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Memo

To Board of Education

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

Board Meeting Date My 28, 2025

Subject General Services Agreement – Ninyo & Moore Geotechnical & Environmental Sciences Consultants- Solar Photovoltaics Phase 2 & 3 Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to the General Services Agreement between the District and **Ninyo & Moore Geotechnical & Environmental Sciences Consultants**, Alameda, California, for the latter to provide material testing and inspection 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 lump-sum amount of \$46,152.00 with work scheduled to commence on May 29, 2025, and scheduled to last until April 30, 2026.

Discussion Consultant was 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).

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education to the General Services Agreement between the District and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, Alameda, California, for the latter to provide material testing and inspection 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 lump-sum amount of \$46,152.00 with work scheduled to commence on May 29, 2025, and scheduled to last until April 30, 2026.

Fiscal Impact Fund 21 Building – Measure Y

Attachments

- Justification Form

- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-1220

Department: Division of Facilities Planning and Management

Project No.: 24155

Vendor Name: Ninyo & Moore Geotechnical & Environmental Sciences Consultants

Project Name: Solar Photovoltaics Phase 2 & 3 Project

Contract Term: Intended Start: 05-29-2025

Intended End: 04-30-2026

Total Cost Over Contract Term: \$46,152.00

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 material testing and special inspection 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 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)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☒ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

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

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **May 29, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Ninyo & Moore Geotechnical & Environmental Sciences Consultants** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): **to provide material testing and inspection 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** (“Project”), (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Ninyo & Moore consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper. The term for performance of the Services shall begin on **May 29, 2025, and shall end on April 30, 2026** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed

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General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants– 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 - \$46,152.00

to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in Exhibit B for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Forty-Six Thousand One Hundred Fifty-Two Dollars(\$46,152.00)** which consists of a lump sum of **Forty-Six Thousand One Hundred Fifty-Two Dollars(\$46,152.00)** for performance of the Basic Services, and a not-to-exceed amount of **Zero Dollars (\$0.00)** for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the

District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor 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 Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor 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.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☒ Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. ☐ The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements

have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** 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 of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual

orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, 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 Contractor under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** 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 the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor 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 Contractor 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. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this

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Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

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

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

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No

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EXHIBIT A

Scope of Services

{SR801406}9

General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants– 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 - \$46,152.00

▶▶ 2.4

Professional Fees

Proposed Scope Of Services

Based on our review of the project plans for all five sites, specifications, DSA 103 forms, project RFP, addendum and experience with similar projects, we propose to provide the following scope of services:

Soil Compaction Testing

Exempt from Special Inspection and Testing per Plan Sheet E4.0 > Detail No. 2.

Reinforced Concrete

- Review concrete mix designs submitted by the contractor for compliance with the project documents.
- Sampling and tagging of reinforcing steel at the shop.
- Tensile and bend tests of reinforcing steel in the laboratory.
- Sample and test concrete including measuring slump, temperature, and batch times. One set of five cylinders will be cast for every 50 cubic yards of concrete placed or fraction thereof, per day.
- Sample pick up for concrete cylinders and transportation to our laboratory for curing and testing.
- Compressive strength testing of concrete cylinders in the laboratory.

Post Installed Anchors

- Visual inspection during the installation of post installed anchors.
- Load testing including pull and torque testing of post-installed anchors.

Structural Welding

- Welding procedure and welder's qualification review prior to performing welding in the shop and field.
- Material identification, mill certificate verification and structural steel welding inspection in the shop.
- Structural steel welding inspection in the field.
- Non-destructive testing including ultrasonic testing (UT/MT) in the shop and field.
- High strength bolts placement inspection, sampling and torque testing using skidmore.
- Conformance testing of high strength bolts, nuts and washers in the laboratory.
- Installation inspection and torque testing of Non-HS bolts for Laurel CDC site only.
- Non shrink grout placement inspection, sampling and testing.
- Compression testing of non-shrink grout cubes (2" x 2") in the laboratory.

Project Management

- Attend project meetings, project coordination, monitoring and administration including review and distribution of reports with laboratory test data and daily field inspection and testing reports, prepare weekly progress, and cost summaries report with invoices.
- Compile, review, and upload progress reports with field and laboratory test data to DSA box.
- Final verified reports including DSA 291 forms at the conclusion of the project.

Assumptions

- Our services are subject to California prevailing wage law.
- Per plan sheet E4.0, Detail No. 2, soil compaction testing is exempt from special inspection and materials testing services and excluded from our proposal.
- Per Addendum no. 1, geotechnical observation will be provided by the Geotechnical Engineer of Record, hence excluded from our proposal.
- Per diem charges will not apply for the inspections at the steel fabrication shops located in Arizona, California, Colorado, Nevada, Texas and Utah. Our local office will provide ASW/CWI certified inspectors.

Management Approach

Staff Availability: Ninyo & Moore's current and anticipated workload is such that our proposed team assigned to this project will be able to respond to requests for the duration of this contract and will be available when called upon for services. Our project team is currently fully staffed and equipped to perform the requested materials testing and construction inspection services for this project. Ninyo & Moore has assembled a carefully selected and highly qualified team, which includes professional engineers, special inspectors and certified technicians. All of our proposed project personnel are experienced and possess working knowledge of state-of-the-practice procedures and local standards. Ninyo & Moore personnel are licensed in their specific disciplines and are fully committed to providing the necessary resources for successful completion of each project. They will be available to respond quickly, as needed.

Response Time: Timely dispatching of our special inspectors is crucial to the project's progress and schedule. Our full-time dispatcher schedules inspectors with a 24-hour notice. We understand the complexity of schedules and that they can change at a moment's notice and we will work closely with the project team to properly cover all inspection requests. If necessary, personnel can be available 24-hours-a-day, 7-days-a-week. Ninyo & Moore's Project Manager, Lothus Hennefer, will be available throughout the duration of all project assignments. Project requests will be addressed immediately and we will respond to emergencies throughout the duration of the project, as required.

Communication: Communicating regularly with all involved parties helps the project to run more smoothly, address potential issues early on and monitor the budget. Mr. Hennefer will be in close contact with the special inspectors and project team keeping everyone in the loop with regards to the testing and inspection. By being proactive instead of reactive, we are able to foresee and resolve potential issues and bring them to the immediate attention of the project team. We are constantly looking ahead and preparing for the next construction activity.

Health and Safety: It is Ninyo & Moore's policy to provide a safe and healthful work environment for all of its employees through the prevention of occupational injuries and illnesses. In keeping with this policy, Ninyo & Moore maintains a Corporate Health and Safety Program (HSP) and Management System for all of our operations.



Fee Estimate

We propose to perform the previously described scope of services, subject to the listed assumptions, on a time-and-materials basis in accordance with the following Tables 1 through 5 and the attached Schedule of Fees.

EXHIBIT B

Hourly Rates

{SR801406}10

General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants– 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 - \$46,152.00

Table 1 – Horace Mann Elementary School

Table 1 - Breakdown of Estimated Fee for Horace Mann Elementary School (Application No.: 01-120962)						
PROPOSED SCOPE OF WORK						
Work at Horace Mann Elementary School site consists of installation of (2) photovoltaic (pv) solar power arrays over an existing Sports Court. Solar power system consists of equipment, lighting, PV monitoring and metering communications and power interconnect to the utility grid.						
Reinforced Concrete						
Field Technician	Sampling and Tagging of Reinforcing Steel	4 hours	@ \$ 105.00 /hour	\$	420.00	
Field Technician	Sampling and Testing of Concrete (Slump & Temperature)	8 hours	@ \$ 105.00 /hour	\$	840.00	
Reinforcing Steel	Tensile and Bend Test in the Laboratory	4 tests	@ \$ 75.00 /test	\$	300.00	
Compression Tests	5 Concrete Cylinders / 50 Cubic Yards (4"x 8" Cylinders)	5 tests	@ \$ 35.00 /test	\$	175.00	
Subtotal					\$	1,735.00
Post-Installed Anchors						
Special Inspector	Post-Installed Anchors Installation Inspection	4 hours	@ \$ 105.00 /hour	\$	420.00	
Field Technician	Load Testing of Post-Installed Anchors (Torque & Pull Testing)	4 hours	@ \$ 105.00 /hour	\$	420.00	
Subtotal					\$	840.00
Structural Steel Welding & Bolting						
Special Inspector	Material ID and Structural Steel Welding Inspection in the Shop in the Shop - 2 Days	16 hours	@ \$ 105.00 /hour	\$	1,680.00	
Special Inspector	Structural Steel Welding Inspection in the Field - 1 Days	8 hours	@ \$ 105.00 /hour	\$	840.00	
Special Inspector	Non Destructive Testing (UT/MT) in the Shop/Field	4 hours	@ \$ 115.00 /hour	\$	460.00	
Special Inspector	High Strength Bolts Placement Inspection and Torque Testing using Skidmore	8 hours	@ \$ 105.00 /hour	\$	840.00	
Special Inspector	Non Shrink Grout Placement Inspection, Sampling and Testing	4 hours	@ \$ 105.00 /hour	\$	420.00	
Conformance Test	High Strength Bolts, Nuts & Washers	1 tests	@ \$ 250.00 /test	\$	250.00	
Compression Tests	Non Shrink Grout Cubes (2" x 2")	3 tests	@ \$ 35.00 /test	\$	105.00	
Subtotal					\$	4,595.00
Reimbursables						
Field Equipment		60 hours	@ \$ 15.00 /hour	\$	900.00	
Field Vehicle		60 hours	@ \$ 15.00 /hour	\$	900.00	
Subtotal					\$	1,800.00
Project Management						
Principal Engineer	Consultation, Verified Reports (DSA 291) & Project Oversight	2 hours	@ \$ 188.00 /hour	\$	376.00	
Project Engineer	Mix Design, WPS, Submittal & RFI Review, Report Preparation & Project Co-ordination	2 hours	@ \$ 165.00 /hour	\$	330.00	
Project Assistant	Data Compilation and Distribution, Dispatch & Word Processing	2 hours	@ \$ 85.00 /hour	\$	170.00	
Subtotal					\$	876.00
TOTAL ESTIMATED FEE					\$	9,846.00

Table 2 - Oakland Academy of Knowledge

Table 2 - Breakdown of Estimated Fee for Oakland Academy of Knowledge (Application No.:01-120963)						
PROPOSED SCOPE OF WORK						
Work at Oakland Academy of Knowledge site consists of installation of (1) photovoltaic (pv) solar power arrays over an existing Sports Court. Solar power system consists of equipment, lighting, PV monitoring and metering communications and power interconnect to the utility grid.						
Reinforced Concrete						
Field Technician	Sampling and Tagging of Reinforcing Steel	4 hours	@	\$ 105.00 /hour	\$	420.00
Field Technician	Sampling and Testing of Concrete (Slump & Temperature)	4 hours	@	\$ 105.00 /hour	\$	420.00
Reinforcing Steel	Tensile and Bend Test in the Laboratory	4 tests	@	\$ 75.00 /test	\$	300.00
Compression Tests	5 Concrete Cylinders / 50 Cubic Yards (4"x 8" Cylinders)	5 tests	@	\$ 35.00 /test	\$	175.00
Subtotal						\$ 1,315.00
Post-Installed Anchors						
Special Inspector	Post-Installed Anchors Installation Inspection	4 hours	@	\$ 105.00 /hour	\$	420.00
Field Technician	Load Testing of Post-Installed Anchors (Torque & Pull Testing)	4 hours	@	\$ 105.00 /hour	\$	420.00
Subtotal						\$ 840.00
Structural Steel Welding & Bolting						
Special Inspector	Material ID and Structural Steel Welding Inspection in the Shop in the Shop - 1 Day	8 hours	@	\$ 105.00 /hour	\$	840.00
Special Inspector	Structural Steel Welding Inspection in the Field - 1 Days	8 hours	@	\$ 105.00 /hour	\$	840.00
Special Inspector	Non Destructive Testing (UT/MT) in the Shop/Field	4 hours	@	\$ 115.00 /hour	\$	460.00
Special Inspector	High Strength Bolts Placement Inspection and Torque Testing using Skidmore	4 hours	@	\$ 105.00 /hour	\$	420.00
Special Inspector	Non Shrink Grout Placement Inspection, Sampling and Testing	4 hours	@	\$ 105.00 /hour	\$	420.00
Conformance Test	High Strength Bolts, Nuts & Washers	1 tests	@	\$ 250.00 /test	\$	250.00
Compression Tests	Non Shrink Grout Cubes (2" x 2")	3 tests	@	\$ 35.00 /test	\$	105.00
Subtotal						\$ 3,335.00
Reimbursables						
Field Equipment		44 hours	@	\$ 15.00 /hour	\$	660.00
Field Vehicle		44 hours	@	\$ 15.00 /hour	\$	660.00
Subtotal						\$ 1,320.00
Project Management						
Principal Engineer	Consultation, Verified Reports (DSA 291) & Project Oversight	2 hours	@	\$ 188.00 /hour	\$	376.00
Project Engineer	Mix Design, WPS, Submittal & RFI Review, Report Preparation & Project Co-ordination	2 hours	@	\$ 165.00 /hour	\$	330.00
Project Assistant	Data Compilation and Distribution, Dispatch & Word Processing	2 hours	@	\$ 85.00 /hour	\$	170.00
Subtotal						\$ 876.00
TOTAL ESTIMATED FEE						\$ 7,686.00

Table 3 - Madison Park Academy

Table 3 - Breakdown of Estimated Fee for Madison Park Academy (Application No.: 01-120964)						
PROPOSED SCOPE OF WORK						
Work at Madison Park Academy site consists of installation of (3) photovoltaic (pv) solar power arrays over an existing Hard Court. Solar power system consists of equipment, lighting, PV monitoring and metering communications and power interconnect to the utility grid.						
Reinforced Concrete						
Field Technician	Sampling and Tagging of Reinforcing Steel	4 hours	@ \$ 105.00 /hour	\$	420.00	
Field Technician	Sampling and Testing of Concrete (Slump & Temperature)	8 hours	@ \$ 105.00 /hour	\$	840.00	
Reinforcing Steel	Tensile and Bend Test in the Laboratory	4 tests	@ \$ 75.00 /test	\$	300.00	
Compression Tests	5 Concrete Cylinders / 50 Cubic Yards (4"x 8" Cylinders)	10 tests	@ \$ 35.00 /test	\$	350.00	
Subtotal					\$	1,910.00
Post-Installed Anchors						
Special Inspector	Post-Installed Anchors Installation Inspection	8 hours	@ \$ 105.00 /hour	\$	840.00	
Field Technician	Load Testing of Post-Installed Anchors (Torque & Pull Testing)	8 hours	@ \$ 105.00 /hour	\$	840.00	
Subtotal					\$	1,680.00
Structural Steel Welding & Bolting						
Special Inspector	Material ID and Structural Steel Welding Inspection in the Shop in the Shop - 2 Days	16 hours	@ \$ 105.00 /hour	\$	1,680.00	
Special Inspector	Structural Steel Welding Inspection in the Field - 1.5 Days	12 hours	@ \$ 105.00 /hour	\$	1,260.00	
Special Inspector	Non Destructive Testing (UT/MT) in the Shop/Field	4 hours	@ \$ 115.00 /hour	\$	460.00	
Special Inspector	High Strength Bolts Placement Inspection and Torque Testing using Skidmore	8 hours	@ \$ 105.00 /hour	\$	840.00	
Special Inspector	Non Shrink Grout Placement Inspection, Sampling and Testing	4 hours	@ \$ 105.00 /hour	\$	420.00	
Conformance Test	High Strength Bolts, Nuts & Washers	1 tests	@ \$ 250.00 /test	\$	250.00	
Compression Tests	Non Shrink Grout Cubes (2" x 2")	6 tests	@ \$ 35.00 /test	\$	210.00	
Subtotal					\$	5,120.00
Reimbursables						
Field Equipment		72 hours	@ \$ 15.00 /hour	\$	1,080.00	
Field Vehicle		72 hours	@ \$ 15.00 /hour	\$	1,080.00	
Subtotal					\$	2,160.00
Project Management						
Principal Engineer	Consultation, Verified Reports (DSA 291) & Project Oversight	2 hours	@ \$ 188.00 /hour	\$	376.00	
Project Engineer	Mix Design, WPS, Submittal & RFI Review, Report Preparation & Project Co-ordination	4 hours	@ \$ 165.00 /hour	\$	660.00	
Project Assistant	Data Compilation and Distribution, Dispatch & Word Processing	2 hours	@ \$ 85.00 /hour	\$	170.00	
Subtotal					\$	1,206.00
TOTAL ESTIMATED FEE					\$	12,076.00

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

{SR801406}11

General Services – Ninyo & Moore Geotechnical & Environmental Sciences Consultants– 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 - \$46,152.00

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:

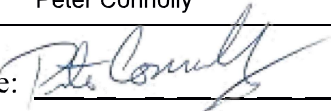
1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) 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 Principal Engineer *[insert "owner" or officer title]* of Ninyo & Moore
[insert name of business entity], have read the foregoing and agree that Ninyo & Moore
[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: 05-01-2025

Name: Peter Connolly

Signature: 

Title: Principal Engineer

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.

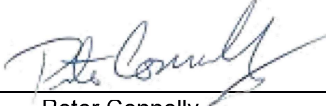
Entity Name: Ninyo & Moore Geotechnical & Environmental Sciences Consultants
Date of Entity's Contract with District: 05-29-2025
Scope of Entity's Contract with District: Materials testing and special inspection

I, Peter Connolly *[insert name]*, am the Principal Engineer *[insert "owner" or officer title]* for Ninyo & Moore *[insert name of business entity]* ("Entity"), which entered a contract on May 29, 2025, with the District for materials testing & inspection

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

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

Date: May 1, 2025

Signature: 
Typed Name: Peter Connolly
Title: Principal Engineer
Entity: Ninyo & Moore

Memorandum:

Date: Nov 26, 2024

To: Kenya Chatman, Colland Jang

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

From: Local Business Compliance Team, OUSD

Subject: LBU Modification - Scope Specific - Materials Testing and Special Inspection

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. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

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: Materials Testing and Special Inspection

Analysis:

An availability analysis has been conducted for Materials Testing and Special Inspection - Scope - Testing Laboratories (NAICS: 541380), to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is our recommendation that due to the lack of availability of small and local firms, the full 50% Local Business Enterprise (L/SLBE) requirement for the above referenced scope be waived.

LBU Recommendation:

Full LBU Waiver ▾

An additional review may be conducted within one (1) year of this notice to reassess the availability of eligible firms. If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles
Local Business Compliance Officer
360 Total Concept



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2025

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Robyn Catania PHONE (A/C, No, Ext): 360-626-9535 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com	
INSURED Ninyo & Moore Geotechnical & Environmental Sciences Consultants 1301 Marina Village Parkway, Suite 110 Alameda CA 94501	License#: 6003745 NINY&MO-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Company of America		25674
INSURER B: Pacific Insurance Company, Limited		10046
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1968679446**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> OCP / XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6308986R247	10/3/2024	10/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8107N033091	10/3/2024	10/3/2025	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP9J428527	10/3/2024	10/3/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	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	UB6P428399	5/1/2024	5/1/2025	<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	Professional Liab. & Contractor's Pollution Liab. Claims - Made	Y	Y	72OH068190524	10/3/2024	10/3/2025	Per Claim 5,000,000 Annual Aggregate 5,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
N&M PROJECT NUMBER/NAME: #09OAK03-01870 / OUSD/CCPA/PEA ENV SERVICES --

Oakland Unified School District, its Board of Trustees, officers, agents, and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract. Insurance coverage includes waiver of subrogation per attached.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Oakland Unified School District
Attn: Brijan Patel
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

Rt Catania



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	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	Site	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	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Agency's Contact	Peter Connoly				
OUSD Vendor ID #	003087	Title	Principal				
Street Address	1301 Marina Valley Parkway	City	Alameda	State	CA	Zip	94501
Telephone	510-343-3000	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)	05-29-2025	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)	\$46,152.00	If New Contract, Total Contract Price (Not To Exceed)	
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	210-9655-0-9000-8500-6265-136-9180-9906-9999 210-9655-0-9000-8500-6265-169-9180-9906-9999 210-9655-0-9000-8500-6265-215-9180-9906-9999 210-9655-0-9000-8500-6265 5-177-9180-9906-9999 210-9655-0-9000-8500-6265-131-9180-9906-9999	6265	\$46,152.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature <i>Rhonda Chatman</i>	Date Approved	05/01/2025		
	Rhonda Chatman (May 2, 2025 10:15 PDT)				
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	04/30/2025		
	Chief Systems & Services Officer				

3.	Signature	Date Approved	
	Chief Financial Officer		
4.	Signature	Date Approved	05/02/2025
	President, Board of Education		
5.	Signature	Date Approved	