

Board Office Use: Legislative File Info.	
File ID Number	26-1599
Introduction Date	8-12-2026
Enactment Number	
Enactment Date	



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

Memo

To Board of Education
From Denise Gail Saddler, Ed.D., Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director, Construction

Board Meeting Date August 12, 2026

Subject Amendment No. 1 Agreement for Professional Services – NV5 Consultants, Inc. – Oakland Unified School District Phase II & III PV Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, Agreement Between Owner and Contractor by and between the **District** and **NV5 Consultants, Inc., San Rafael, CA.**, for the latter to provide time extension only from **August 1, 2025, through June 30, 2026, to June 30, 2027** (an additional 365 calendar days). This no-cost amendment provides a time extension to allow the project management team to continue supporting the Investment Grade Audit (IGA) and serving the District as new opportunities arise and the project development process becomes more defined. No additional compensation is requested under this amendment, for the **Oakland Unified School District Phase II & III PV Project**. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment No. 1 is for time extension from August 1, 2025, through June 30, 2026, to June 30, 2027 (365 calendar days), Oakland Unified School District Phase II & III PV Project.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Amendment No. 1, Agreement Between Owner and Contractor by and between the **District** and **NV5 Consultants, Inc., San Rafael, CA.**, for the latter to provide time extension only from **August 1, 2025, through June 30, 2026, to June 30, 2027** (an additional 365 calendar days). This no-cost amendment provides a time extension to allow the project management team to continue supporting the Investment Grade Audit (IGA) and serving the District as new opportunities arise and the project development process becomes more defined. No additional compensation is requested under this amendment, for the **Oakland Unified School District Phase II & III PV Project**. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund – Measure Y

Attachments

- Amendment No. 1 and Other Documents
- File ID: 25-2135
- Routing Form

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **NV5 Consultants, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **August 1, 2025** ("Agreement"), and the parties agree to amend the Agreement for the Services with time-extension only as follows and in the attached Exhibit A:

1. Services:	☒ The scope of work is <u>unchanged</u> .	☐ The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. The CONTRACTOR agrees to provide the following amended services: To provide time extension on contract for the Oakland Unified School District Phase II & III PV Project, dated June 25, 2026, as exhibit A.		
2. Terms (duration):	☐ The term of the contract is <u>unchanged</u> .	☒ The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional Three Hundred Sixty-Five (365) days, and the amended expiration date is June 30, 2027. The current end date is June 30, 2026.		
3. Compensation:	☒ The contract price is <u>unchanged</u> .	
If the compensation is changed: The not to exceed contract price is ☐ Increased by: ☐ Decreased by _____ dollars and no/100 (\$_____). Time Extension Only.		

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

☒ **There are no previous amendments to this Agreement.** ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

Denise Gail Saddler, Ed.D., Interim
Superintendent and Secretary, Board of
Education

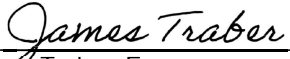
Date


Preston Thomas (Jul 17, 2026 08:21:02 PDT)

Preston Thomas, Chief Systems & Services
Officer

Date

Approval as to form:



James Traber, Esq.
Facilities Counsel

7/10/2026

Date

CONTRACTOR

 July 13, 2026

Contractor Signature Date

Aldo Mazzaferro, CEO Vice President

Print Name, Title

EXHIBIT "A"

Scope of Work for Amendment

Contractor Name: **NV5 Consultants, Inc.**

1. Detailed Description of Services to be provided: This no-cost amendment provides a time extension to allow the project management team to continue supporting the Investment Grade Audit (IGA) and serving the district as new opportunities arise and the project development process becomes more defined. No additional compensation is requested under this amendment, for the Oakland Unified School District Phase II & III PV Project.

2. Specific Outcomes:

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

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

June 25th, 2026

Hannah Press
Project Manager – Energy & sustainability
Oakland Unified School District – Facilities Planning & Management
Brailsford & Dunlavey, Inc.
510.409.2784

Subject: Request for Time Extension on Contract

Dear Hannah,

As you know, the NV5 Clean Energy team is the Oakland Unified School District's (OUSD's or District's) trusted owner's representative and technical advisor on its Energy Savings Performance Contracting (ESPC) program with Willdan. Due to unforeseen project delays and various pursuits of unique funding opportunities, the project development timeline has shifted significantly in recent months, and we would like to request an extension to our current contract expiring on June 30th, 2026.

Due to the wide range of potential next steps, we are requesting that our current contract be extended through the next fiscal year (July 1st, 2026 – June 30th, 2027). This will allow our team to continuously serve the District as new opportunities arise and the project development process becomes more defined.

Thank you for your consideration. We are grateful for the opportunity to serve OUSD on this exciting ESPC program.

Sincerely,



Aldo Mazzaferro, PE, CEM, CEA
Vice President of Business Development
NV5 – Clean Energy
516.567.2337
Aldo.mazzaferro@nv5.com

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Oakland Unified School District Phase II & III PV	Site	918
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Basic Directions

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

Attachment Checklist	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	NV5 Consultants, Inc.	Agency's Contact		Aldo Mazzaferro			
OUSD Vendor ID #	009208	Title		CEO			
Street Address	101 Lucas Valley Road, Suite 302	City	San Rafael	State	CA	Zip	94903
Telephone	516-567-2337	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	25098						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-11-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2027

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 0
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
9657/9856	Fund 21, Measure Y	210-9657-0-9000-8500-5825-918-9180-9906-9999-25098	5825	\$0

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Construction				
	Signature <i>PVR</i>	Date Approved			
2.	OUSD Counsel, Facilities				
	Signature <i>James Traber</i>	Date Approved	7/10/2026		
	Chief System & Services Officer				
3.	Signature <i>Preston Thomas</i>	Date Approved	07/17/2026		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Signature: *Pranita Ranbhise*

Email: pranita.ranbhise@ousd.org

FILE ID 25-2135

Board Office Use: Legislative File Info.	
File ID Number	25-2135
Introduction Date	09-24-2025
Enactment Number	25-1662
Enactment Date	9/24/2025 os



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

Memo

To Board of Education

From Denise Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems and Services Officer

Board Meeting Date September 24, 2025

Subject Agreement for Professional Services – NV5 Consultants, Inc. – Oakland Unified School District Phase II & III PV Project – Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of the Professional Services Agreement by and between the **District** and **NV5 Consultants, Inc.**, San Rafael, CA, for the latter to provide oversight and development of an Energy Savings Performance Contracting (ESPC), and Investment Grade Audits (IGAs) services for **the Oakland Unified School District Phase II & III PV Project**, in the not-exceed amount of **\$114,000.00**, with work scheduled to commence on **August 1, 2025**, and expected to last until **June 30, 2026**.

Discussion Consultant was selected based on professional or specially trained services. No bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060).

LBP (Local Business Participation Percentage) Waiver

Recommendation Ratification by the Board of Education of the Professional Services Agreement by and between the District and NV5 Consultants, Inc., San Rafael, CA, for the latter to provide oversight and development of an Energy Savings Performance Contracting (ESPC), and Investment Grade Audits (IGAs) services for the Oakland Unified School District Phase II & III PV Project, in the not-exceed amount of \$114,000.00, with work scheduled to commence on August 1, 2025, and expected to last until June 30, 2026.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- COI
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-2135

Department: Division of Facilities Planning and Management

Vendor Name: NV5 Consultants, Inc.

Project Name: Facilities Planning and Management

Project No.: 25098

Contract Term: Intended Start: 08-01-2025

Intended End: 06/30/2026

Total Cost Over Contract Term: \$114,000.00

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?

This was a direct selection because the contract is for professional services.

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

The consultants will provide oversight and development of an Energy Savings Performance Contracting (ESPC), and Investment Grade Audits (IGAs) services for Oakland Unified School District Phase 2 & 3 PV Projects.

Was this contract competitively bid?

☐

Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The District has deemed the consultant's price to be fair based on recent experience dealing with other projects for the district.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ 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 \$114,800 (as of 1/1/25)
- ☐ 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:

- Competitive bidding is not required because the contract is for professional services.

Date: Aug 29, 2024

To: Kenya Chatman, Colland Jang

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

From: Tiffany Knuckles

Subject: LBU Recommendation Notice - Solar/Renewable Energy Consultant Services - NV5 Consultants, Inc

Greetings Ms. Chatman and Mr. Jang,

The LBU Recommendation below applies to the following:

Project: 24155 | **Project Site:** Various Sites

Project Name: Solar/Renewable Energy Consultant Services (Phase 2 & 3)

Company: NV5 Consultants, Inc (NV5)

California Government Code Section 4217 allows the District to forgo its standard low-bid public procurement process to implement turn-key water and energy service projects when the District finds this procurement method in its best interest. This procurement model ensures that the selected consultant will implement the project for a Guaranteed Maximum Price, complete the project on-time, and ensure that the systems are performing as specified in the contract agreement.

Based on the implementation of California Government Code Section 4217, it is recommended to waive the LBU requirements for the above referenced project.

Note: This is a provisional waiver recommendation extended to the Prime Solar/Renewable Energy Services Management Team. LBU requirements may remain in place for various procurements/scopes within the project, at the discretion of the District, to be determined over the course of the contract.

LBU Recommendation:

Full LBU Waiver ▾

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

Sincerely,

Tiffany Knuckles

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **August 1, 2025**, for reference purposes only, and is made by and between the Oakland Unified School District ("District") and **NV5 Consultants, Inc.** ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 53060 authorizes the District to contract with independent entities for the furnishing of special and professional services and advice, if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed, experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. Term. This Agreement and the Parties' obligations hereunder shall commence on **August 1, 2025**. Consultant shall diligently perform as required and complete performance by **June 30, 2026**, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Submittal of Documents. The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the following documents:

- ☒ Signed Agreement
- ☒ Insurance Endorsements
- ☐ Workers' Compensation Certificate
- ☐ Debarment Certification
- ☐ W-9 Form
- ☒ Scope of Work
- ☒ Fingerprinting/Criminal Background Certificate

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of **One Hundred Fourteen Thousand Dollars No/100 (\$114,000.00)**. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

5. Expenses. Expenses will not be charged for Consultant's performance of these Services, with the exception of **none**.

6. Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

8.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.

8.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

8.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess all appropriate licenses, and shall have sufficient skill and experience to perform the work assigned to them.

8.2. Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. The work completed hereunder must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement ("Matters") shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said Matters, including the right to secure and maintain the copyright, trademark and/or patent of said Matter in the name of the District (specifically excluding any

underlying pre-existing intellectual property)). District may use Consultant's name in conjunction with the sale, use, performance and distribution of the Matters, for any purpose and in any medium. 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 said Matters ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. Consultant shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Consultant as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Consultant represents and warrants that Consultant has the legal right to license the Intellectual Property that Consultant, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

11. Termination.

11.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

11.2. For Convenience by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

11.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. any material violation of this Agreement by the Consultant; or

11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.4. Upon termination, Consultant shall provide the District with all documents produced

maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification. To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. Insurance.

13.1 Insurance Requirement

Consultant shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Consultant's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$ 2,000,000 for personal injury per occurrence and \$ 4,000,000 in the aggregate
\$ 1,000,000 for property damage per occurrence and \$ 2,000,000 in the aggregate
\$ 2,000,000 products/completed operations aggregate
\$ 100,000 fire damage
\$ 5,000 med expenses

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than (1) for bodily injury, \$1,000,000 per occurrence and \$2,000,000 per person, (2) for property damage, \$2,000,000 per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers' Compensation and Employers Liability Insurance covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$ 1,000,000/\$1,000,000/ \$ 1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Statement of verification.

Errors & Omissions (Professional Liability) coverage

\$2,000,000 per occurrence/ \$2,000,000 aggregate, with deductible in an amount not to exceed the sum of \$10,000.

13.2. Proof of Carriage of Insurance.

Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Consultant shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Consultant and shall be deemed included in Consultant's obligations under this Agreement at no additional charge.

14. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

16. Certificates/Permits/Licenses/Registration. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

The Consultant shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

20.1. Require all current and subsequent employees of Consultant who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

20.2. Prohibit employees of Consultant from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

20.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Consultant nor any of Consultant's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

20.4. Provide a list of the names of Consultant's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.

20.5. The District may require the Consultant and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited

to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

DISTRICT:

Oakland Unified School District
955 High St., Oakland, CA 94601
Attn: General Counsel

CONSULTANT:

NV5 Consultants, Inc.
200 S Park Rd #350,
Hollywood, FL, 33021
Attn: Aldo Mazzaferro, Executive Director

Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.

33. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

34. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

35. Attorney's Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

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

40. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

[Signatures on Following Page]

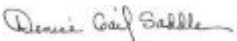
OAKLAND UNIFIED SCHOOL DISTRICT



Jennifer Brouhard, President,
Board of Education

9/25/2025

Date



Denise Saddler, EdD, Interim Superintendent
& Interim Secretary Board of Education

9/25/2025

Date

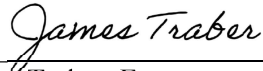


Preston Thomas (Aug 29, 2025 00:05:34 PDT)
Preston Thomas, Chief Systems & Services
Officer

Aug 29, 2025

Date

Approved As to Form



James Traber, Esq.
Counsel, OUSD

8/28/2025

Date

NV5 CONSULTANTS, INC.

Signature Date

Print Name, Title

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-Insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 8/28/2025

Name of Consultant: NV5 Consultants, Inc.

Signature: Aldo Mazzaferro

Print Name: Aldo Mazzaferro

Title: Executive Director of Business Development

(This certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CONFLICT OF INTEREST STATEMENT

The undersigned Consultant for the Oakland Unified School District is required to disclose any actual or possible conflicts of interest, the existence of his or her financial interest, and any outside alliance or professional or personal involvement that might conflict with his/her responsibilities to the District.

Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Consultant agrees it shall notify District in writing.

If the District has reasonable cause to believe that a Consultant has failed to disclose actual or possible conflicts of interest, it will provide the member an opportunity to explain the situation.

If, after hearing the response of the Consultant and making such further investigation as appropriate, the District determines that the Consultant has failed to disclose an actual or possible conflict of interest, the contract is subject to immediate termination.

I have read and understand the foregoing, and I certify that:

I ___ do / ___ do not have business or financial interests in the Oakland Unified School District or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

CONSULTANT:

NV5 Consultants, Inc.

By: Aldo Mazzaferro

Name: Aldo Mazzaferro

Title: Executive Director of Business Development

Date: August 28th, 2025

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Consultant REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Consultant Agreement (“Agreement”):

- ☒ **X** Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant’s services under this Agreement.
- ☐ Consultant’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement, and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*
- ☐ Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Consultant’s services under this Agreement.
- ☐ Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
 - ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - ☐ Surveillance of Employees by District personnel.

Megan’s Law (Sex Offenders). Consultant shall verify and continue to verify that the employees of Consultant that will be on the project site and the employees of the subconsultant(s) that will be on the project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.

CONTRACTOR
NV5 CONSULTANTS, INC.

Signature: Aldo Mazzaferro

Title: Executive Director of Business Development

Date: Aug 28th, 2025

COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

OAKLAND UNIFIED SCHOOL DISTRICT

EXHIBIT "A"

July 21st, 2025

EXHIBIT A

Oakland Unified School District Preston Thomas
Chief Systems & Services Officer 510.579.2022
Preston.thomas@ousd.org

Subject: NV5 Proposal for IGA Oversight
PP63025-0008291.00

Dear Preston:

In accordance with our recent discussions, **NV5 Consultants, Inc. (NV5)** is pleased to offer this proposal for the following professional services:

Investment Grade Audit (IGA) Oversight

PROJECT BACKGROUND

NV5 has been supporting the Oakland Unified School District (OUSD) with the development of an Energy Savings Performance Contracting (ESPC) initiative for the last 12 months. During this time, we've prepared preliminary estimates and provided expert oversight of the technical, financial, and contractual aspects of procuring an Energy Services Company (ESCO) to conduct Investment Grade Audits (IGAs) and subsequently implement comprehensive clean energy projects at the District facilities. Recently, Willdan was selected as a result of the ESCO procurement process. We have developed this proposal to provide continued oversight of the District's ESPC initiative. After the successful completion of the IGA, we will submit additional proposals for Phases 4 & 5 as follows:

1. Planning (*Complete*)
2. Procurement (*Complete*)
3. ***Development (Investment Grade Audit Oversight)***
4. Implementation (Quality Assurance of Design, Installation & Commissioning)
5. Monitoring (Annual Measurement & Verification Reviews)

SCOPE OF SERVICES

1. Assist in assembling a Project Management team that can support the development of the project. As needed, we will provide training to the team to fully familiarize them with the performance contracting process, and what the roles and expectations will be of everyone throughout the project's sequential phases of the Investment-grade Audit (IGA), implementation, commissioning, acceptance and close-out, and the annual measurement and verification of guaranteed savings.
2. Prepare for the IGA kickoff Meeting, discuss ECMs, M&V, logistics, etc. NV5 will assist in planning and facilitating the IGA kickoff meeting. The purpose of this meeting is to introduce new staff to the project, to review any changes to the scope of the project, to discuss the requirements and procedures for the IGA, to establish POCs and communication protocols, and to establish timelines and milestones for project development.
3. Gain an understanding of the selected facilities and systems, proposed technologies, design guidelines, and operation and maintenance impacts of the project. This effort includes on-site surveying to accompany the ESCO team and confirm they are performing adequate inspections of the facilities, documenting existing conditions, and engaging occupants to ensure a clear understanding of the facility requirements & unique conditions that exist.

4. Attend regularly scheduled conference calls/meetings to review IGA progress with the ESCO, the client, and independently with each to facilitate the IGA. For purposes of this proposal, we are estimating a 8-month duration from the Kick-off to IGA submission & approval. This effort does not include calls related to executing the Energy Services Agreement (Construction Contract).
5. Host preliminary Measurement & Verification discussions/workshops and a separate meeting with the Client and the ESCO. These discussions and meetings are aimed at setting expectations for the development of the project's M&V plan. The discussions will include activities for developing the baseline, ECM specific M&V plans, pre-and post-installation measurement activities, etc. There will also be separate 'breakout' M&V discussions and meetings that will be held as appropriate throughout the IGA development process. For purposes of this proposal, NV5 is assuming all M&V discussions/workshops will be held virtually.
6. Review 30% Draft IGA (Baseline Document).
 - a. NV5 will conduct a detailed analysis of the 30% deliverable. Via a Comment/Review/Response Log (CRR Log). We will prepare a list of questions, and clarifications for the ESCO to address. We will also review the CLIENT's comments and combine them with ours to submit to the ESCO. We will follow up with the ESCO until all the questions have been answered to the satisfaction of NV5 and the Client.
 - b. NV5 will review the baseline calculations along with associated supporting information such as field data/measurements/data logging, light level readings, equipment inventories, historical utility/metering analysis, facility descriptions, etc. If the ESCO uses spreadsheets, we will review the live MS Excel spreadsheets, with intact formulae, so that we can check the calculation methodology.
 - c. Depending on the proposed energy baseline, we will ensure that an appropriate M&V strategy is developed, which is fundamental to the overall viability of the project. NV5 will review the parameters and measurement strategies of the draft M&V plan to determine if they are in line with the International Performance Measurement and Verification Protocol (IPMVP) for each ECM, without unnecessarily burdening the project with extra costs. Specifically, NV5 will evaluate the performance measurement strategies to ensure that the appropriate level of rigor and accuracy is used to protect you.
7. Review 60% Draft IGA (Scoping Document).
 - a. NV5 will conduct a detailed analysis of the report to determine if the ESCO picked up requested changes from the 30% review and using a Comment/Response Log, we will prepare a list of questions and clarifications for the ESCO to address. We will also review the Client's comments and combine them with NV5's to submit to the ESCO. We will follow up with the ESCO until all the questions have been answered to the satisfaction of NV5 and the Client.
 - b. NV5 will review the ESCO's proposed ECMs and draft scope of work, energy savings calculation projections (as appropriate and as available at this stage of the process), etc. NV5 will work with the Client to determine if the proposed ECMs and technologies are appropriate for the buildings and other energy-using systems, and for the Client's maintenance staff to maintain over the contract term.
 - c. NV5 will review any preliminary project and ECM cost estimates to ensure reasonableness and consistency with the procurement period results.
 - d. NV5 will facilitate appropriate discussions regarding inclusion of proposed ECMs and projected savings as part of the overall proposed program. We will ensure that discussions include all ECMs that are being evaluated, that are intended to be evaluated, or determined by the ESCO to not be cost-effective, so that the Client can be the ultimate decision maker on which ECMs to be included for further evaluation and ultimate inclusion in final overall project.
 - e. If the Client lacks maintenance staff, a key aspect of this ESPC project will be the ability to include a supplemental operation & maintenance component to the contract. This will alleviate some of the burden of the existing staff and help ensure that new equipment installed through the ESPC project will be properly operated and maintained, helping to ensure that savings are met. NV5 will assist the Client in negotiating an appropriate ESCO scope of work, roles, and responsibilities, pricing, and coordination with maintenance staff.

- f. Discussions and review will also include the key economic and cash flow assumptions being utilized by the ESCO for total project, such as contract term, escalation rates, financing rate, payment methods, profit margin, etc.
8. Review 90% Draft IGA (Draft Final Document).
 - a. NV5 will repeat the process from the 30% and 60% Draft IGA Reviews utilizing our CRR Log.
 - b. NV5 will evaluate the risk and cost of the performance measurement strategies and the detailed project-specific M&V plan.
 - c. NV5 will also perform a detailed review of each component of the IGA including ECM price build up and reasonableness, commissioning plans, training plans, etc.
 - d. NV5 will review project cost buildup for accuracy and compliance with previous commitments. This includes a thorough analysis of the whole project cost pro forma, to ensure reasonableness of subcontractor costs and proper application of expected and negotiated design, commissioning, and training fees, as well as markups. NV5 has developed proprietary tools that can automatically check an ESCO's IGA costs against those in the procurement stage, and illustrate important differences. This unique technique has saved other Clients hundreds of thousands of dollars and equivalent to 5-10% of the overall project cost in many cases.
9. Final IGA Review: Once the Final IGA is submitted, NV5 will conduct a final analysis of the report to ensure all questions and clarifications from the Drafts are addressed. We will also participate in conference calls regarding the preparation of documents for Board review and approval as well as participate in review meetings to present findings & address questions from the Client's stakeholders.
10. Support the execution of the Energy Services Agreement (ESA) if the District elects to move forward with this step.
 - a. Assist in negotiating and executing the Energy Services Agreement (ESA) and Financing Agreement.
 - i. NV5 will assist the Client in final price and contract negotiations with the ESCO. NV5 will coordinate and advise the legal representatives as a technical expert for the ESPC to support the negotiation of the final contract. NV5 will perform a final review of the ESA to review T&Cs, schedules, exhibits, appendices, etc.
 - ii. If needed, NV5 will assist the Client in securing financing for the project. In this role, we can act as a technical advisor to assist the Client's financial representatives in assessing the best approach for them.
 - b. Upon finalization of the project documents (IGA, ESA, Exhibits/Appendices, Financing Plan, etc.), NV5 will prepare and issue a report of our findings and recommendations for next steps. This will include a brief cover letter, an executive summary, and our documented Comment/Review/Response Log described in #7A above.
 - c. NV5 will also conduct and lead a series of virtual workshops and provide stakeholder engagement services to assist the Client in gaining the necessary approvals from the various approving authorities to move forward with execution and implementation of the ESPC project.

NV5 is only providing the expressly identified foregoing services for the Project, and as such NV5 shall not be responsible or liable for any other area or portion of the Project.

EXPENSES & PAYMENT TERMS

1. Basic Services and Reimbursable Expenses will be invoiced monthly unless otherwise agreed upon.
2. Reimbursable Expenses for this scope of work are included in the Proposed Fees below. If needed, Reimbursable Expenses will be billed at "Cost plus 10%". Cost is based on actual expenditures made by NV5, its employees or its professional consultants specifically for a project. The following reimbursable expenses are not included in Basic Services provided for a project: Long distance telephone calls; travel and/or vehicle mileage expense directly associated with the project; lodging and meal expense directly associated with the project; plan and specification reproduction expenses; fees paid in the name of the Client for securing approval from authorities having jurisdiction over the project; other special expenses and travel associated with the project that are authorized by the Client.

3. Sales & Use Taxes will be charged where appropriate and required by law.
4. Amounts due beyond payment terms will accrue interest at 1.5% per month or the maximum amount allowed by law, whichever is less. Rates are subject to change annually.

SUMMARY OF PROPOSED FEES

The fees for this work shall be on a **Not-to-Exceed (NTE)** fee basis. Invoices shall be prepared and submitted monthly based on the level of effort by the NV5 team.

Phase & Milestone	Tasks (1)	Not to Exceed Fee (2)
30% Phase	1, 2, 3, 4, 5, 6	\$73,430
60% Phase	3, 4, 7	\$114,000
90% Phase	3, 4, 8	\$185,760
100% IGA & ESA	3, 4, 9, 10, 11, 12	\$214,575
TOTAL	1-12	\$214,575

- 1) Tasks 3 & 4 will be performed throughout all phases of the project
- 2) Not to Exceed Fee is cumulative across phases. No additional fees will be paid beyond this amount unless or until the District advances to the next phase, as described in the Investment Grade Audit Agreement at the end of Exhibit D-1.

HOURLY BILLING RATE SCHEDULE

Labor Category	2025	2026
Intern	\$83	\$85
Project Coordinator I	\$99	\$102
Associate Engineer	\$133	\$137
Engineer I	\$149	\$153
Engineer II	\$168	\$173
Engineer III	\$201	\$207
Associate Project Manager	\$217	\$224
Project Manager	\$240	\$247
Senior Project Manager	\$279	\$287
Program Manager	\$289	\$298
Director	\$300	\$309
Executive Director	\$321	\$331
Principal	\$334	\$344

NV5 shall have the right to withhold any and all deliverables until Client is made current on its payments and shall be entitled to any collection costs and attorney's fees in connection with any outstanding payment amount.

AUTHORIZATION

All services will be conducted in accordance with this Proposal and the attached terms and conditions. To initiate services, please complete and return the attached "Proposal Acceptance Agreement" form. Our Proposal will remain valid for acceptance for up to 90 days from the date of this Proposal. Upon which, we reserve the right to modify the Proposal, scope, and fees.

We appreciate the opportunity to be of service to you again.

Regards,



Aldo Mazzaferro, PE, CEM, CEA
Executive Director of Business Development
NV5 – Clean Energy
516.567.2337
Aldo.mazzaferro@nv5.com



CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY)
8/26/2025

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).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: Lockton Technical Services PHONE (A/C, No, Ext): (404) 460-3600 FAX (A/C, No): E-MAIL ADDRESS: NV5Certs@lockton.com														
INSURED NV5 Consultants, Inc. 1491108 1295 Bandana Blvd N, Suite 200 St. Paul MN 55108	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER B: Navigators Specialty Insurance Company</td><td>36056</td></tr><tr><td>INSURER C: Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER D: National Fire and Marine Insurance Co</td><td>20079</td></tr><tr><td>INSURER E: Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Navigators Specialty Insurance Company	36056	INSURER C: Twin City Fire Insurance Company	29459	INSURER D: National Fire and Marine Insurance Co	20079	INSURER E: Everest Indemnity Insurance Company	10851	INSURER F:	
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INSURER E: Everest Indemnity Insurance Company	10851														
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 22326831**REVISION NUMBER:** XXXXXXXX

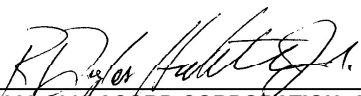
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	N	21 CSE S88600	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	21 CSE S88601	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	N	N	GA25UMRZ0HBL9IC	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	22 WB BR9RZL	5/1/2025	5/1/2026	☒ PER STATUTE ☐ 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
E D A	Excess Liab Prof/Poli Liab Bus Per Prop	N	N	XC9EX00437-251 42-EPP-321328-04 22UUNBL5R2L	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	Ea Claim/Agg \$10M/\$10M Ea Claim/Agg \$10M/\$20M Limit \$23,513,383

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

Oakland Unified School District is included as an Additional Insured as respect of General Liability and Automobile Liability coverage required by written contract subject to policy terms, conditions and exclusions. 30 Day's Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

22326831 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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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Oakland Unified School District Phase II & III PV	Site	918
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Basic Directions

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

Attachment Checklist	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	NV5 Consultants, Inc.	Agency's Contact	Aldo Mazzaferro				
OUSD Vendor ID #	009208	Title	CEO				
Street Address	101 Lucas Valley Road, Suite 302	City	San Rafael	State	CA	Zip	94903
Telephone	516-567-2337	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	25098						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	08-01-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06/30/2026
		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)	\$114,000.00
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
9657/9000	Fund 21 Measure Y	210-9657-0-9000-8500-5825-918-9180-9906-9999-25098	6289	\$114,000.00

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature	Date Approved			
2.	OUSD Legal Counsel, Facilities				
	Signature <i>James Traber</i>	Date Approved	8/28/2025		
3.	Chief Systems & Services Officer				
	Signature <i>Preston Thomas</i> Preston Thomas (Aug 29, 2025 00:05:34 PDT)	Date Approved	Aug 29, 2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			