

Board Office Use: Legislative File Info.	
File ID Number	25-2599
Introduction Date	12-10-2025
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim , Superintendent
Preston Thomas, Chief Systems and Services Officer

Board Meeting Date December 10, 2025

Subject General Services Agreement – Geo-Engineering Solutions, Inc. – Calvin Simmons Turf Field Replacement - UFSA Life Academy Project - Division of Facilities Planning and Management - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of a General Services Agreement between the District and Geo-Engineering Solutions, Inc., San Ramon, CA, for the latter to provide geotechnical engineering services for the **Calvin Simmons Turf Field Replacement - UFSA Life Academy Project**, in the amount of **\$43,447.80** which includes a contingency fee of **\$3,949.80**, as the selected consultant, with work scheduled to commence on **December 11, 2025**, and scheduled to last until **December 12, 2026**.

Discussion For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of a General Services Agreement between the District and Geo-Engineering Solutions, Inc., San Ramon, CA, for the latter to provide geotechnical engineering services for the Calvin Simmons Turf Field Replacement - UFSA Life Academy Project, in the amount of \$43,447.80 which includes a contingency fee of \$3,949.80, as the selected consultant, with work scheduled to commence on December 11, 2025, and scheduled to last until December 12, 2026.

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachments

- Justification Form
- Agreement and Exhibits
- Insurance Certificate
- Routing Form



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

Legislative File ID No. 25-2599

Department: Division of Facilities Planning and Management

Vendor Name: Geo-Engineering Solutions, Inc.

Project Name: Calvin Simmons Turf Field Replacement - UFSA Life Academy Project **Project No.: 25026**

Contract Term: Intended Start: 12-11-2025 Intended End: 12-12-2026

Total Cost Over Contract Term: \$43,447.80

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)

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

Provide geotechnical engineering services.

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?

For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)

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:

- For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **December 11, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Geo-Engineering Solutions, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): provide geotechnical engineering services for the Calvin Simmons Turf Field Replacement - UFSA Life Academy Project (“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 **Geo-Engineering Solutions, Inc.** 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.

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. 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 the hourly rates listed in *Exhibit B* for 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-Three Thousand Four Hundred Forty-Seven Dollars and Eighty Cents (\$43,447.80)**, which consists of a not-to-exceed amount of **Thirty-Nine Thousand Four Hundred Ninety-Eight Dollars and Eighty Cents (\$39,498.80)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Three Thousand Nine Hundred Forty-Nine Dollars and Eighty Cents (\$3,949.80)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment 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. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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 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. Any terms and conditions contained in Contractor's proposal, other than those defining the scope of work and price, shall be of no force and effect.

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

[SR801406]6

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 other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties

and approval of it by the District’s governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.


39. **California Residency.** Contractor is a resident of the State of California.

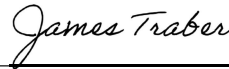
Address for District Notices:	Address for Contractor Notices:
Oakland Unified School District 955 High Street Oakland, California 94601 Attention: Preston Thomas	Geo-Engineering Solutions, Inc 2570 San Ramon Valley Blvd. Ste. A-102 San Ramon, CA 94583 Attention: Eric Swenson

OAKLAND UNIFIED SCHOOL DISTRICT


Jennifer Brouhard, President,
Board of Education
Date

Denise Gail Saddler, Ed.D.,
Interim Superintendent & Secretary of the Board of Education
Date

Signature: 
Preston Thomas, Chief Systems & Services Officer
Date 11/09/2025
Email: preston.thomas@ousd.org


James Traber, Esq.
Counsel, OUSD
Date 11/4/2025

GEO-ENGINEERING SOLUTIONS, INC.


Signature
Date 11/03/2025

Eric Swenson, President

Print Name, Title

EXHIBIT A

Scope of Services

{SR801406}9

General Services Agreement – Geo-Engineering Solutions, Inc. – Calvin Simmons Turf Field Replacement - UFSA Life Academy Project -
\$43,447.80

2.1 Letter of Interest

Attention: Mr. Preston Thomas | Chief Systems and Services Officer
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

Subject: Statement of Qualifications/ Fee Proposal for Geotechnical Engineering Services
Calvin Simmons Turf Field Replacement - UFSA Life Academy Project

Dear Mr. Simmons:

Geo-Engineering Solutions, Inc. (Geo-Eng) is pleased to present this Statement of Qualifications/Fee Proposal to the Oakland Unified School District (District) to provide geotechnical engineering services for your Turf Field Replacement Project at Calvin Simmons Life Academy of Health and Bioscience. The Principals of Geo-Eng have over 30 years of engineering service to K-12 educational facilities, and are very familiar and experienced with the practices, design, and construction for the development of public-school facilities throughout the San Francisco Bay Area as well as Northern and Central California. We have worked with K-12 school districts from small two- and three-school districts to some of the largest districts in California.

We are confident that our expertise and experience make us one of the best-suited geotechnical consultants to meet the District's needs for the following reasons:

Experience - With hundreds of K-12 school projects under our belt, we have a deep understanding of the needs of DSA jurisdictional projects. We have good relationships with regulatory personnel at both the Division of State Architect (DSA) and the California Geological Survey and we can use our knowledge and relationships to assist you in quickly meeting the Geologic Hazard and Geotechnical Engineering needs of your projects.

We understand the requirements and regulations of DSA and can quickly and efficiently meet them. K-12 schools are a core focus of our consulting business. Our president is the only Geotechnical Engineer on the Public-School Construction Collaborative that advises the State Architect and DSA. Additionally, our proposed project manager, Corey Dare, has performed well over a dozen geotechnical engineering studies for the District during the course of his career.

Depth of Knowledge: We understand the requirements and regulations of DSA and can quickly and efficiently meet them. K-12 schools are a core focus of our consulting business. Our president is the only Geotechnical Engineer on the Public-School Construction Collaborative that advises the State Architect and DSA.

Resources - Our team includes highly experienced Engineers, Geologists, Technicians, and administrative personnel. Our San Ramon office can provide prompt and responsive service. For additional responsiveness, we have an AASHTO- and DSA-Certified laboratory facility in our San Ramon office (LEA #328).

Solutions Based - We are advocates for our clients and develop the most cost-effective solutions that meet the technical needs of the project. We strive to provide cost-effective solutions that align with project needs, avoiding overly conservative approaches while ensuring budget savings.

Geo-Engineering Solutions is incorporated in the State of California and is a certified small business. This letter is signed by Eric Swenson, GE, CEG, who is an authorized officer of the firm and is authorized to bind the firm. Eric will be the contact person for the project:

Mr. Eric J. Swenson, GE, CEG
2570 San Ramon Valley Blvd., Suite A102
San Ramon, California 94583
Phone: 925-433-0450
Email: ESwenson@Geo-Eng.net
Website: www.Geo-Eng.net



I, Eric Swenson, am authorized to submit our SOQ and proposal on behalf of Geo-Eng.

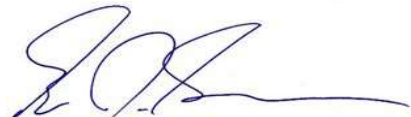
Geo-Eng received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. Geo-Eng has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Geo-Eng has no objections to the use of the Agreement.

Geo-Eng also certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Per your RFQ, as our proposed estimate for professional services presented herein is below the \$114.8k threshold for the requested scope of work, we understand this contract would be exempt from Local Business Enterprise participation. However, per the RFQ/P request, the LBU Bid Participation Sheet is included in this SOQ.

Geo-Eng greatly appreciates the opportunity to present this SOQ and Cost Proposal to the Oakland Unified School District. If you have questions or need additional information, please contact the undersigned at (925) 433-0454 or by e-mail at eswenson@geo-eng.net.

Sincerely,
Geo-Engineering Solutions Inc.



Eric J. Swenson, GE, CEG
President/CEO
Principal Geotechnical Engineer and Engineering Geologist

Attachment: Local Business Participation Worksheet

Distribution: PDF to Ms. Juanita Hunter, OUSD juanita.hunter@ousd.org
PDF to Mr. Colland Jang, OUSD; colland.jang@ousd.org
PDF to Ms. Shivani More, OUSD; shivani.more@ousd.org

2.3 SCOPE OF WORK



After reviewing the specific requested services and requested work scope provided by Verde Design (Verde) included in the RFQ/P and following the scope format listed in Section 2.3 of the RFQ Scope of Work, Geo-Eng proposes the specific work tasks and details to perform the requested services for the Calvin Simmons Field Project as described below. In accordance with the work scope prepared by Verde, only a Geotechnical Engineering Study will be performed. We therefore assume that the report will not be forwarded by DSA to CGS for review, and as such a Geohazard Study meeting CGS Note 48 requirements has not been requested by Verde and **will not** be needed, as no structural improvements defined as a “structure for human occupancy” are stated to be part of the project at this time.

2.3.1 PRELIMINARY FIELD ACTIVITIES

1. Review the District’s provided materials originally provided in the RFQ/P as well as subsequent provided information, if any. Review other available local and regional geologic maps, reports, and other readily available data as appropriate for the Calvin Simmons School site and general vicinity.
2. Work with District project personnel to confirm the desired boring locations at the site. Subsequently contact Underground Service Alert.
3. Meet at the project site with District personnel to observe existing conditions and mark out the exploration locations. As requested, an outside utility locator will be provided to clear the proposed boring locations of active utility lines.
4. Prepare and submit a project-specific Project Safety Plan that outlines measures to protect workers, school staff and children, and the public during our field exploration operations.
5. A drilling permit from the Alameda County Public Works Agency will be procured for the school site. We will prepare and submit the permit application along with the permit fee.

2.3.2 FIELD EXPLORATION

The Request for Geotechnical Engineering Services document provided by Verde includes requested exploration locations at the project site. The exploration locations and depths as requested by the architect is acceptable to Geo-Eng and the requested scope is incorporated into our detailed work scope below.

1. We will advance five (5) borings within the project area at the locations specified by Verde Design. Boring B-1 at the existing northwest paved parking lot, will be advanced to a maximum depth of 4.5 feet below pavement surface. Borings B-2 and B-3 in the existing turf field will be advanced to maximum depths of 4.5 and 15 feet below grade. Boring B-3 in the adjoining asphalt court next to the field will be advanced to a maximum depth of 15 feet. Boring B-5 in the eastern parking lot will be advanced to a maximum depth of 4.5 feet. Borings will be advanced using a truck-mounted drill rig equipped with solid stem augers.

2. The soil will be sampled using either a Modified California sampler fitted with six-inch long inner brass liners or a Standard Penetration Test (SPT) split spoon sampler. The relatively undisturbed liner samples will be sealed and the SPT samples will be placed in plastic bags. The samplers will be driven 18 inches with a 140-pound hammer with an approximate 30-inch drop. Blow counts for the last foot will be logged as penetration resistance. The blow counts from the SPT sampler can be utilized to determine subsurface soil characteristics for correlation with USCS soil types.
3. Drill cuttings will be collected at the two parking lot borings as bulk samples in order to perform laboratory R-Value tests for pavement design.
4. Where encountered, groundwater depths as well as asphalt pavement and turf subgrade section thicknesses will be measured.
5. The borings will be backfilled with cement grout as required by the ACPWA drilling permit. Excess soil cuttings will be disposed of offsite.
6. Restoration of the existing turf field to its pre-drilling condition is not in our scope of work and is left to District/school maintenance personnel to perform.
7. One (1) 4.5' deep boring in the turf area will be used to perform a field infiltration test for the subsurface soil. This field test will be performed in lieu of a laboratory permeability test. For this hole, an open pipe packed in gravel will be installed for the test, which would be performed on a subsequent day.

2.3.3 LABORATORY TESTING

The following geotechnical laboratory tests are proposed:

1. Moisture-Density tests: Several moisture-density determinations on select liner samples will be conducted.
2. Atterberg Limits tests: At least two tests would be conducted to measure the plasticity and help interpret relative subgrade strength of the near surface soil.
3. Sieve Analysis and Fines Content (minus No. 200 sieve) tests: Several sieve analysis and/or fines content tests will be performed to help determine soil classification and confirm subsurface soil characteristics.
4. Corrosivity Testing: One sample will be tested to help evaluate the corrosive potential of the subsurface soils on buried concrete and metal structures. The PG&E package of tests (pH, Chloride, Sulfate, Sulfide and Redox) will be performed by our subcontractor laboratory.
5. Compressive Strength Testing: Undrained or unconfined shear strength tests may be conducted on cohesive subgrade soils as determined to be appropriate in support of evaluating foundation capacities.
6. R-Value tests: One or two R-value tests will be conducted on potential pavement subgrade soil to help determine relative subgrade strength for development of new pavement designs.

2.3.4 GEOLOGY AND GEOLOGIC HAZARDS STUDY

As noted above, this study is not in Verde Design's Scope of Work and does not appear to be needed per the current requirements of DSA IR A-4, as no structures of human occupancy appear to be currently proposed for this project. We will, however, include a discussion of regional and local geology and faulting in our report.

2.3.5 REPORT PREPARATION

A geotechnical engineering study report will be prepared for the site and will contain a site plan showing boring locations; boring summaries, laboratory test data, a summary of site soil and groundwater conditions, permeability and corrosivity of the on-site soils, local and regional geology and faulting, and engineering properties (i.e., index properties) of the on-site soils pertaining to foundation and pavement design. The geotechnical data generated from our field and laboratory testing program will be analyzed and used to develop conclusions and recommendations for geotechnical design of the project, including, but not limited to earthwork and drainage, site grading, including preparation and potential lime treatment stabilization of the field turf subgrade, allowable fill materials; engineered fill, subgrade and utility trench compaction, asphalt and rigid concrete pavement sections, foundation design recommendations for potential elements such as retaining walls and fence posts, and flexible and rigid pavements. A general geohazard discussion will also be provided and will include a discussion of seismic hazards such as active faulting and liquefaction, fault rupture and lateral spreading, as well as potential for slope instability and consolidation settlement. This geohazard discussion is NOT intended as a geohazard evaluation meeting CGS Note 48 requirements, which is not in the requested scope of work. The report will be submitted to the District as an electronic (PDF) copy.

2.3.6 SUPPLEMENTAL ENGINEERING REVIEW, CONSULTATIONS AND MEETINGS

After submitting our study report, upon District request, we will as Project Geotechnical Engineer of Record (GEOR) perform geotechnical review of plans, specifications, and calculations, as appropriate, as well as provide supplemental geotechnical consultations if needed and requested by the District, design team or project contractor. We will also participate in project meetings (onsite and remote). These services would be provided on a time and materials basis in accordance with our Schedule of Fees at the time the services are provided.

2.3.7 CONSTRUCTION-PHASE GEOTECHNICAL SERVICES

We will provide construction-phase field and laboratory geotechnical engineering services on a time and materials basis for the project under our DSA LEA No. 328. Per the RFQ/P, our services may include the following tasks for the site, except as noted:

- As GEOR, provide geotechnical engineering consultation during construction, and complete all applicable DSA forms such as AS DSA-293 (interim and final, as applicable).
- Geotechnical engineering consultation and supplemental engineering during construction.
- Submittal reviews and response to geotechnical-related RFIs.
- Project Manager attendance at construction site meetings and site visits for geotechnical consultations.
- Sampling and laboratory testing of subgrade and fill (native and import). One round of sampling at the quarry of permeable material/drain rock for laboratory qualification testing.
- Observation of site stripping and removal of onsite deleterious materials where warranted.
- Observation and moisture/density testing using a nuclear gauge during mass grading, over- excavation, subgrade, and baserock preparation.
- Project coordination and engineer's review of Daily Field Reports (DFRs) prepared to document field observations and test results during construction.
- Submit reviewed final version DFRs to the Construction Manager on a regular basis.
- Prepare certification letters as project GEOR and Final Summary Letter Report of our observations and testing at the completion of construction of the project, if needed in lieu of DSA-293.
- Review and response to geotechnical-related contractor submittals and RFIs.
- Provide all geotechnical-related inspections per DSA-103, including geotechnical foundation observation of pier foundation excavations if any, and observation and testing of earthwork backfill in structural areas, including new pavement sections. Concrete and concrete reinforcement items per DSA-103 are assigned to the materials testing laboratory and are not included in the scope of work.
- Flood testing of new drainage layer (2 locations) per Verde request.
- Sampling of earth fill and asphalt concrete (if requested) for use in supporting laboratory testing.
- Laboratory testing would include D1557 Modified Proctor laboratory compaction, or other requested or recommended testing such as fines content or supplemental R-value tests. Qualification testing of one round of proposed drainage material sampled at quarry, including sieve analysis, permeability, porosity, durability, LA rattler, and sulfate soundness tests per Verde request.
- Other geotechnical observation or testing as directed by the DSA Project Inspector (i.e., IOR).

2.3.8 SCHEDULE

For the requested services, we understand that the tentative construction start for project is February 6, 2026. The geotechnical study services would therefore be expedited after specified Notice to Proceed (NTP) of November 13, 2025, as reasonably possible given constraints in performing the scope of work, including a required two-week ACPWA permit approval time for field exploration, minimum lead time for driller availability around the Holiday season, and turnaround time for subcontractor laboratory testing. We expect that we can unofficially start our services after unofficial award by scheduling a subcontractor driller, followed by submitting the drilling permit to ACPWA after NTP, notifying Underground Service Alert, and coordination with OUSD personnel for onsite access to the site to mark boring locations for USA. Given these constraints, our proposed timeline for completion of the geotechnical report following receiving a work authorization NTP from the District would be roughly as shown on the following bar chart, with a submittal date the week of December 22, with close coordination with OUSD. Please note that the proposed timeline does not account for delays beyond our control such as internal delays within OUSD occurring after the NTP date. We note also that design recommendation data needed by the project architects as soon as possible can be transmitted verbally to the architect prior to submitting the final report, and that we will work closely with Verde Design to provide them the design information they require as soon as it is developed.

Geo-Engineering Tasks	Week 1 (11-17-25)	Week 2	Week 3	Week 4	Week 5	Week 6 (12-22-25)
Preliminary Field Activities						
Field Exploration						
Laboratory Testing						
Report Preparation						

EXHIBIT B

Hourly Rates

{SR801406}10

General Services Agreement – Geo-Engineering Solutions, Inc. – Calvin Simmons Turf Field Replacement - UFSA Life Academy Project -
\$43,447.80

2.5 PROFESSIONAL FEES

2.5.1 FEE PROPOSAL

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

For Scope Items 2.3.1 through 2.3.5, representing the Geotechnical Study phase of this project, we propose to provide this work on a Lump Sum basis, assuming the specific tasks presented in the following table, which represents our estimated breakdown of the fees for the geotechnical study phase of our work. The fees were derived based on the estimated costs of the various tasks outlined in the following tables which cover services only through the submittal of the study reports.

Scope Item	Amount	Fee Basis
<u>Geotechnical Engineering Study</u>		
Planning and Coordination	\$1,400.00	Lump Sum
County Environmental Health Drilling Permit	\$ 300.00	Lump Sum
Private Underground Utility Locator	\$ 800.00	Lump Sum
Staff Engineer/Geologist log borings	\$ 2,000.00	Lump Sum
Subcontractor-Drilling Soil Borings	\$ 6,700.00	Lump Sum
Field Percolation Testing	\$ 1,600.00	Lump Sum
Lab Testing	\$ 2,200.00	Lump Sum
Engineering Analysis and Report Preparation	\$ 3,000.00	Lump Sum
Total of Geotechnical Engineering Study	\$18,000.00	Lump Sum

Supplemental Engineering services (Scope Item 2.3.6) will depend on the actual requested tasks for these phases, and based on past similar projects, we propose a Time and Materials budget of \$2,000.00 to cover these services.

Construction-phase geotechnical services (Scope Item 2.3.7) will be provided on a Time and Materials basis given our understanding of the project requirements given budget as shown on the construction services table.

Construction Cost Proposal Assumptions:

As part of the preparation of this proposal, we were provided with a field assessment and a drainage analysis with recommendations in those reports and we have used them as a basis for our understanding of the planned project. We were not provided with finished plans or specifications, and we were not provided with a detailed project schedule. The following are project specific assumptions that we have incorporated into our proposed Scope of Work.

The drainage assessment indicates that the existing aggregate drainage layer is functioning well, and **we are therefore assuming that it will remain in place.** Upsizing of the perimeter drainage system collector pipes was also recommended. Therefore, this project should be predominantly a synthetic turf replacement project with minimal geotechnical requirements during construction except for possible new retaining walls and parking lot pavement replacement. We are making a minor allowance for foundation observation of retaining walls as well as minor grading and parking lot pavement subgrade and baserock preparation. We are also adding an allowance for laboratory testing of drainage material should Verde choose to replace the drainage materials in the collector drain trenches. We are also assuming that there will not be any concrete testing for the geotechnical engineer per DSA 103.

ESTIMATED FEES-Geotechnical Construction				
Calvin Simmons Turf Field				
Description	Personnel/Test	Rate	Hours	Subtotal
Field and Pavement Replacement				
Drain Rock Installation Observation and Testing	Soil Technician	\$ 144.00	16	\$ 2,304.00
Pavement Subgrade and Baserock	Soil Technician	\$ 144.00	16	\$ 2,304.00
Miscellaneous Subgrade Testing	Soil Technician	\$ 144.00	8	\$ 1,152.00
Asphalt Concrete Paving Observation	Soil Technician	\$ 144.00	12	\$ 1,728.00
Nuclear Gauge and Vehicle, Equipment	Equipment	\$ 35.00	52	\$ 1,820.00
Subtotal				\$ 9,308.00
Aggregate Quality and Concrete Testing				
Sieve Analysis	Lab Test	\$ 300.00	5	\$ 1,500.00
Maximum Theoretical Density (Asphalt Pavement)	Lab Test	\$ 180.00	1	\$ 180.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	\$ 350.00	3	\$ 1,050.00
permeability	Lab Test	\$ 300.00	1	\$ 300.00
Porosity	Lab Test	\$ 300.00	1	\$ 300.00
Durability	Lab Test	\$ 225.00	1	\$ 700.00
LA Rattler	Lab Test	\$ 350.00	1	\$ 1,600.00
Subtotal				\$ 5,630.00
Foundation Observation				
Foundation Observation- Retaining Wall Footings or Piers	Staff Engineer	\$ 160.00	12	\$ 1,920.00
Vehicle	Equipment	\$ 15.00	12	\$ 180.00
Subtotal				\$ 2,100.00
Admin and Project Management				
Principal Engineer (GEOR), project management and consultation, RFI response	Engineer	\$ 220.00	8	\$ 1,760.00
Engineering Final Letter (including DSA 293)	Engineer	\$ 700.00	1	\$ 700.00
Subtotal				\$ 2,460.00
Total Construction-Phase T&M Budget:				\$ 19,498.00

- 1) Field Time will be charged on 2,4, and 8 hour minimums and 1 hour increments for overtime.
- 2) This hourly rates are valid through May 31, 2026. A cost acceleration of 4% will be applied annually thereafter.
- 3) The hourly rates provided in this estimate assume that the work is prevailing wage work in accordance with
- 4) Overtime costs will be charged at a rate of 1.5X base rate and double time costs will be charged at 2X base rate
- 5)full time observation is assumed to be 6.5 hours on site and 1.5 hours of RT travel time each day due to gauge storage restrictions for soils testing. Overtime will be charged if 8 hours on-site is required.

TOTAL PROPOSED FEES:

Total Base Fee, Study through Construction:	\$ 39,498.00
10% Contingency:	\$ 3,949.80
Not-to-Exceed Total Fee:	\$ 43,447.80

2.5.2 FEE SCHEDULE

As discussed in Section 2.5.1, we propose to provide our services for Work Scope Items 2.3.1 through 2.3.5 (i.e., Geotechnical Engineering/Geohazard Study or Geotechnical Engineering Update) on a Lump Sum basis. For our Supplemental engineering services (Item 2.3.6) and construction-phase services, we will provide these services on a Time and Materials (T&M) basis per the attached Fee Schedule, the rates of which would apply for all covered services through May 31, 2026, which we expect will cover the duration of the project.

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

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:


1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as President *[insert "owner" or officer title]* of Geo-Engineering Solutions, Inc
[insert name of business entity], have read the foregoing and agree that Geo-Engineering Solutions, Inc
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 11/03/2025

Name: Eric Swenson

Signature: 

Title: President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Geo-Engineering Solutions, Inc
Date of Entity's Contract with District: 11/03/2025
Scope of Entity's Contract with District: Geotechnical Engineering Services

I, Eric Swenson [insert name], am the President [insert "owner" or officer title] for Geo-Engineering Solutions, Inc [insert name of business entity] ("Entity"), which entered a contract on 11/03, 2025, with the District for Geotechnical Engineering Services

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

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

Date: 11/03, 2025

Signature: 

Typed Name: Eric Swenson

Title: President

Entity: Geo-Engineering Solutions, Inc

Memorandum:

Date: 10/13/2025

To: Shivani More

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

From: Tiffany Knuckles

Subject: LBU Memo - Project #25026 - Calvin Simmons - Turf Field Replacement - UFSA Life Academy Project (Geotech Consultant Services)

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

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

Project: 25026 **Project Site(s):** Calvin Simmons

Name: Turf Field Replacement - UFSA Life Academy Project (Geotech Consultant Services)

Analysis:

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

LBU Recommendation:

EXEMPT (Threshold)

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

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2025

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 Trucordia Insurance Services, LLC 220 West 20th Avenue San Mateo CA 94403	CONTACT NAME: Jackie Flores PHONE (A/C, No, Ext): 805-981-9585 E-MAIL ADDRESS: jackie.flores@trucordia.com	FAX (A/C, No): 650-378-4361
INSURED Geo-Engineering Solutions Inc. 2570 San Ramon Valley Bl #A102 San Ramon CA 94583	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Prop Cas Co of Amer INSURER B : Travelers Property Casualty Company of America INSURER C : Employers Preferred Insurance Company INSURER D : Houston Casualty Company INSURER E : Travelers Ind Co of CT INSURER F :	NAIC # 25674 25674 10346 42374 25682

COVERAGES**CERTIFICATE NUMBER:** 365268284**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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6803N3147032547	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA9P9391682547	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7N9175542547	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 <input type="checkbox"/>	N/A	EIG500585203	7/1/2025	7/1/2026	<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
D A	Profess Liab Claims Made Retention \$35,000 Bus. Pers. Prop			HCC2425753 6803N3147032547	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Per Claim \$2,000,000 Total of all Claims \$2,000,000 Ded \$1,000 157,500

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

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

Pollution Legal Liability arising from Professional Services coverage included under professional liability policy - Claims made.

Excess/Umbrella Liability is following form of the underlying General Liability, Auto Liability and Employer's Liability policies ONLY.
RE: Project #187-1816

Oakland Unified School District is included as additional insured with regard to General Liability and Auto Liability when required by written contract per the See Attached...

CERTIFICATE HOLDER**CANCELLATION**Oakland Unified School District
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Trucordia Insurance Services, LLC		NAMED INSURED Geo-Engineering Solutions Inc. 2570 San Ramon Valley Bl #A102 San Ramon CA 94583
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

attached endorsements. This insurance is Primary and Non-Contributory, and Waivers of Subrogation apply to General Liability, Auto Liability and Workers Compensation when required by written contract per the attached endorsements.

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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Calvin Simmons Turf Field Replacement - UFSA Life Academy Project	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	Geo-Engineering Solutions, Inc.	Agency's Contact		Eric Swenson			
OUSD Vendor ID #		Title		Principal			
Street Address	2570 San Ramon Valley Blvd., Ste. A102	City	San Ramon	State	CA	Zip	94583
Telephone	925-433-0450	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	25026						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-11-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-12-2026
		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)	\$43,447.80
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


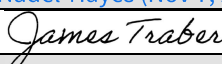

Budget Information

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	210-9657-0-9000-8500-628-335-9180-9906-9999-25056	6289	\$43,447.80

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature 	Date Approved			
2.	Counsel Department of Facilities Planning and Management				
	Signature 	Date Approved	11/4/2025		
	Chief Systems & Services Officer				
3.	Signature 	Date Approved	11/09/2025		
	Chief Financial Officer (Nov 9, 2025 15:47:01 PST)				
4.	Signature	Date Approved			
	President, Board of Education				

5.	Signature	Date Approved	
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