
Staff Engineer; 40 hours @ \$175/hour	\$ 7,000.00	
Field Technician; 40 hours @ \$152/hour	\$ 6,080.00	
Vehicle Charge; 80 hours @ \$20/hour	\$ 1,600.00	
Nuclear Gauge Charge; 40 hours @ \$20/hour	\$ 800.00	
Laboratory Testing (five ASTM D1557; five ASTM D2041)	\$ 2,700.00	
Administrative Support; 5 hours @ \$95/hour	\$ 3,300.00	
Total Construction-Phase Services		
for Five Sites:	\$ 28,130.00	T&M
Total Construction-Phase Services per Individual Site:	\$ 5,626.00	

Our total proposed budget/ contract amount is as follows:

Subtotal (all phases, Tables 1 through 3):	\$ 52,080.00
10% Contingency:	\$ 5,208.00
<b>Total (5 sites, including contingency)</b>	<b>\$ 57,288.00</b>
<b>Total per school site:</b>	<b>\$ 11,457.60</b>

## 2.5.2 FEE SCHEDULE

As discussed above, we propose to provide our services for Work Scope Items 2.3.1 through 2.3.5 (i.e., Geotechnical Engineering Study) on a Lump Sum basis. For our Supplemental engineering services (Item 2.3.6) and construction-phase services, we will provide these services on a Time and Materials (T&M) basis per the attached 2025 Fee Schedule, the rates of which would apply for all covered services through December 31, 2025, which we expect will cover the duration of the project.

Geo-Eng has in house resources to complete any projects that may arise out of this project and we do anticipate the use of sub-consultants.

**GEO-ENGINEERING SOLUTIONS INC.****FEE SCHEDULE****THROUGH DECEMBER 31, 2025**

2570 San Ramon Valley Blvd, Suite A102  
San Ramon, CA, 94583

**Engineering Services**

Senior Principal Engineer/Geologist .....	\$250/hr
Principal Engineer/Geologist .....	\$235/hr
Senior Engineer/Geologist .....	\$215/hr
Project Engineer/Geologist .....	\$185/hr
Staff Engineer/Geologist .....	\$175/hr

**Technical Services**

Senior Engineering Technician .....	\$130/hr
Engineering Technician .....	\$120/hr
CAD Drafting .....	\$100/hr
Clerical .....	\$95/hr

Equipment Charges		Geotechnical Lab Tests	
Vehicle	\$20/hr	Compaction Curve	\$400/ea
Nuclear Gauge	\$20/hr	Compaction Check Point	\$150/ea
Hand Auger	\$50/day	Plasticity Index	\$300/ea
Liner with Caps	\$10/ea	Sieve Analysis	\$250/ea
Water Depth Sounder	\$25/day	Moisture Content	\$30/ea
Modeling Software	\$20/hr	-#200 wash	\$150/ea
55-gal drum	\$100/ea	R-value	\$350/ea

**Basis of Charges****General**

Fees for lump sum or unit price proposals will be charged at the quoted price. Fees for engineering and technical services on a time and materials basis will be charged at the applicable hourly rates. Engineering Fees are charged in increments of one hour and technical fees are charged on 2-hour minimums. There is a 2-hour minimum show up time for dispatched work and travel time for technical services is charged portal to portal from the nearest gauge storage location. Overtime as defined by the State of California DIR shall be charged at 1-1/2 times the standard rate and double time will be charged at 2-times the standard rate.

**Miscellaneous Charges**

Per diem (project assignment more than 100 miles from home office): .....	\$150/day
Equipment rental, reproductions, testing (other than by GES), drillers, utility locators	
photographic expenses and other outside services:	Cost + 15%

**Payments**

Invoices will be submitted either semi-monthly or monthly and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

**Prevailing Wage and Project Labor Agreements**

Client shall notify in writing GES if work is subject to "prevailing wage" in accordance with State of California DIR requirements. Any work subject to prevailing wage compensation shall be charged at an increased rate of 20% over fee schedule. Any additional union benefits costs or other costs associated with a Project Labor Agreement will be passed on at cost.

**Cost Acceleration**

This fee schedule is valid through Dec 31, 2025. The rates will accelerate on an annual rate of 5% beyond that date on the 1<sup>st</sup> of the year every year.

***Exhibit B***

**PROJECT SCHEDULE**

The Project is scheduled to commence on June 5, 2025, and scheduled to last until April 30, 2026.

*Exhibit C*

**SCOPE OF SERVICES**

{SR801546}

Non-Design Engineering Agreement – Geo-Engineering Solutions, Inc. . – Solar Photovoltaics Phase 2 & 3 Project - \$57,288.00

## 2.3 SCOPE OF WORK



After reviewing the specific requested services, geotechnical reports and project plans included in the RFQ, and following the scope format listed in Section 2.3 of the RFQ Scope of Work, Geo-Eng proposes the specific work tasks and details to perform the requested services as follows:

1. Review the existing local geotechnical investigation reports prepared by Krazan or GeoTek for four of the five sites. Review other available local and regional geologic maps, reports, and other readily available data as appropriate.
2. Work with District project personnel to determine the desired boring locations at each of the five sites. Subsequently contact Underground Service Alert.
3. Meet at the project site with District personnel to observe existing conditions and mark out the exploration locations. As requested, an outside utility locator will be provided to clear the proposed boring locations of active utility lines.
4. Prepare and submit a project-specific Project Safety Plan that outlines measures to protect workers, school staff and children, and the public during our field exploration operations.
5. Since all of the borings will be shallower than 5 feet, a drilling permit from the Alameda County Public Works Agency will not be required. Therefore, the cost and manpower for obtaining a drilling permit for each site is not included.

### 2.3.2 FIELD EXPLORATION

The RFQ scope includes advancing two shallow borings at each of the five project sites in order to characterize onsite pavement subgrade soils as well as obtain soil samples for geotechnical laboratory testing. The RFQ also specified the use of hand augering to conduct the borings. However, due to the significant time inefficiency in performing hand augering, especially in existing paved areas, we have as an alternative, proposed the use of a small drill rig to accomplish the borings, including more efficient grouting of the boreholes. In our professional opinion, combined with the use of an outside utility locator to clear the boring locations of active utilities, use of a drill rig is an acceptable alternative to use of manual labor (i.e., two-person crew) to auger the holes. Within our Fee Proposal, we have priced the two boring methods for the District's evaluation and acceptance.

1. The field exploration program will consist of drilling at least 10 borings within the five proposed project areas to a maximum depth of about 3 feet below grade. If needed, the holes could be deepened or in currently paved areas, an adjacent boring may be drilled to obtain additional soil material if needed to conduct the proposed laboratory testing.
2. The auger cuttings below the pavement section will be recovered as bulk samples for use in laboratory testing. The soil may also be sampled with a Modified California sampler fitted with six-inch long inner brass 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 can be utilized to determine subsurface soil characteristics for correlation with USCS soil types.

3. Where present, the existing pavement section thicknesses will be measured.
4. The borings will be backfilled with cement grout as requested by the District. We anticipate that essentially all soil cuttings will be used as bulk samples for laboratory testing. The minimal pavement section cuttings will be reused and tamped as borehole backfill below the grout section.
5. A cost for hand augering and bulk sampling is also provided in our Fee Proposal per the District's original request. We note that the presented cost is conservative as it has not yet been determined whether and how many borings will be in paved or unpaved areas.

### 2.3.3 LABORATORY TESTING

The following geotechnical laboratory tests may be conducted:

1. One R-value test will be performed at each site for use in developing new pavement section designs. Note that a minimum quantity of bulk sample soil material will be required to conduct an R-value test.
2. One fines content test (minus No. 200 sieve) may be performed at each site to help determine and confirm subsurface soil characteristics.
3. One Atterberg Limits test may be performed at each site to measure the plasticity and help interpret relative subgrade strength of the near surface soil.

### 2.3.4 GEOLOGY STUDY

After reviewing the requested work tasks and product contained in the RFQ, in our opinion, a detailed geology study is not required for this project. However, we will include a short discussion of local and on-site geology in our reports, as well as a general discussion of applicable geologic hazards affecting each project site, such as faulting and liquefaction susceptibility.

### 2.3.5 REPORT PREPARATION

A separate geotechnical engineering study letter report/memorandum will be prepared for each site and will contain a site plan showing boring locations; boring summaries, laboratory test data, a summary of site soil and groundwater conditions, and engineering properties (i.e., index properties) of the on-site soils pertaining to pavement design. 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 new rigid and flexible pavement sections. Construction recommendations for trench backfill will also be provided as requested. The reports/memoranda will be submitted to the District as electronic (PDF) copies.

### 2.3.6 SUPPLEMENTAL ENGINEERING REVIEW, CONSULTATIONS AND MEETINGS

After submitting our study reports, upon District request, we will perform geotechnical review of plans, specifications, and calculations, as appropriate, as well as provide supplemental geotechnical consultations if needed and requested by the District, design team or project contractor. In performing these services, we expect to become the Project Geotechnical Engineer of Record (GEOR) in place of the geotechnical engineers who have performed the original study reports, and per DSA requirements, will complete and submit a DSA-109 to the District and DSA. We will also participate in project meetings (onsite and online), including any pre-construction meetings and conferences, when requested. These services would be provided on a time and materials basis in accordance with our Schedule of Fees at the time the services are provided.

### 2.3.7 CONSTRUCTION-PHASE GEOTECHNICAL SERVICES

Per the RFQ, we will also provide construction-phase field and laboratory geotechnical engineering services under our DSA LEA No. 328. Our services may include, but not necessarily be limited to the following tasks:

- As GEOR, provide geotechnical engineering consultation during construction, and complete all applicable DSA forms such as DSA-293 (interim and final, as applicable) for all sites.
- Review and response to geotechnical-related contractor submittals and RFIs.
- Provide all geotechnical-related inspections per DSA-103, including geotechnical foundation observation of pier foundation excavations, and observation and testing of earthwork backfill in structural areas, including new pavement sections.
- Sampling of earth fill and asphalt concrete (if requested) for use in supporting laboratory testing.
- Laboratory testing would include D1557 Modified Proctor laboratory compaction, or other requested or recommended testing such as fines content or supplemental R-value tests.
- Compaction testing would be performed using a nuclear density gauge.
- Other geotechnical observation or testing as directed by the DSA Project Inspector (i.e., IOR).

### 2.3.8 SCHEDULE

For the requested services, geotechnical engineering letter reports can be provided to the District on a shorter timeline than the typical 7-week schedule typical for geotechnical and geohazard reports. For this project, our timeline for completion for a geotechnical engineering letter reports following receiving a work authorization or Notice to Proceed (NTP) from the District would be as shown on the following bar chart. Please note that the proposed timeline does not account for delays beyond our control such as access restrictions unknown at the time this SOQ was prepared, or other internal delays within the District occurring after the NTP date. Our schedule is also flexible in that a faster timeline may be possible based on close coordination with the District if requested by the District before the start of the project.

Geo-Engineering Tasks	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Preliminary Field Activities							
Field Exploration							
Laboratory Testing							
Report Preparation							



***Exhibit D***

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FORM**

{SR801546}

Non-Design Engineering Agreement – Geo-Engineering Solutions, Inc. . – Solar Photovoltaics Phase 2 & 3 Project - \$57,288.00

**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 President *[insert "owner" or officer title]* of Geo-Engineering Solutions, Inc  
*[insert name of business entity]*, have read the foregoing and agree that Geo-Engineering Solutions, Inc  
*[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: May 8, 2025

Name: Eric Swenson

Signature: 

Title: 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: Geo-Engineering Solutions, Inc  
Date of Entity's Contract with District: May 8, 2025  
Scope of Entity's Contract with District: Geotechnical Consulting Services

I, Eric Swenson [insert name], am the President [insert "owner" or officer title] for Geo-Engineering Solutions, Inc [insert name of business entity] ("Entity"), which entered a contract on May 8, 2025, with the District for Geotechnical Consulting Services

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: May 8, 2025

Signature: 

Typed Name: Eric Swenson

Title: President

Entity: Geo-Engineering Solutions, Inc



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

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).

<b>PRODUCER</b> Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 650-573-1111 <b>FAX (A/C, No):</b> 650-378-4361 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Geo-Engineering Solutions Inc. 2570 San Ramon Valley Bl #A102 San Ramon CA 94583	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Prop Cas Co of Amer <b>INSURER B:</b> Houston Casualty Company <b>INSURER C:</b> Employers Compensation Ins Co <b>INSURER D:</b> Travelers Indemnity Co of CT <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1281067855**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6803N3147032447	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input 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	BA9P9391682447	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7N9175542447	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<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 <input type="checkbox"/>	N/A	EIG500585202	7/1/2024	7/1/2025	<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
B A	Professional Liab Retention \$35,000 Bus. Pers. Prop			HCC2425753 6803N3147032447	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Per Claim Aggregate Ded \$1,000 2,000,000 2,000,000 111,304

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

Policy provisions apply only when required by written contract, and are limited to the operations of the Insured under said contract.

Excess/Umbrella Liability is following form of the underlying General Liability, Auto Liability and Employer's Liability policies ONLY.

RE: Project #1754, #1755, #1756, #1757, and #1758

Oakland Unified School District is included as additional insured with regard to General Liability and Auto Liability when required by written contract per the attached endorsements. This insurance is Primary and Non-Contributory, and Waivers of Subrogation apply to General Liability, Auto Liability and Workers Compensation when required by written contract per the attached endorsements.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT  
955 High Street  
Oakland, CA 94601

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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Andreini & Company-San Mateo		NAMED INSURED Geo-Engineering Solutions Inc. 2570 San Ramon Valley Bl #A102 San Ramon CA 94583
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

30 Days' Notice of Cancellation/10 days for non-payment of premium



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Solar Photovoltaics Phase 2 & 3 Project -Horace Mann Elementary School, Oakland Academy of Knowledge, Madison Park Academy, Stonehurst Elementary School, and Laurel Child Development Center	<b>Site</b>	136;169;215;177;131
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### Basic Directions

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

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

Contractor Name	Geo-Engineering Solutions, Inc.	Agency's Contact		Eric Swenson				
OUSD Vendor ID #		Title		Principal				
Street Address	2570 San Ramon Valley Blvd., Ste. A102	City	San Ramon	State	CA	Zip	94583	
Telephone	925-433-0450	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	24155							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-05-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	04-30-2026
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$57,288.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

### Budget Information

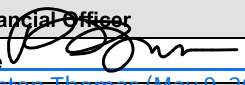
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
96555/9000	Fund 21 Measure Y	210-9655-0-9000-8500-6289-136-9180-9906-9999-24155 210-9655-0-9000-8500-6289-169-9180-9906-9999-24155 210-9655-0-9000-8500-6289-215-9180-9906-9999-24155 210-9655-0-9000-8500-6289-177-9180-9906-9999-24155 210-9655-0-9000-8500-6289-131-9180-9906-9999-24155	6289	\$57,288.00

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director of Facilities</b>				
	<b>Signature</b>		Date Approved		
2.	<b>Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> <i>James Traber</i>		Date Approved	05/08/2025	
	<b>Chief Systems &amp; Services Officer</b>				

3.	Signature	Date Approved	
	Chief Financial Officer		
4.	Signature 	Date Approved	05/09/2025
	<u>Preston Thomas (May 9, 2025 09:18 PDT)</u>		
	President, Board of Education		
5.	Signature	Date Approved	