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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer, Division of Facilities Planning and Management *LGD*

Board Meeting Date May 24, 2023

Subject Agreement for Engineering Services – Atlas Technical Consultants, LLC - Santa Fe Campus California Children’s Services Program Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of an Agreement for Engineering Services by and between the District and Atlas Technical Consultants, LLC, Oakland, California, for the latter to provide geotechnical engineering and observation services to include engineering study and geological hazards reports, sampling and soil testing, for the Santa Fe Campus California Children’s Services Program Project, in the not-to-exceed amount of \$27,885.00, which includes a not-to-exceed amount of \$2,535.00 for Additional Services, with work scheduled to commence on May 25, 2023, and scheduled to end December 31, 2024, pursuant to the Agreement.

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) 100.00%

Recommendation Approval by the Board of Education of an Agreement for Engineering Services by and between the District and Atlas Technical Consultants, LLC, Oakland, California, for the latter to provide geotechnical engineering and observation services to include engineering study and geological hazards reports, sampling and soil testing, for the Santa Fe Campus California Children’s Services Program Project, in the not-to-exceed amount of \$27,885.00, which includes a not-to-exceed amount of \$2,535.00 for Additional Services, with work scheduled to commence on May 25, 2023, and scheduled to end December 31, 2024, pursuant to the Agreement.

Fiscal Impact Fund 40 Special Reserve Funds for Capital Outlay Projects

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. 23-1140

Department: Facilities Planning and Management

Vendor Name: Atlas Technical Consultants, LLC

Project Name: Santa Fe Campus California Children’s Services Program **Project No.:** 21115

Contract Term: Intended Start: May 25, 2023 Intended End: December 31, 2024

Total Cost Over Contract Term: \$27, 885.00

Approved by: Kenya Chatman

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?

Atlas Technical Consultants, LLC. was chosen based on the RFP based on demonstrated competence, professional qualification, expertise, and experience with similar projects they completed in the past for the District.

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

Atlas Technical Consultants, LLC to provide geotechnical engineering and observation services to include engineering study and geological hazards reports, sampling and soil testing in accordance with Division of the State Architect requirements for the Santa Fe Campus California Children’s Services Program Project.

Was this contract competitively bid? Check box for “Yes” (If “No,” leave box unchecked)

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

The district received proposals through an RFQ/P process, which includes review/scoring of proposals. Atlas Technical Consultants, LLC., has done and is currently working for the District. Based on expertise with this particular type of work, the District found that the Consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

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:

- Consultant is providing geotechnical engineering services associated with the Santa Fe California Children’s Services (CCS) Project.

AGREEMENT
FOR
ENGINEERING SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
ATLAS TECHNICAL CONSULTANTS, LLC
FOR THE
SANTA FE CALIFORNIA CHILDREN'S SERVICES (CCS) PROGRAM PROJECT

May 25, 2023

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

Agreement for Engineering Services – Atlas Technical Consultants, LLC – Santa Fe California Children's Services
Project - \$27,885.00

{SR801546}

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**AGREEMENT
FOR
ENGINEERING SERVICES**

This agreement for engineering services (“Agreement”) is between the Oakland Unified School District, a California public school district (the “District”), and ATLAS TECHNICAL CONSULTANTS, LLC. (the “Engineer”), with respect to the following recitals:

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

The Parties therefore agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

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

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

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

1.6 **District.** “District” shall mean Oakland Unified School District, and its governing board members, employees, agents and authorized representatives.

1.7 **Engineer.** “Engineer” shall mean Atlas Technical Consultants, LLC, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

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

1.9 [Not Used.]

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

ARTICLE 2 RETENTION OF ENGINEER; STANDARD OF CARE

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

ARTICLE 3 DESCRIPTION OF PROJECT

3.1 The Project concerning which such engineering services shall be provided is described as Santa Fe California Children’s Service (CS) Program to provide geotechnical and geohazards services.

ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Engineer shall be compensated according to its hourly rate schedule (Section 4.8, below). Engineer's total compensation for its Basic Services shall not exceed **TWENTY-FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO/100 (\$25,350.00)**, which is Engineer's estimate of the maximum total cost of its Basic Services on the Project, based on its March 17, 2023, fee estimate. However, Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for Additional Services if provided by Engineer under Article 6, and Engineer's total contingency compensation for Additional Services shall not exceed **TWO THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS AND NO/100 (\$2,535.00)**. However, Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

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

4.3.2 Engineer shall be reimbursed by District for its Reimbursable Expenses on the Project. Engineer's total reimbursement for Reimbursable Expenses shall not exceed **ZERO DOLLARS AND NO/100 (\$0)**, which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above

is **TWENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND NO/100 (\$27,885.00)**. For services satisfactorily performed, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Engineer's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Engineer's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute and, upon Engineer's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

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

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

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

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

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

ARTICLE 5 BASIC SERVICES TO BE RENDERED BY ENGINEER

5.1 General

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

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

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

5.2 Consultants

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

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

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

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

5.3 Performance of Services.

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

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

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

5.3.4 The Engineer shall make such regular reports as shall be required by agencies having jurisdiction over the Project. When construction is properly completed, Engineer shall provide

such certification as to Hazardous Substances as may be required of engineers for such projects by the OPSC.

5.3.5 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Engineer shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Engineer agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Engineer which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Engineer, and after such termination, District may pursue claims, lawsuits or other proceedings against Engineer.

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

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

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

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

in good faith to resolve the dispute. If mediation fails, then either District or Engineer can initiate a court action to resolve the dispute.

ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER

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

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

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

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

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

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

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

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

Agreement for Engineering Services – Atlas Technical Consultants, LLC – Santa Fe California Children’s Services Project - \$27,885.00

- 7.1 pay all fees required by any reviewing or licensing agency;
- 7.2 designate a representative authorized to act as a liaison between the Engineer and the District in the administration of this Agreement and the Contract Documents;
- 7.3 review all documents submitted by the Engineer and advise the Engineer of decisions thereon within a reasonable time after submission;
- 7.4 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer;
- 7.5 furnish the services of consultants not routinely provided by the Engineer when such services are reasonably required by the scope of the Project and are requested by the Engineer;
- 7.6 provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.7 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and the District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.8 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

insured on all such policies.

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

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

8.4 Should any of the required insurance be provided under a claims-made form, Engineer shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.

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

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

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

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

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

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

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

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

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

9.2 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Engineer's services, if Engineer ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Engineer shall furnish such satisfactory proof of

insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

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

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

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

10.4 Should any of the required insurance be provided under a claims-made form, Engineer shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.

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

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

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

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

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

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

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

ARTICLE 11 COMPLIANCE WITH LAWS

11.1 Engineer shall be familiar with, and Engineer and Engineer's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12 TERMINATION OF AGREEMENT

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

For any material breach of contract by the Engineer, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Engineer. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than four-

teen days (14) after delivery of the notice by which the Engineer must cure such breach. In response to such Notice, if the Engineer fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Engineer, which shall be effective upon such delivery. In such event, the Engineer shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all services necessary to complete the work in progress as of the date of the termination.

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

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

12.3 Miscellaneous Termination Provisions

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Engineer, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions

to this Project) under Education Code Section 17316. Engineer shall promptly make any such documents or materials available to the District upon request without additional compensation.

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

ARTICLE 13 ENGINEER AN INDEPENDENT CONTRACTOR

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

ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS

[Not Used.]

ARTICLE 15 OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

15.2 The Engineer will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data

magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Engineer's files for a period of no less than fifteen (15) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

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

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

16.3 Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Engineer or its consultants prepares or causes to be prepared under this Agreement. **Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Engineer's negligence, recklessness or willful misconduct.** The Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression,

including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer and provided to Engineer by the District.

ARTICLE 17 ACCOUNTING RECORDS OF ENGINEER

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

ARTICLE 18 INDEMNITY

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

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

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

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

This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation

upon the amount of the indemnification to be provided by the Engineer.

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

ARTICLE 19 TIME SCHEDULE

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

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

ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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

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

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Kenya Chatman, Executive Director

Engineer: Atlas Technical Consultants, LLC
534 23rd Street
Oakland, California, 94606
Attention: Corey Dare, Project Engineer

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

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

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

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

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Engineer, by the execution of this Agreement, acknowledges that the Engineer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

20.11 If a party to this Agreement commences a legal action against the other party to enforce a

provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

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

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

Engineer further agrees and acknowledges that if at any time during the Term of this Agreement Engineer learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Engineer adds personnel who will provide Services under this Agreement, Engineer shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

20.14 Prior to performing any Services, Engineer shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to a roof project certification (Public Contract Code §3006), disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11), and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Engineer shall use the District's versions of these forms, which the District shall make available upon request.

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

* * * * *

**DISTRICT:
OUSD**



5/25/2023

Mike Hutchinson, President,
Board of Education

Date



5/25/2023

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

Date



Lisa Grant-Dawson, Chief Business Officer,
Facilities Planning and Management

Date

Approved As to Form



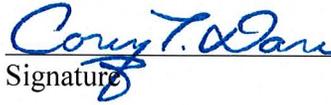
5/3/23

OUSD Facilities Legal Counsel

Date

ENGINEER:

ATLAS TECHNICAL CONSULTANTS, LLC



Signature

Principal Geotechnical Engineer
Title

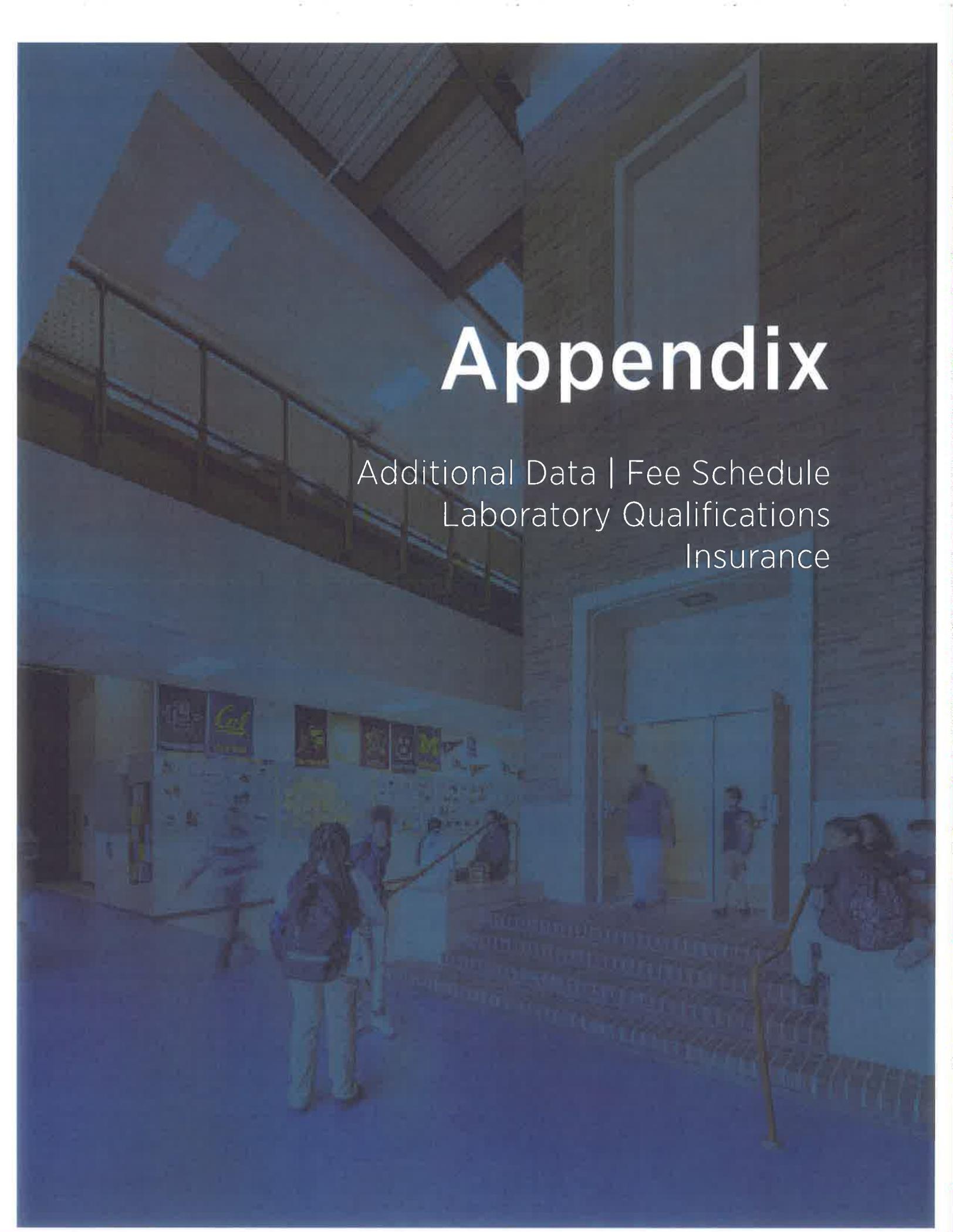
April 18, 2023

Date

Exhibit A
RATE SCHEDULE

Agreement for Engineering Services – Atlas Technical Consultants, LLC – Santa Fe California Children’s Services
Project - \$27,885.00

{SR801546}

A blue-tinted photograph of a modern building interior. The scene shows a staircase with a wooden handrail and a glass railing. Several people are visible, including a person with a backpack in the foreground and others near the stairs. The building has a high ceiling with exposed wooden beams and a balcony area with a glass railing. The overall atmosphere is clean and contemporary.

Appendix

Additional Data | Fee Schedule
Laboratory Qualifications
Insurance

APPENDIX | ADDITIONAL DATA

FEE SCHEDULE



FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Effective: March 1, 2023 Through December 31, 2023

PERSONNEL	UNIT RATE	UNIT
Principal Engineer/Geologist	\$ 225.00	hour
Senior Engineer/Geologist/Registered Geotechnical Engineer	\$ 200.00	hour
Project Engineer/Geologist	\$ 180.00	hour
Staff Engineer/Geologist	\$ 160.00	hour
Assistant Engineer	\$ 130.00	hour
Technician Supervisor	\$ 130.00	hour
Field Technician (Prevailing Wage)	\$ 130.00	hour
Field Technician (Non-Prevailing Wage)	\$ 115.00	hour
Laboratory Technician	\$ 100.00	hour
Assistant Technician/Inspector	\$ 100.00	hour
Drafting/Technical Illustrator	\$ 105.00	hour
Administrative	\$ 95.00	hour
Nuclear Gauge	\$ 9.00	hour
Vehicle & Communication Equipment Charge	\$ 10.00	hour
SOIL AND BASE MATERIALS	UNIT RATE	UNIT
Moisture and Density Relationships		
Compaction, Standard Proctor, ASTM D698	\$ 330.00	each
Compaction, Modified Proctor, ASTM D1557	\$ 350.00	each
Compaction, Checkpoint, ASTM D1557	\$ 180.00	each
Compaction, California Impact, CT216	\$ 335.00	each
Moisture/Density, Sample Tubes, ASTM D2216/D2937	\$ 35.00	each
Moisture Content, Bulk Sample, ASTM D2216	\$ 25.00	each
Moisture/Density, to 2.5" diameter sample, ASTM 7263b	\$ 35.00	each
Particle Size Analysis		
Sieve Analysis w/ #200 Wash, ASTM D6913, D1140	\$ 120.00	each
Sieve Analysis/Hydrometer, ASTM D6913, D7928	\$ 282.00	each
Hydrometer, ASTM D7928	\$ 177.00	each
Minus #200 by Wash, ASTM D1140	\$ 105.00	each
Sieve Analysis, Bulk Sample Gradation, ASTM C136/CT202	\$ 215.00	each
Soil Characteristics		
Atterberg Limits (Plasticity Index), ASTM D4318 / CT204	\$ 230.00	each
Soil Classification, ASTM D2487	\$ 375.00	each
Specific Gravity, D854	\$ 115.00	each
Permeability of Granular Soils (Constant Head) ASTM D2434	\$ 440.00	each
Permeability, Flexible Wall, Cohesive Soil, ASTM D5084	Quotation upon request	
Permeability, Rigid Piston Driven, Cohesive Soil, ASTM 5856	Quotation upon request	

2001 Crow Canyon Road, Suite 210 | San Ramon, CA 94583
925.314.7100 | oneatlas.com

APPENDIX | ADDITIONAL DATA

FEE SCHEDULE

Volume Change

Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	\$ 485.00	each
Consolidation, Method A Constant Load, per load increment, ASTM D2435	\$ 65.00	each
Consolidation, Method B Timed per load increment, ASTM D2435	\$ 550.00	each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method B	\$ 445.00	each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C	\$ 500.00	each
Collapse Potential, ASTM D5333	\$ 225.00	each
Expansion Index Test (ASTM D4829)	\$ 540.00	each
Expansion, Shrinkage, and Uplift Pressure, ASTM D3877	\$ 420.00	each

Soil Strength

Direct Shear, 3 points, Unconsolidated-Undrained, Q-test, ASTM D3080	\$ 380.00	each
Direct Shear, additional points, Unconsolidated-Undrained, Q-test	\$ 130.00	each
Direct Shear, 3 points, Consolidated-Undrained, R-Test	\$ 380.00	each
Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	\$ 900.00	each
Direct Shear, 3 points, Residual, ASTM D6467	\$ 880.00	each
Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	\$ 385.00	each
Unconfined Compressive Strength, ASTM D2166	\$ 100.00	each
Unconfined Compressive Strength (lime or cement treated), CT373	\$ 440.00	each
Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	\$ 200.00	each

Corrosivity

Water Soluble Sulfate, ASTM D4327	\$ 74.00	each
pH, ASTM 4972	\$ 48.00	each
Lab Resistivity	\$ 98.00	each
Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	\$ 395.00	each
Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	\$ 350.00	each

MISCELLANEOUS GEOTECHNICAL CHARGES

	UNIT RATE	UNIT
All Other Direct Project Expenses (such as contract drilling and backhoe services, utility location, outside geotechnical or analytical laboratory, special equipment rental, commercial travel, parking, tolls, protective clothing, shipping, etc.) not listed below	Cost + 15%	
Coring Machine	\$ 30.00	hour
Drone Rental	\$ 160.00	day
Double-Ring Infiltrometer	\$ 40.00	hour
Generator (portable)	\$ 20.00	hour
GPS (handheld portable)	\$ 10.00	hour
Hand Auger and Soil Sampler	\$ 18.00	hour

APPENDIX | ADDITIONAL DATA

FEE SCHEDULE

Photo-Ionization Detector	\$ 15.00	hour
Portable Exploration Equipment (Percussion)	\$ 60.00	hour
Tripod Sampling Apparatus	\$ 230.00	hour
Water Level Meter	\$ 35.00	day
BASIS OF CHARGES	UNIT RATE	UNIT
Work Over 8 Hours per Day, or on Saturdays		Time and One-Half
Work Over 12 Hours		Double Time
Work on Sundays/Holidays		Double Time
Swing or Graveyard Shift Premium	\$ 15.00	hour
Work from 0 to 4 Hours (technician services only)		4-Hour Minimum Billing
Work from 4 to 8 Hours (technician services only)		8-Hour Minimum Billing
Show-Up Time		2-Hour Minimum Billing
Sample Pick-Up	\$ 130.00	hour
Trip Labor Charge (Round Trip Portal to Portal up to 100 miles where onsite only labor charge applies)	\$ 150.00	trip
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Credit Card Payment Fee		2.5% Premium
Reimbursables		Cost + 15%
QA/QC Plan Written Procedures		Quotation on Request
Mileage (alternative to hourly vehicle charge)	\$0.85 per mile	(RT portal to portal)

APPENDIX | ADDITIONAL DATA

LABORATORY QUALIFICATIONS



Laboratory Qualifications

Laboratory Name: Atlas Technical Consultants LLC

Address: 534 23rd Avenue

Zip: 94606

City: Oakland

Phone: (510) 436-7626

Acceptance/Renewal Date: 04/29/2019

Engineering Manager (EM): Corey Dare

Email: corey.dare@oneatlas.com

Laboratory Supervisor(s): Corey Dare

Expiration Date: 04/29/2023

NDT Level III Administrator:

Field Supervisor(s): Corey Dare

Structural Test Qualifications

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Soils | <input type="checkbox"/> Concrete | <input type="checkbox"/> Structural Steel |
| <input type="checkbox"/> Aggregates | <input type="checkbox"/> Shotcrete | <input type="checkbox"/> High Strength Bolts |
| <input type="checkbox"/> Reinforcing Steel | <input type="checkbox"/> Structural Masonry | <input type="checkbox"/> Non Destructive (NDT) |
| <input type="checkbox"/> Post Installed Anchors | <input type="checkbox"/> Other | |

Special Inspection Qualifications

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Earthwork | <input type="checkbox"/> Shotcrete | <input type="checkbox"/> High Strength Bolting |
| <input type="checkbox"/> Reinforced Concrete | <input type="checkbox"/> Structural Masonry | <input type="checkbox"/> Spray-Applied Fireproofing |
| <input type="checkbox"/> Prestressed Concrete | <input type="checkbox"/> Structural Welding | <input type="checkbox"/> Batch Plant (Continuous) |
| <input type="checkbox"/> Post Installed Anchors | <input type="checkbox"/> Other | |

DGS Links

- [DGS Home](#)
- [DSA Home](#)
- [DSA News](#)

Exhibit B

PROJECT SCHEDULE

Contract Term: Intended Start: May 25, 2023
Intendent End: December 31, 2024

Exhibit C

SCOPE OF SERVICES



STATEMENT OF QUALIFICATIONS AND
AND FEE PROPOSAL FOR
**GEOTECHNICAL AND GEOHAZARD
CONSULTING SERVICES**
SANTA FE CAMPUS

17 March 2023

SUBMITTED BY:

ATLAS TECHNICAL CONSULTANTS

Corey T. Dare, PE, GE | Principal Geotechnical Engineer
(925) 580-7343
Corey.Dare@oneatlas.com

SUBMITTED TO:

OAKLAND UNIFIED SCHOOL DISTRICT

Kenya Chatman | Executive Facilities Director
Department of Facilities Planning & Management
955 High Street | Oakland, CA 94601

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NOT INCLUDED
IN PAGE COUNT

2.1 | LETTER OF INTEREST



CONTACT INFORMATION FOR THE FIRM:

534 23rd Avenue
Oakland, CA 94606

P (510) 436-7626

F (510) 436-7699

DIR # 1000595408

LEA # 311

www.oneatlas.com

March 17, 2023

KENYA CHATMAN | EXECUTIVE FACILITIES DIRECTOR
OAKLAND UNIFIED SCHOOL DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND MANAGEMENT
955 HIGH STREET
OAKLAND, CA 94601

**SUBJECT: Statement of Qualifications and Fee Proposal for
Geotechnical and Geohazard Consulting Services for
Santa Fe Campus
Oakland Unified School District**

Dear Ms. Chatman:

Atlas Technical Consultants LLC enthusiastically responds to your Request for Qualifications and Fee Proposal (RFQ/P Packet) for performing geotechnical and geohazard consulting services for the placement of permanent portables at Santa Fe Campus ("Project"). Atlas, with an office and laboratory located near the District's headquarters, meets the District's RFQ/P's requirement for mandatory 50% Local Business Utilization.

With approximately **25% of our local geotechnical work being performed on DSA K-12 projects, including many projects performed for the District over recent years**, we are experts at understanding the requirements of both DSA and CGS. We also understand that the District relies on consultants to provide cost effective and creative solutions to extend your facilities and learning dollars.

Mr. Corey T. Dare, PE, GE, who has managed geotechnical school projects on behalf of Atlas over the past 10 years, will serve as the District's main point of contact and geotechnical project manager in charge of technical matters. Corey has over 25 years of experience in the design and construction of educational facilities working within DSA/OSHPD jurisdictional projects, including multiple past projects for the District. His experience ranges from being the field engineer for the construction of small school projects to being the responsible Geotechnical Engineer of Record over a span of over 25 years.

Company-wide, Atlas employs more than 3,500 staff, and we have access to over **350 local professionals and technical/administrative personnel** including Registered Civil and Geotechnical Engineers, Professional Geologists, Certified Engineering Geologists, Soils Testing and Inspection Technicians, Project Managers and administrative personnel. We believe our qualifications will show that Atlas is the best suited geotechnical consultant to the District for this project for the following reasons:

- Atlas has extensive K-12 experience with the District as well as many similar local and regional districts and knows how to meet the DSA and CGS requirements for geotechnical consulting services in an efficient and cost-effective manner.



BY THE NUMBERS

ATCX

NASDAQ

3,500

staff
nationwide

150+

offices



states

approx.

\$500

million
in revenue

2.1 | LETTER OF INTEREST

- Atlas is a full-service provider from design inception through construction. Atlas participates in the DSA Laboratory Evaluation and Acceptance (LEA #311) program and can provide efficient and cost-effective geotechnical services from beginning to end.
- Atlas and project team has an established relationship with the District providing various geotechnical and geohazard consulting services since 2003 (as Atlas and local predecessor companies).

I, Corey Dare, am authorized to submit our proposal on behalf of Atlas. Our contact information can be found at the top of our letterhead.

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

Atlas 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.

We thank you for the opportunity to provide our proposal to the District and look forward to discussing your needs in person.

Very Respectfully,

ATLAS TECHNICAL CONSULTANTS LLC

Corey T. Dare, PE, GE

Operations Manager, Northern California Geotechnical Group

CTD/aw

2.2 | FIRM INFORMATION



2.2.1 Executive Summary

APPROACH & SUMMARY OF QUALIFICATIONS

Atlas' engineering staff is highly proficient in providing geotechnical services for California public K-12 educational facilities in accordance with relevant California Code (Title 24) and California Department of Education (CDE) requirements. As such, Atlas is keenly interested in providing geotechnical and geohazard consulting services for the Santa Fe Campus project and are submitting herein a detailed fee proposal to perform the work, as included herein.

The performance of Geotechnical Engineering, Engineering Geology, and Environmental Consulting services for public K-12 schools in California is regulated by the Division of the State Architect (DSA). This department in turn relies on the California Geological Survey (CGS) to assist in the technical review of geotechnical work. Atlas is very familiar with the requirements of these state agencies and we have developed professional relationships with these organizations to better assist our clients with the processing of their projects. Our services will be provided where applicable to comply with the requirements of Note 48 of the CGS which specifies the required engineering geology and geotechnical engineering services for Schools and Hospitals.

Atlas is very active in the school construction industry throughout all of California. We have worked for some of the largest and smallest school districts in California, including K-12 and community college districts. Atlas is also highly experienced with K-12 educational construction which falls under the oversight of DSA and our Laboratory Evaluation and Acceptance (LEA) registration (LEA #311). Our DSA-related experience includes all types of facilities including New School Campus projects; Classroom Construction; New Athletic Fields; Aquatic Centers; Site

Development and Accessibility; Relocatable and Modular School Buildings, including many projects performed over the years for the District.

We understand the need for cost effective engineering solutions which will meet the combined requirements of DSA as well as our client's budget. Further, we have taken many projects into construction and understand the construction documentation and quality control requirements of DSA. We effectively manage the review and approval process of construction observation and testing using our own technology tools including tablet computing data acquisition in combination with DSA's Box on-line document management. From project inception through DSA closeout, you will not find a geotechnical engineering firm with more DSA experience than the Atlas Team.

KEY ATTRIBUTES

The following are specific attributes of which we believe few firms under consideration can offer:

- ▶ Atlas has national and local staff of over 3,500 staff, and we have access to over 350 local professionals and technical/administrative personnel with available engineering staff resources allowing us to provide the depth of resources to handle projects of this scope and magnitude.
- ▶ Atlas' geotechnical testing laboratory is centrally located near the Oakland Airport, and collaborates as needed with the local laboratory of Consolidated Engineering Laboratories (CEL), which is a state-of-the-art 24,000 SF facility certified by Caltrans, the Division of the State Architect, HCAI, and the Army Corp of Engineers. Both the Atlas and CEL laboratories are inspected and accredited by AASHTO and AMRL.

2.2 | FIRM INFORMATION



Firm Name & Address:

Atlas Technical Consultants LLC
534 23rd Avenue | Oakland, CA 94606

Telephone & Fax:

(510) 436-7626 / (510) 436-7699

Years in Business:

5 years as Atlas;
10 years as Geosphere Consultants

Tax ID:

82-2810953

Firm Type:

Limited Liability Company (LLC)

Designated Principal & Professional License

Mr. Corey T. Dare, PE, GE | Principal Geotechnical Engineer
(925) 314-7123 | corey.dare@oneatlas.com
Professional Civil Engineer, CA#32948
Geotechnical Engineer, CA#2013

DSA/LEA:

311

DIR Registration:

1000595403

Other Licenses:

Joel Baldwin | Certified Engineering Geologist
Registered Engineering Geologist, CA#1132
Registered Geologist, CA#3272

Established locally in 1975, Atlas was formerly known locally as Engineering & Testing Services including companies as Consolidated Engineering Laboratories (CEL) and Geosphere Consultants before being purchased by Atlas in 2017. Atlas is a national leader in providing quality geotechnical engineering, materials testing, and construction inspection services across the United States. With our local engineering office in San Ramon and a full-service engineering and testing laboratory in Oakland, California, Atlas has significant resources and capabilities both locally and nationally, and more than adequate resources to meet all of the District's geotechnical needs. All of our employees operate within the following core values: safety,

integrity, honesty, teamwork, education, quality and financial stability. These core values are demonstrated throughout our company and are realized through the professionalism and quality of service our clients receive on a daily basis.

GEOTECHNICAL SERVICES

Atlas' Northern California Geotechnical Group (ex-CEL affiliate Geosphere Consultants, Inc.) employs 15 total staff with expertise in geotechnical engineering, engineering geology, including landslide evaluation and repair; soil analytical sampling and testing, geotechnical laboratory testing, and geotechnical foundation field observation. Atlas functions as a team of professionals and has multi-disciplined staff locally and regionally to provide your projects with certified specialists who have the talent, expertise, and experience needed to provide "high quality" services for the Santa Fe Campus project.

DSA LABORATORY

Atlas' Oakland Laboratory is located within the same facility as CEL's state-of-the-art 24,000 SF facility which is certified by:

- Division of the State Architect (DSA);
- California Department of Transportation (Caltrans);
- Healthcare Access and Information (HCAI); and
- The US Army Corps of Engineers (USACOE).

We are also inspected and accredited by AASHTO and AMRL. Our AASHTO accreditation includes the following standards; ASTM E329, C1077, D3666 and D3740.

Should a project require it, we have the capability to quickly set up and acquire certification for an on-site mobile laboratory capable of providing materials testing services for the bulk of the anticipated project requirements, including ASTM and Caltrans test methods for soils, asphaltic concrete and Portland cement concrete. We have included a copy of our laboratory LEA certification in our [Appendix: Additional Data](#) section.

2.2 | FIRM INFORMATION

2.2.2 Scope of Work

Based on your requested scope of work as described in the RFP, we understand your requested services consist of providing geotechnical and geohazard consulting services associated with the placement of permanent portables at Santa Fe Campus. Specifically, our services would include the preparation of a geotechnical engineering and geohazard study report, consultations during project design, and geotechnical engineering and testing services during construction. Our design-phase services, including preparation of the geotechnical and geohazard report, would be provided in accordance with Title 24 requirements, including the most recent Note 48 requirements of the California Geological Survey (CGS), as enforced by the Division of the State Architect (DSA). Construction-phase services would be provided in accordance with DSA requirements for providing field and laboratory testing services, including DSA LEA certification to perform the work through Atlas' LEA #311.

GEOTECHNICAL ENGINEERING/GEOLOGY & GEOLOGIC HAZARDS STUDY

The Geotechnical and Geohazards Study will meet Title 24 requirements, including the most recent Note 48 CGS requirements for geohazard studies, as enforced by DSA. These requirements include drilling a minimum of two borings representing each structure and at least one boring for every 5,000 sf of building footprint. As requested, we propose to provide three (3) test borings and three (3) cone penetration tests (CPTs) to explore the subsurface conditions at the site. The site is located within a State of California Seismic Hazard Zone for required liquefaction evaluation. Additionally, the school site is not located near an Alquist-Priolo Earthquake Fault zone. The services to be provided for our study include the following:

2.3.6.1 PRELIMINARY FIELD ACTIVITIES

Review available geotechnical and geologic literature for the site.

- Coordinate access and meet with school and District personnel to submit risk management methods and a project specific safety plan to protect workers and the public as well as the school children and staff.
- Mark the locations of the subsurface explorations at the site and contact Underground Service Alert.
- Utilize an underground utility locating subcontractor to define/clear the boring locations of existing buried

utilities, as appropriate and contact Underground Service Alert-North (USA).

- Contact Underground Service Alert-North (USA) per subsurface exploration guidelines.
- Obtain a drilling permit from Alameda County Public Works Agency for the soil borings and CPTs.
- Perform a geologic site reconnaissance by a California-registered Certified Engineering Geologist (CEG).

2.3.6.2 FIELD EXPLORATION

- The field exploration program will consist of drilling three borings to a maximum depth of 30 feet. The borings would be drilled by a truck-mounted drill rig equipped with hollow/solid stem augers. Three CPTs would also be performed to a maximum depth of 100 feet.
- Sampling will occur in roughly five-foot intervals in the borings, with more frequent sampling within the uppermost 10 to 12 feet. The soil will be sampled with a Modified California sampler fitted with six-inch long inner brass liners or a Standard Penetration Test (SPT) split spoon sampler. The relatively undisturbed liner samples will be sealed and the SPT samples will be placed in plastic bags. The samplers will be driven 18 inches with a 140-pound hammer with an approximate 30-inch drop. Blow counts for the last foot will be logged as the penetration resistance. The blow counts from the SPT sampler will be utilized to determine subsurface soil characteristics for correlation with USCS soil types. Bulk soil samples may be obtained from the upper few feet of auger cuttings in the borings.
- Three CPTs will be performed across the school property with depths ranging from 30 to 100 feet. The CPTs will be used to evaluate potential liquefaction hazard and to obtain shear wave velocity data for seismic hazard analysis.
- If encountered, groundwater level at the completion of drilling will be recorded for the borings.
- Per permit requirements, the exploration points will be backfilled with cement grout. Excess boring drill cuttings will be spread out on-site, or off hauled at additional cost if no onsite disposal site is available. Additional costs would be charged on a time and materials basis to dispose of any contaminated cuttings encountered.

2.2 | FIRM INFORMATION

2.3.6.3 LABORATORY TESTING

- Several in-situ moisture and density tests will be performed on selected brass-tube liner samples.
- Up to two Sieve Analysis and/or Fines Content tests will be performed to help determine subsurface soil characteristics and help evaluate settlement susceptibility of subsurface granular soils, if encountered and applicable. Up to two Atterberg Limits tests may be performed to measure the plasticity and expansive potential of the near surface soil, assuming cohesive materials are encountered.
- Two triaxial compression tests and/or Direct Shear tests will be performed to measure soil strength parameters.
- One set of Corrosion tests will be performed as required by the 2022 California Building Code (CBC) and CGS Note 48 to help evaluate the corrosive potential of the subsurface soils on buried concrete and metal structures. This test would be performed if the optional geohazard study is selected by the District.

2.3.6.4 GEOLOGY AND GEOLOGIC HAZARDS

In accordance with the requirements of Title 24, DSA IR A-4.13 and the 2022 CBC, a Geohazards Study is also required for projects submitted for DSA review and acceptance where required as specified in DSA IR A-4.

Geologic hazard studies must satisfy requirements imposed by CGS Note 48. The Geohazards Study would include site plans, geology maps, soil series maps, geologic cross-sections, a fault map, a liquefaction susceptibility map, and a flood map. A California-registered Certified Engineering Geologist will perform a site reconnaissance of the property. Pertinent geologic maps, literature, and aerial photographs will also be reviewed by our engineering geologist. The local and regional geology and geologic hazards will be discussed.



2.3.6.5 REPORT PREPARATION

A combined design-level Geotechnical Engineering and Geologic Hazards Study report will be prepared and will contain a site plan showing boring locations, boring logs, subsurface cross-sections, laboratory test data, and a summary of site soil and groundwater conditions. 2022 Seismic Design Parameters will be provided assuming that Exception No. 2 will be taken by the project structural engineer as presented in ASCE 7-16, 11.4.8. An electronic (PDF) copy of a draft report will be submitted for your review if requested. Five hard copies, as well as a PDF copy of the final report will be provided.

The report will contain but not necessarily be limited to, the following information:

- Geotechnical considerations affecting site and building development, including shallow groundwater, undocumented fill materials; expansive soils, weak surficial soils, loose soils susceptible to dynamic settlement, and potentially liquefiable soils, or clay soils susceptible to cyclic softening, if encountered; and other seismic hazards such as ground shaking;
- Generalized preliminary corrosion evaluation;
- Site grading, including site preparation, drainage and sub-drainage, excavation, allowable engineered fill materials, including reuse of onsite soil materials as engineered fill; grading and fill compaction, and utility trench;
- Subgrade stability issues during construction;
- Discussion of feasible retrofit foundation support systems, as applicable;
- Specific foundation design recommendations for the buildings, including bearing or axial support capacities, minimum dimensions and embedment, and lateral load resistance (friction coefficient and passive pressures);
- Design of retaining and below-grade walls, including bearing and lateral earth pressures, and subdrainage;
- Design of interior and exterior floor slabs and slabs-on-grade and exterior flatwork, including subgrade preparation, moisture transmission issues through concrete slab floors, and need for slab underdrain systems;
- General shoring and temporary excavation slope recommendations, as appropriate;

2.2 | FIRM INFORMATION

- Estimates of potential post-seismic settlements due to liquefaction or dynamic settlement, and mitigation options as appropriate.

2.3.6.6 SUPPLEMENTAL ENGINEERING REVIEW, CONSULTATIONS AND MEETINGS

Consultation during design may be required to provide information to other engineers or architects on the design team. We will assist the District in submitting a Geohazard Report to the CGS if requested (fees for District submittal to CGS are not included in our scope and cost and should be paid for directly by the District, or the cost can be added on to our fees at a later date and billed as a reimbursable expense). We note that geohazard report submittal to CGS is typically handled by the project architect as part of their interactions with DSA and CGS. We will prepare responses to CGS comments and secure CGS' acceptance letter for submission to DSA. We will review geotechnical aspects of the project plans and calculations, as appropriate. We will also coordinate with the design team if we have any comments that need to be incorporated into the plans. We will prepare a letter confirming our review if such is required for Building Permit purposes. We will participate in client and design team meetings per your request. These services would be provided on a Time and Materials (T&M) basis.

2.3.6.7 CONSTRUCTION PHASE GEOTECHNICAL SERVICES

Our services during construction are expected to include, but not necessarily be limited to the following items:

- Project Manager/Engineer attendance at construction site meetings and site visits for geotechnical consultations, as requested.
- Sampling and laboratory testing of subgrade and fill materials (native and import). Laboratory testing is anticipated to include maximum density/optimum moisture (Modified Proctor compaction) testing (ASTM Test Method D1557).
- Observation and compaction testing using a nuclear gauge (ASTM Test Method D7759) during the cut/fill mass grading, preparation of subgrade and base layers to confirm the project minimum compaction requirements are met.
- Staff Engineer to observe footing and pier excavations to confirm proper dimension, depth, cleaning and the

nature of the supporting materials encountered in the excavations, per DSA requirements (if applicable).

- Observation and moisture/density testing using a nuclear gauge during slab-on-grade or flatwork subgrade preparation, as needed.
- Project coordination and engineer's review of Daily Field Reports (DFRs) prepared to document field observations and test results during construction.
- Prepare a Letter Report (optional) summarizing our observations and confirmation of suitable supporting foundation materials as well as DSA closeout form (DSA-293) at the completion of the project for submittal to the governing agency (signed by a registered Geotechnical Engineer).

2.3.6.8 SCHEDULE

Following our receipt of your Notice-to-Proceed (NTP), field exploration for our Geotechnical Study is anticipated to occur between two and three weeks after NTP depending on driller rig availability, also accounting for the Alameda County Public Works Agency minimum two-week processing time for geotechnical drilling permits.

Submittal of the geotechnical report is anticipated to be on the order of four to five weeks after the completion of field exploration. However, if needed, foundation design recommendations could be developed and transmitted to the project design team prior to completion and submittal of the final report. Additionally, we will make every effort to accommodate other adjustments to the proposed schedule to more closely meet the needs of the design team, if possible, subject to constraints regarding completion of field exploration and subsequent laboratory testing.

DSA 293
GEOTECHNICAL VERIFIED REPORT

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) websites.

This form shall be completed by the Responsible Geotechnical Engineer in accordance with the California Code of Regulations (CCR), Title 24, Part 9, Section 01322.0 and DSA Procedure #01-13.01 Construction Oversight Process. The completed form shall be submitted to the design professional in general responsible charge, DSA, the project inspector and the school board.

PROJECT INFORMATION

School District/Owner:	DSA File #
Project Name/Address:	DSA App. #
Date of Report:	Number of Attached Pages: (if none, enter zero)
Note that DSA approved construction documents, referred to below, are those portions of the construction documents, duly approved by the DSA, that contain information related to and affecting the Structural Safety, Fire and Life Safety and Accessibility portions of the project and include Item DSA 102, List of Required Structural Tests and Special Inspections	
List of suspension card numbers for which this verified report applies.	

COMPLETION REQUIREMENTS, D.S.A. # AND PROVIDE ALL REQUIRED DOCUMENTATION:

- NAME OF LABORATORY: _____ DSA # _____
- REASON FOR FILING THIS VERIFIED REPORT: (Check appropriate box)
 - Interim Verified Report: (Use official form DSA 102 Inspection Card Backlist Number! Refer to DSA Procedure 13.01 for additional information and instructions)
 - Final Verified Report: (Completion of geotechnical engineer's duties related to the DSA approved construction documents)
 - Construction work suspended for more than one month
 - Termination of geotechnical services prior to completion of field/inspection program
 - DSA Request Item
- SCOPE OF GEOTECHNICAL-RELATED TERMINATION/INSPECTION SERVICES: (Check all applicable boxes)
 - Engineered Fill Composite Fills Cast in Place Deep Foundations
 - Filling Excavations Driven Deep Foundations Retaining Walls/Conveyed Prestressing Walls
 - Pre-Stressed Rock/Fill Foundation Anchors Other: (Only as required in CCR, chapter 13A)

Submit completed form to the DSA Regional Office with construction oversight authority for this project.

DIVISION OF THE STATE ARCHITECT DEPARTMENT OF GENERAL SERVICES STATE OF CALIFORNIA

2.3 | LITIGATION

Atlas Technical Consultants LLC (Atlas), has not had any litigations arising from a project in the past five (5) years.

2.4 | PROFESSIONAL FEES

FEE PROPOSAL

The following table provides our estimated breakdown of the fees for this project, including the geotechnical and geohazards study (Phase PW) and subsequent Consultations phase (Phase A), including supplemental engineering review, response to CGS comments, consultations and meeting attendance. Since the scope of construction will be dependent on the final design plans and specifications for the project which has not yet been started, an initial estimate for construction-phase services is offered but could be revised at such time that such information becomes available.

In addition, per OUSD request, we have included a 10% contingency fee to our cost table presented below, included as a separate line item. The 10% contingency has been applied to all tasks and subtasks; i.e., Phase PW (Geotechnical and Geohazard Study), Phase PW (Optional Services) and Phase A (Consultations). Our Phase PW services, as typical with our previous projects with OUSD, are offered on a Lump Sum basis. Subsequent Phase A services will be provided on a Time and Materials (T&M) basis, to be billed in accordance with our attached Fee Schedule.

**SANTA FE CAMPUS
915 54th STREET, OAKLAND, CA 94608**

Scope Item	Amount	Fee Basis
Phase PW - Geotechnical Engineering Study and Geologic Hazards Report		
Coordinating, Planning and Permitting	\$1,400.00	
Alameda County Public Works Agency Permit/Inspection	\$300.00	
Utility Location-USA and Private Locating Contractor	\$800.00	
Drilling (Subcontractor, Prevailing Wage)	\$3,600.00	
Clean Soil Off-Haul	\$500.00	
Cone Penetration Testing (Half Day, Prevailing Wage)	\$3,900.00	
Staff Engineer (Field) (Prevailing Wage)	\$1,900.00	
Laboratory Testing	\$1,650.00	
GeoHazard Evaluation (CEG)	\$1,800.00	
Report Preparation	\$3,000.00	
TOTAL - GEOHAZARD REPORT AND GEOTECHNICAL REPORT	\$18,850.00	LUMP SUM
Phase A - Supplemental Consultation and Plan Review	\$1,500.00	T&M
Phase PWA - Geotechnical Services During Construction	\$5,000.00	T&M
10% Contingency Allowance (Per RFP request)	\$2,535.00	
TOTAL NTE BID	\$27,885.00	

FEE SCHEDULE

A copy of our current fee schedule presenting our hourly professional rates, along with laboratory and other related charges is attached in the [Appendix Section](#) of this submittal.

2.5 | ADDITIONAL DATA

Please see the **Appendix Section** of this submittal for Additional Data.

3 | LOCAL BUSINESS ENTERPRISE PROGRAM

Atlas notes the standard District requirement for at least 50% LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/ SLRBE) participation in this and other District projects. Atlas qualifies as LBE as certified by the Port of Oakland (Local Certification No. 9478-22) and by the Alameda County Transportation Commission (Local Business Enterprise Certification #ATL20220921-01). We also note that the District has waived the 25% SLBE/SLRBE requirement and has substituted a minimum 50% local business utilization requirement, which Atlas satisfies.

See our attached **Local Business Participation Worksheet** for details.





DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Santa Fe Campus California Child Services(CCS)	Site	150
---------------------	--	-------------	-----

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
-----------------------------	---

Contractor Information

Contractor Name	Atlas Technical Consultants, LLC	Agency's Contact	Chris Phillips				
OUSD Vendor ID #	001171	Title	Sr. VP				
Street Address	534 23 rd Avenue	City	Oakland	State	CA	Zip	94606
Telephone	925-314-7100	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 #	21115						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-25-2023	Date Work Will End By (not more than 5 years from start date: for construction contracts, enter planned completion date)	12-31-2024
		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)	\$27,885.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9940 9861	Fund 40	400-9940-0-9861-8500-6265-150-9180-1313-9999-21115	6265	\$27,885.00

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, Facilities Planning and Management				
	Signature	Date Approved	5-5-23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form	Date Approved	5/3/23		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	5/5/23		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			