

Board Office Use: Legislative File Info.	
File ID Number	24-3079
Introduction Date	1-22-2025
Enactment Number	24-2468
Enactment Date	1/22/2025 os



## Memo

**To** Board of Education

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

**Board Meeting Date** January 22, 2025

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

**Action Requested** Approval by the Board of Education of Amendment No. 1 to the Professional Services Agreement by and between the **District** and **NV5 Consultants, Inc.**, San Rafael, CA, for the latter to provide additional professional services which include responding to RFIs for the District's solar PV RFQ/P and holding meetings with the District to discuss these responses for **the Oakland Unified School District Phase II & III PV Project**, in an additional total amount of \$15,000.00, increasing not-to-exceed amount of the Agreement from \$239,800.00 to \$254,800.00. All other terms and conditions of the Agreement remain in full force and effect.

**Discussion** This Amendment is for additional professional services.

**LBP** (Local Business Participation Percentage) 00.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1 to the Professional Services Agreement by and between the District and NV5 Consultants, Inc., San Rafael, CA, for the latter to provide additional professional services which include responding to RFIs for the District's solar PV RFQ/P and holding meetings with the District to discuss these responses for the Oakland Unified School District Phase II & III PV Project, in an additional total amount of \$15,000.00, increasing not-to-exceed amount of the Agreement from \$239,800.00 to \$254,800.00. All other terms and conditions of the Agreement remain in full force and effect.

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

**Attachments**

- Amendment No 1, including Exhibits
- Routing Form
- File ID's: 24-1974

**Date:** Aug 29, 2024

**To:** Kenya Chatman, Colland Jang

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

**From:** Tiffany Knuckles

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

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Greetings Ms. Chatman and Mr. Jang,

The LBU Recommendation below applies to the following:

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

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

**Company:** NV5 Consultants, Inc (NV5)

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

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

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

**LBU Recommendation:**

Full LBU Waiver ▾

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

Sincerely,

Tiffany Knuckles

## AMENDMENT NO. 1

### PROFESSIONAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **NV5 Consultants, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **September 26, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Oakland Unified School District Phase II & III PV Project** as follows and in the attached Exhibit A:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional professional services which include responding to RFIs for the District's solar PV RFQ/P and holding meetings with the District to discuss these responses, as described in the Proposal attached to this Amendment as Exhibit A.</p>		
<b>2. Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
<b>3. Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Fifteen Thousand Dollars No/100 (\$15,000.00)</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed total contract price was <b><u>Two Hundred Thirty-Nine Thousand Eight Hundred Dollars No/100 (\$239,800.00)</u></b>, and after this amendment, the not-to-exceed total contract price will be: <b><u>Two Hundred Fifty-Four Thousand Eight Hundred Dollars No/100 (\$254,800.00)</u></b>.</p>		

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



**5. Amendment History:**

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

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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

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


1/23/2025

\_\_\_\_\_  
Date

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

1/23/2025

\_\_\_\_\_  
Date

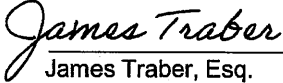
  
\_\_\_\_\_  
Preston Thomas (Dec 26, 2024 10:49 PST)

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

Dec 26, 2024

\_\_\_\_\_  
Date

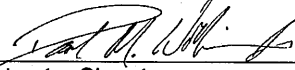
**Approval as to form:**

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

12/18/2024

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
David Williard, Principal  
Print Name, Title

**EXHIBIT “A”**  
**Scope of Work for Amendment**

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

1. Detailed Description of Services to be provided: To provide additional professional services which include responding to RFIs for the District’s solar PV RFQ/P and holding meetings with the District to discuss these responses, as described in the Proposal attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

**Task Order**           Oakland USD Renewable Energy Owner's Advisory Services – Amendment 1

**Project #**             5980824-2402601.00

This Amendment is pursuant to the Professional Services Agreement ("PSA") between NV5 Consultants, Inc. ("NV5") and the Oakland Unified School District ("CLIENT") dated September 26, 2024.

The Amendment must be mutually executed before work is commenced.

<b>Project Name</b>	Oakland USD Renewable Energy Owner's Advisory Services – Amendment 1
<b>Amendment Name</b>	Amendment 1: Solar PV RFI Support
<b>Client</b>	Oakland Unified School District
<b>Project Location</b>	Oakland, CA
<b>Estimated Amendment Fees</b>	Time & Materials, NTE \$15,000

## PROJECT CONTACTS

NV5		CLIENT	
Name:	David Williard	Name:	Kenya Chatman
Title:	Principal	Title:	Executive Director, Facilities
Email:	David.Williard@NV5.com	Email:	kenya.chatman@ousd.org
Address:	101 Lucas Valley Road, Suite 302 San Rafael, CA 94903	Address:	955 High Street Oakland, CA 94601

## AMENDMENT #1 SUMMARY OF WORK

This Task Order amendment outlines support to respond to vendor Requests for Information (RFIs) regarding OUSD's Request for Qualifications/Proposals (RFQ/P) for Solar Photovoltaic Systems Phase 2 and 3 at Various School Sites. NV5 will subcontract with MMPV Design, Inc. to provide RFI support for questions related to the architectural sheets ("A sheets") of the DSA-approved drawings for the four (4) Phase 2 sites. MMPV Design acted as the Architect of Record (AOR) for the Phase 2 sites through the DSA approval process under contract with ForeFront Power.

## AMENDMENT #1 SCOPE OF WORK

### Task 10 Procurement RFI Support

- 10.1 Provide responses to RFIs received for OUSD's solar PV RFQ/P.
- 10.2 Hold meetings with CLIENT to discuss responses to RFIs, as needed.

SITE VISITS: None; all work done remotely.

## SCHEDULE AND DELIVERABLES

Task	Start Date	End Date	Deliverables
1. Procurement RFI Support			
Procurement RFI Support	November 2024	April 2025	- Responses to procurement RFIs

## AMENDMENT REQUIREMENTS AND ASSUMPTIONS

- No travel expected under this Amendment.
- Assumes schedule listed above. Delays or extension of more than 10% of the assumed schedule by others (Utility, Contractor, CLIENT, etc.) or circumstances beyond NV5's control may require additional budget.
- All deliverables will be provided in electronic format.
- MMPV Design will only provide RFI responses pertaining to the Phase 2 DSA approved drawings and design contained within the "A sheets."
- The General Contractor bidding the work is responsible for verifying existing field conditions to determine the state of non-conformance.
- The General Contractor is responsible for pricing/bidding corrections required to comply with the permit drawings. The General Contractor is responsible for means and methods of construction for these corrections.
- This amendment does not include budget or scope for MMPV to provide any additional AOR services during construction, commissioning, or project closeout.

## FEE AND PAYMENT SCHEDULES

The Task fees listed in this section are based on anticipated workload for the scope set forth in this Task Order. For all tasks performed under this Task Order, NV5 has set a Time and Materials (T&M) Not to Exceed (NTE) cost per Task estimate as shown in the table below.

## PRICE TASK TABLE

Task #	Task	Original	Amendment	Amended Total
1	Analysis / Design & Permitting Review	\$24,400	-	\$24,400
2	Procurement	\$32,800	-	\$32,800
3	Vendor Selection	\$24,300	-	\$24,300
4	Contracting and Negotiation Support	\$21,200	-	\$21,200
5	Incentives – IRA ITC Management	\$16,700	-	\$16,700
6	Utility Support	\$7,500	-	\$7,500
7	Design review	\$33,900	-	\$33,900
8	Technical Construction Support	\$48,400	-	\$48,400
9	Commissioning Verification & Project Closeout	\$30,600	-	\$30,600
10	Amendment 1: RFI Support	-	\$15,000	\$15,000
Totals		\$239,800	\$15,000	\$254,800

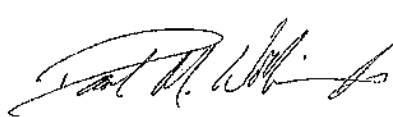
## HOURLY FEES AND RATES

T&M work is billed at the hourly rates listed in Exhibit A for project work completed through December 31, 2025, for NV5 staff. T&M work completed by MMPV staff is billed at the hourly rates listed in Exhibit B. Updated hourly fees will be provided by NV5 as necessary prior to each new calendar year.

## NONCONSULTANT FEES

Subconsultant fees will be passed through at cost plus 15%.

IN WITNESS WHEREOF, authorized representatives of both NV5 and CLIENT have executed this agreement as of the date set forth below.

NV5	Oakland Unified School District
	
Name: David Williard	Name:
Title: Principal	Title:
Date: November 14, 2024	Date:





## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Oakland Unified School District Phase II & III PV	Site	136;169; 215;177;201;109; 302;119; 131
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### Basic Directions

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

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

Contractor Name	NV5 Consultants, Inc.	Agency's Contact		Tom Willard				
OUSD Vendor ID #	009208	Title						
Street Address	101 Lucas Valley Road, Suite 302	City	San Rafael	State	C A	Zip	94903	
Telephone		Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	24155							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	09/26/2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06/30/2026
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 15,000.00
Other Expenses		Requisition Number	

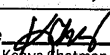
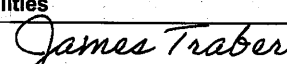
### Budget Information


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
9655/9000	Fund 21 Measure Y	Horace--\$1,666.67--210-9655-0-9931-8500-6289-136-9180-9906-9999-24155 Howard--\$1,666.67--210-9655-0-9931-8500-6289-169-9180-9906-9999-24155 Madison--\$1,666.67--210-9655-0-9931-8500-6289-215-9180-9906-9999-24155 Stonehurst--\$1,666.67-210-9655-0-9931-8500-6289-177-9180-9906-9999-24155 Claremont --\$1,666.67-210-9655-0-9932-8500-6289-201-9180-9906-9999-24155 Cole --\$1,666.67-210-9655-0-9932-8500-6289-109-9180-9906-9999-24155 Fremont--\$1,666.67--210-9655-0-9932-8500-6289-302-9180-9906-9999-24155 Glenview--\$1,666.67-210-9655-0-9932-8500-6289-119-9180-9906-9999-24155 Laurel--\$1,666.67--210-9655-0-9932-8500-6289-131-9180-9906-9999-24155	6289	\$15,000.00

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

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature 	Date Approved		Dec 19, 2024	
2.	Kenya Chatman (Dec 19, 2024 10:29 PST)				
	Counsel, Facilities				
	Signature 	Date Approved		12/18/2024	
	Chief Systems & Services Officer				

3.	Signature  <small>Preston Thomas (Dec 26, 2024 10:49 PST)</small>	Date Approved	Dec 19, 2024
	Chief Financial Officer		
4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	24-1974
Introduction Date	09-25-2024
Enactment Number	24-1701
Enactment Date	9/25/2024 os



## Memo (Non-Bid Award)

<b>To</b>	Board of Education
<b>From</b>	Kyla Johnson-Trammell, Superintendent; Preston Thomas, Chief Systems & Services Officer; Kenya Chatman, Executive Director, Facilities
<b>Board Meeting Date</b>	September 25, 2024
<b>Subject</b>	Agreement for Professional Services – NV5 Consultants, Inc. - Oakland Unified School District Phase 2 and 3 PV Projects – Division of Facilities Planning and Management
<b>Action Requested</b>	Approval by the Board of Education of the Professional Services Agreement by and between the District and <b>NV5 Consultants, Inc., San Rafael, CA</b> for the latter to provide renewable energy owner’s advisory services for <b>Oakland Unified School District Phase 2 &amp; 3 PV Projects</b> , the not-to-exceed amount of <b>\$239,800.00</b> , with work scheduled to commence on <b>September 26, 2024</b> , and expected to last until <b>June 30, 2026</b> , pursuant to the Agreement.
<b>Discussion</b>	Approval by the Board of Education of the Agreement for Professional Services described above.
<b>LBP (Local Business Participation Percentage)</b>	00.00%
<b>Recommendation</b>	Approval by the Board of Education of the Professional Services Agreement by and between the District and NV5 Consultants, Inc., San Rafael, CA for the latter to provide renewable energy owner’s advisory services for Oakland Unified School District Phase 2 & 3 PV Projects, the not-to-exceed amount of \$239,800.00, with work scheduled to commence on September 26, 2024, and expected to last until June 30, 2026, pursuant to the Agreement.
<b>Fiscal Impact</b>	Fund 21- Measure Y
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Contract Justification Form</li> <li>• Agreement, including Exhibits</li> <li>• Routing Form</li> </ul>



## CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-1974

Department: Division of Facilities Planning and Management

Vendor Name: NV5 Consultants, Inc.

Project Name: Facilities Planning and Management

Project No.: 24155

Contract Term: Intended Start: 09/26/2024

Intended End: 06/30/2026

Total Cost Over Contract Term: \$239,800.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

The vendor was selected through an RFP process.

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

The consultants will provide renewable energy owner's advisory services for Oakland Unified School District Phase 2 & 3 Solar Projects.

Was this contract competitively bid? ☐

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The District received proposals through an RFQ/P process, which includes a review/scoring of proposals.

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 \$114,500 or less (as of 1/1/24)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,500 (as of 1/1/24)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,500 (as of 1/1/24)
- ☐ 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:

This Contract is for professional services, and thus no competitive process is required by law. Nevertheless, the District received proposals through an RFQ/P process, which includes a review/scoring of proposals.

**Date:** Aug 29, 2024

**To:** Kenya Chatman, Colland Jang

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

**From:** Tiffany Knuckles

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

---

Greetings Ms. Chatman and Mr. Jang,

The LBU Recommendation below applies to the following:

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

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

**Company:** NV5 Consultants, Inc (NV5)

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

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

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

**LBU Recommendation:**

Full LBU Waiver ▾

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

Sincerely,

Tiffany Knuckles



## PROFESSIONAL SERVICES AGREEMENT

---

This Professional Services Agreement ("Agreement") is dated **September 26, 2024**, for reference purposes only, and is made by and between the Oakland Unified School District ("District") and **NV5 Consultants, Inc.** ("Consultant"), (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. Term. This Agreement and the Parties' obligations hereunder shall commence on **September 26, 2024**. Consultant shall diligently perform as required and complete performance by **June 30, 2026**, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

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

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of **\$239,800.00 (Two Hundred Thirty-Nine Thousand Eight Hundred Dollars)**. This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties

within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

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

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

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

#### 8. Performance of Services / Standard of Care.

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

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

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

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

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

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

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

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement ("Matters") shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said Matters, including the right to secure and maintain the copyright, trademark and/or patent of said Matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may use Consultant's name in conjunction with the sale, use, performance and distribution of the Matters, for any purpose and in any medium. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in said Matters ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. Consultant shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Consultant as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Consultant represents and warrants that Consultant has the legal right to license the Intellectual Property that Consultant, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

## 11. Termination.

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

11.2. For Convenience by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of

termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

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

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

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

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

11.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

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

13. Insurance.

13.1 Insurance Requirement

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

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

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

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

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

Part A – Statutory Limits

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

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

Errors & Omissions (Professional Liability) coverage

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

### 13.2. Proof of Carriage of Insurance.

Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Consultant shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Consultant and shall

be deemed included in Consultant's obligations under this Agreement at no additional charge.

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

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

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

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

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

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

20. Fingerprinting of Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Oakland Unified School District  
955 High St., Oakland, CA 94601  
Attn: Preston Thomas

**CONSULTANT:**

NV5 Consultants, Inc.  
101 Lucas Valley Road, Suite 302,  
San Rafael, CA 94903  
Attn: Tom Willard



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

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

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

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

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

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

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

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

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

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


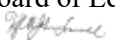

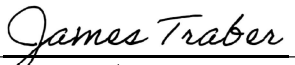
37. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

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

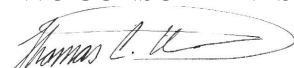
39. Sanctions in Response to Russian Aggression. The District requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine,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

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

 _____ Benjamin Davis, President, Board of Education	<u>9/26/2024</u> _____ Date
 _____ Kyla Johnson-Trammell, Superintendent & Secretary Board of Education	<u>9/26/2024</u> _____ Date
 _____ <small>Preston Thomas (Aug 30, 2024 13:01 PDT)</small> Preston Thomas, Chief Systems & Services Officer Management	<u>Aug 30, 2024</u> _____ Date
 _____ James Traber, Esq. Counsel, OUSD	<u>8/29/24</u> _____ Date

**NV5 CONSULTANTS, INC.**

 _____ Signature	<u>8/29/2024</u> _____ Date
<u>Tom Williard, Vice President</u> _____ Print Name, Title	

# EXHIBIT A

## APPROACH

In this proposal, we have outlined our approach to working collaboratively with Oakland USD staff to successfully guide Phase 2 and Phase 3 of the District's successful completion prior to the NEM 2.0 deadline. From the start, NV5 will establish effective communication to ensure that we and the District have clearly defined sustainability, financial, and operations goals and that progress and challenges are well understood and tracked.

## ANALYSIS / DESIGN & PERMITTING REVIEW / UTILITY SUPPORT

NV5 will begin by carefully reviewing existing solar PV designs and DSA submittals for Phases 2 and 3 and verifying that designs meet performance targets and conform to current UL and California code requirements. We will work with the District to confirm and, where necessary, update conceptual site layouts and minimum specifications. Our analysis will identify and evaluate all available grants, incentives, and funding mechanisms, and make specific, actionable recommendations for successful permitting and procurement.

A key component of this analysis/design review will be establishing whether any of the Phase 3 sites can be implemented with carports rather than rooftop arrays, to significantly reduce DSA permitting timeline and risks. For any Phase 3 carport sites, we recommend contracting geotechnical engineering review immediately to accelerate the design review and permitting process.

### Task 1 Analysis / Design & Permitting Review

- 1.1 Kickoff meeting: meet with District to review prior work and status of Phases 2 and 3, discuss scope, schedule, goals, informational needs, constraints, and preferences.
- 1.2 Collect historical energy consumption data and planned changes to site usage/energy efficiency measures for each site to estimate future energy consumption.
- 1.3 Review and finalize system sizing and type (roof or carport) for each site with District.
- 1.4 Estimate system costs and approximate value of energy.
- 1.5 For any Phase 3 sites that can be implemented as carports, work with District to identify existing geotechnical information and schedule geotechnical engineering evaluations as necessary.
- 1.6 Create high-level project schedule and identify critical milestones.
- 1.7 Identify project and schedule risks and recommend mitigations.

## PREPARE AND MANAGE A PROCUREMENT PROCESS

NV5 has developed procurement and contract documents, vetted over many projects, that reduce legal and transaction costs and are trusted by the industry. We provide electronic proposal templates to ensure vendors provide all requested information and allow for accurate comparison of proposals. NV5 utilizes an extensive vendor database and has experience with most of the major PV vendors in California. NV5 carefully manages the procurement process, including electronic distribution of documents, coordinating site walks, managing RFIs and addenda, and providing vendor notifications.

## **Task 2 Procurement**

- 2.1 Create Request for Proposals (RFP) using NV5 RFP templates, including electronic submittal documents, project requirements, specifications, contract terms, and additional information. Assumes Design-Build delivery method for Phase 3 sites, and Design-Bid-Build for Phase 2 sites with finalized DSA permits.
- 2.2 Review RFP documents with District and District Legal Counsel.
- 2.3 Produce Final RFP document set based on stakeholder input.
- 2.4 Conduct vendor outreach as necessary.
- 2.5 Manage solicitation notices and electronic distribution in coordination with District.
- 2.6 Coordinate and conduct site walk for proposers.
- 2.7 Manage document access and produce Addenda with RFI responses, as needed.
- 2.8 Manage electronic submission of proposals.

## **VENDOR SELECTION**

Vendor proposals are evaluated in-depth, providing a clear comparison of qualitative and quantitative proposal metrics, as well as parameter scoring and overall ranking. We also commonly assist with interviews of top ranked firms and the decision process to select a vendor. The result is an apples-to-apples comparison for a clear, fair and fiscally sound selection.

## **Task 3 Vendor Selection**

- 3.1 Provide initial summary of responses and support District with down selection to top three vendors for detailed analysis.
- 3.2 Perform detailed analysis of top three proposals:
  - 3.2.1 Quantitative analysis including pricing, performance, and lifecycle energy cost
  - 3.2.2 Qualitative analysis including equipment and design review, proposer qualifications, schedule, performance guarantees, O&M, contract exceptions, etc.
- 3.3 Participate in District selection committee to review and rank proposals.
- 3.4 Optional interview of highest-ranked vendors (assumes up to three vendors):
  - 3.4.1 Prepare interview questions and schedule interviews
  - 3.4.2 Manage interviews, record notes, discuss interview with District
- 3.5 Provide summary report outlining quantitative and qualitative analysis.
- 3.6 Provide notifications to proposers.

## **CONTRACTING AND NEGOTIATION SUPPORT**

NV5's owner advisory services extend to the contracting phase, where we sit on the District's side of the table to ensure that the goals and requirements specified in the RFP are met in the final contract.

## **Task 4 Contracting and Negotiation Support**

- 4.1 Facilitate contract kickoff and meetings with District, Legal Counsel, and selected Developer.

- 4.2 Assist with contract negotiations, redlining, and finalizing contract documents. Anticipated contract documents include:
  - 4.2.1 Power Purchase Agreement (PPA), Lease, or Cash Purchase contract(s)
  - 4.2.2 General Terms and Conditions
  - 4.2.3 O&M Terms and Performance Guarantees
  - 4.2.4 Requirements stated in RFP (scope, criteria, specifications, and process)
- 4.3 Support Legal Counsel in preparation of notices, findings, and resolutions for GC 4217 compliance.
- 4.4 Attend conference calls as needed.

## INCENTIVES

With the Inflation Reduction Act (IRA) of 2022, solar PV, battery energy storage, microgrid, and EV charging projects are all eligible for federal tax incentives, and public agencies such as Oakland USD can directly benefit from the tax incentives. For solar PV projects, the primary incentive is the Investment Tax Credit (ITC). We are assuming that Oakland USD will be purchasing and owning the solar PV systems and will be eligible to receive direct payment from the IRS. If this project uses third party ownership/ financing, such as a Power Purchase Agreement (PPA), then the project financier/owner would receive the tax benefits.

NV5 assists clients in optimizing federal and state incentives, such as the Inflation Reduction Act (IRA) Investment Tax Credits (ITC). Changes to the ITC that were introduced with the IRA mean that projects need to be carefully contracted and managed to ensure maximum benefit. Where incentives are well defined (for example, for IRA tax credits), they will be captured in the NPV analysis in Task 1.

**For this project, we will need to be careful to not exceed the 1.0 MW AC “single project” IRS limit. The current designs for all Phase 2 and 3 sites total 1,283 kW. If this were to result in a single contract for a system that was greater than 1.0 MW AC, it could expose the project to meeting prevailing wage and apprenticeship labor requirements, as well as Elective Payment incentive stepdown. We will ensure this is handled correctly.**

Lastly, some incentives are based on operations rather than project investment. For example, Renewable Energy Credits (RECs) and associated Low-Carbon Fuel Standard (LCFS) credits are valued per MWh of renewable energy produced but have variable pricing based on market conditions. NV5 provides full management services of operational credits including WREGIS registration and sale and will account for the value of these credits in our financial modeling.

### Task 5 Incentives

- 5.1 Review the project for applicable local, state, and federal incentives.
- 5.2 Advise Oakland USD how to maximize available incentives.
- 5.3 Assist with Elective Payment pre-application submission, as needed.
- 5.4 Manage the selected EPC firm to ensure IRA ITC project cost documentation is maintained to streamline the tax filing process.
- 5.5 Assist Oakland USD tax advisors/accountants as necessary for tax filing support.

## UTILITY SUPPORT

NV5 has extensive experience with the nuances of Net Energy Metering (NEM) and utility interconnection, having managed hundreds of NEM 2.0 interconnection applications for our clients. For K-12 schools especially, it is vital to maintain NEM 2.0 grandfathering of existing solar PV systems at each site. Loss of NEM grandfathering can have a significant negative impact on overall project financial performance. We also provide tariff verification and optimization as part of Project Closeout to ensure that tariffs are changed following PTO (required in PG&E territory) to the optimum tariff.

### **Task 6** Utility Support

- 6.1 Review the project for applicable local, state, and federal incentives.
- 6.2 Advise Oakland USD how to maximize available incentives.
- 6.3 Assist with Elective Payment pre-application submission, as needed.
- 6.4 Manage the selected EPC firm to ensure IRA ITC project cost documentation is maintained to streamline the tax filing process.
- 6.5 Assist Oakland USD tax advisors/accountants as necessary for tax filing support.

## TECHNICAL CONSTRUCTION SUPPORT

NV5 has added a task step to the process at the beginning of Technical Construction Support to capture final design review with the selected EPC firm. This review ensures that the EPC firm's engineering team incorporates all requirements from the RFP and contract, and that the designs will be in compliance with permitting requirements. NV5 has found this step to be essential as project information is often lost when a project is passed from sales to engineering.

### **Task 7** Design Review

- 7.1 Organize and attend design kickoff meeting, including site walks with Developer to review contract requirements, existing conditions, design process, and discuss implementation logistics.
- 7.2 Review Developer site discovery scope and results. Discuss any changed conditions and coordinate design modifications with CLIENT and Developer. Optional on-site meeting during site discovery if needed.
- 7.3 Evaluate Developer design, component selection and interconnection scheme for conformance with contract, utility, and industry standards.
- 7.4 Assist with siting issues such as equipment placement, shading, fire issues, future site plans, easements and utilities, local AHJ considerations, etc. Participate in regular design meetings via phone.
- 7.5 Provide technical review for up to three progress design sets; integrate CLIENT comments.

NV5 augments the District's Construction Management resources with technical expertise to ensure that construction is scheduled and managed to optimize completion of design, permitting, procurement and interconnection processes. We are particularly adept at managing implementation and permitting timelines to meet tight timeframes and minimize K-12 campus disruption. NV5 can also provide full boots-on-the-ground CM services if Oakland USD requires that support for this project. Full CM services can be negotiated separately.

## **Task 8 Technical Construction Support**

- 8.1 Coordinate and participate in construction kickoff meeting and site visit.
- 8.2 Participation in weekly project meetings by phone and in-person per District request.
- 8.3 Track Developer-maintained master schedule and look-aheads against milestones.
- 8.4 Review and respond to RFIs.
- 8.5 Review pay-app requests and provide input to District.
- 8.6 Technical review/comments/support to District Construction Manager (CM) on design changes, change orders and Developer's work regarding contract and industry standards.
- 8.7 Attend AHJ inspections and interconnect as feasible in coordination with site visits.
- 8.8 As-needed support and communications with District, District CM, and Inspectors of Record (IOR).

## **PROJECT CLOSEOUT**

NV5 has developed a Commissioning Verification protocol to ensure projects are built to contract and perform to design expectations before they are closed out. We check components, evaluate workmanship, review vendor Cx documentation, and spot check operational parameters.

## **Task 9 Project Closeout**

- 9.1 Review Developer's Cx protocol, confirm that it meets contract requirements and industry standards.
- 9.2 Inspection of systems, including:
  - 9.2.1 System component and design conformance verification
  - 9.2.2 Workmanship evaluation
  - 9.2.3 Performance verification, including inverter/system output confirmation.
- 9.3 Technical and coordination assistance for EVSE setup as needed, including coordination with EV service provider.
- 9.4 Review of documentation, including Developer Cx results and O&M manual.
- 9.5 Coordinate with CM on shutdown and interconnection, confirm Developer achieves utility PTO.
- 9.6 Coordinate with CM to ensure all closeout tasks/submittals have been completed.
- 9.7 Provide input to change order closeout and contract amendments.
- 9.8 Provide input to project closeout punch list and coordinate with CM/AHJ inspectors/other stakeholders to verify completion.
- 9.9 Ensure all required project documentation and training provided to District.
- 9.10 Create electronic library of closeout documentation including as-builts, permission-to-operate letters, inspection reports, punch list closeout, etc.
- 9.11 Produce summary report of Cx verification.



## OPTIONAL SERVICES

The following optional services have not been priced with this proposal. NV5 can provide pricing and scheduling on request.

### OPTIONAL SERVICE: SOLAR PV DESIGN AND DUE DILIGENCE SERVICES

NV5's in-house design and engineering team can develop submittal-ready solar PV and EVSE drawing sets, including Civil, Electrical, Lighting and Structural, to shorten the project timeline, expedite permitting and DSA approval, and significantly reduce the risk of not meeting the NEM 2.0 grandfathering deadline.

#### Civil Design

- Civil site plan with solar canopy and EVSE siting. Canopy siting to be coordinated/optimized with structural canopy subconsultant and Architect.
- Civil sheets to include ADA parking, striping, and details. Base scope assumes the design of parking stalls and landings only, and path of travel from the landing to the existing path of travel adjacent the parking area. ADA parking is assumed to tie into an existing path of travel.
- NV5 will coordinate with District to identify ADA deficiencies at each site and identify additional design effort required outside of base scope to meet anticipated permit requirements.

#### Structural Design

- Preliminary canopy design sheets to be provided by subconsultant utilizing their standard T-cantilever design.
- Preliminary equipment pad design.
- Subcontractor to coordinate with NV5 to optimize design, select PV, BESS/microgrid equipment, minimize number of columns, coordinate with EVSE, etc.

#### Electrical Design

- Produce electrical site plan with solar PV and EVSE, including provision for future BESS/EVSE. Site plan outside of solar PV, EVSE, and BESS/microgrid area will be schematic, sufficient for coordinating with Architect.
- Produce solar PV and EVSE single line, including electrical calculations for proposed equipment.

#### Lighting

- Perform preliminary photometric calculations.
- Produce under-canopy lighting design sheets, including preliminary light fixture selections for coordination with CLIENT. Assumes remainder of site lighting to be designed by the Architect or to remain if existing. Architect/CLIENT to provide details of other lighting, controls and fixtures.
- Provide preliminary lighting controls strategies to meet Title 24 requirements, including areas where existing controls are expanded or utilized, and areas where new controls devices and equipment will be required.

#### Geotechnical Engineering

- Identify geotechnical bore sites.

- Mobilize and perform geotechnical soil sampling.
- Evaluate soil samples and develop high-level report necessary for GGS submittal and foundation design.

## OPTIONAL SERVICE: ASSET MANAGEMENT

NV5 provides operational phase Asset Management support. By identifying and correcting issues early, fewer problems are encountered later. NV5's Asset Management augments the Operations and Maintenance (O&M) contract to ensure that the O&M vendor completes required O&M services to contract, that the system is performing as contracted and that warranty terms and performance guarantees are honored. NV5 also performs detailed modeling of actual project financial performance summarized in Quarterly and Annual Reports.

Our service provides reporting to trustees and stakeholders that illustrates both the energy and financial performance of the systems. NV5 Clean Energy actively manages more than 70 MW of solar assets for its clients and has delivered more than \$5 million in total net savings across its portfolio, generating a 670% return on investment.

- Conduct annual tariff modeling to reconstruct what the utility bill would have been without solar and determine actual savings generated by the solar project for 12-month period.
- Evaluate all applicable utility tariffs to ensure system is on tariff schedule that provides greatest financial benefit.
- Conduct PV system performance evaluation comparing actual performance to model and weather adjusted model.
- Confirm O&M contractor/PPA provider performed preventative maintenance obligations.
- [if PPA] Confirm 12-month annual PPA billing is at correct rate and for correct total kWh.
- Verify Performance Guarantee calculations
- Provide annual report covering PV system performance evaluation, tariff optimization recommendations, and detailed financial performance evaluation. Reporting will be aligned with performance guarantee true-up period or District preference.

## OPTIONAL SERVICE: ELECTRIC VEHICLE CHARGING

The following Electrical Vehicle tasks, if requested by the District, would be incorporated into the Analysis and Incentives tasks described above.

- Identify potential future EVSE locations and infrastructure.
- Define charging station and charge point operator (CPO) requirements.
- Recommend EVSE business models suitable to District goals, including host-owned, shared ownership/shared revenue, and charging-as-a-service (CaaS).
- Identity, pursue and manage grant, incentive and rebate applications, including:
  - Local utility programs
  - Local and state programs
  - Local air board and environmental programs
  - Federal programs

## FEE PROPOSAL

The table below lists fees per task. We have provided two difference fee structures, Time and Materials (T&M) Not to Exceed (NTE) and Fixed Fee. **The District may choose either fee structure.** NV5 adds 10% to our T&M NTE fees for Fixed Fee to account for increased risk to NV5.

Task #	Task	T&M NTE	Fixed Fee
1	Analysis / Design & Permitting Review	\$22,200	\$24,400
2	Procurement	\$29,800	\$32,800
3	Vendor Selection	\$22,100	\$24,300
4	Contracting and Negotiation Support	\$19,300	\$21,200
5	Incentives – IRA ITC Management	\$15,200	\$16,700
6	Utility Support	\$6,800	\$7,500
7	Design review	\$30,800	\$33,900
8	Technical Construction Support	\$44,000	\$48,400
9	Commissioning Verification & Project Closeout	\$27,800	\$30,600
Totals		<b>\$218,000</b>	<b>\$239,800</b>

We have provided a detailed fee proposal including hours estimates by resource in a separate excel spreadsheet.

## PROJECT REQUIREMENTS AND ASSUMPTIONS

The following assumes that NV5 does NOT provide any of the optional services listed previously. If optional services are contracted, NV5 may provide additional requirements and assumptions associated with those services.

1. Travel to District sites as stated in Tasks. Project travel assumes one NV5 representative per site visit unless otherwise indicated.
2. Assumes schedule listed above. Delays or extension of more than 10% of the assumed schedule by others (Utility, Contractor, District, etc.) or circumstances beyond NV5's control may require additional budget.
3. All deliverables will be provided in electronic format.
4. Site information/data will be made available as needed. Onsite review will be limited to visual inspections of potential component locations, electrical services, and existing site conditions.
5. District will provide access to all sites under consideration for site walks, including access to electrical services at each site.
6. District will provide necessary staff support for site visits, access to electrical gear, timely responsiveness to questions, reviews, and data requests.
7. Assumes NV5 will not include a battery energy storage system, hybrid diesel/CNG/LP generator, and/or battery microgrid system.
8. Environmental permit documentation and process management to be provided by District, unless specifically contracted with NV5.
9. The following design and permitting services are excluded unless specifically contracted with NV5:
  - ADA
  - Surveying
  - Parking lot reconfiguration
  - Title search/legal boundaries - NV5 will provide title search and assistance upon request under a separate Task Order
  - Offsite easements
  - Traffic studies
  - Environmental impact reports or studies
  - Soils/Geological Hazard and Pavement Reports
  - Services not expressly outlined in the above Scope of Services
  - Investigation of Structural Integrity
  - Other engineering investigations or design work
10. Financing by others. If within contracted scope, NV5 will provide detailed modeling and assist with negotiations and contracting with the Developer or financing entity.
11. Unless specifically contracted, NV5 will NOT provide assistance to District and financial managers to support incentive, grant, or rebate applications or management.
12. Developer is responsible for the interconnection process once under contract and will be responsible for interconnection with the electrical utility.
13. Design, construction, and commissioning of project will be performed by others. If contracted, NV5 will provide design review, technical assistance during construction, review/oversight of

- Developer's commissioning, inspections/performance assessment as noted, and asset management.
14. District will self-perform or separately contract day-to-day construction management and be available for required AHJ inspections.
  15. Contractor is responsible for adhering to permitting terms and is responsible for necessary Utility agreements. NV5 will provide technical review and oversight of Contractor's permitting questions and Utility agreement efforts.

## DRAFT SCHEDULE

	Task	Start Date	End Date	Deliverables
1	Analysis / Design & Permitting Review / Utility Support	August 2024	September 2024	<ul style="list-style-type: none"> <li>- Required design updates for existing designs</li> <li>- Design approach recommendations</li> </ul>
3	Prepare and Manage Procurement Process	September 2024	October 2024	<ul style="list-style-type: none"> <li>- RFP Documents, Draft &amp; Final</li> <li>- Distribution &amp; Addenda</li> </ul>
4	Vendor Selection	November 2024	November 2024	<ul style="list-style-type: none"> <li>- Proposal Evaluation Summary</li> </ul>
5	Contracting and Negotiation Support	November 2024	December 2024	<ul style="list-style-type: none"> <li>- Redlines of Contract Documents</li> <li>- 4217 Analysis</li> </ul>
6	Incentives	August 2024	August 2026	<ul style="list-style-type: none"> <li>- IRS Pre-Application Submittals</li> <li>- Tax filing documentation support</li> </ul>
7	Utility Support	August 2024	April 2026	<ul style="list-style-type: none"> <li>- Review of existing designs for NEM 2.0 compliance</li> <li>- Tariff optimization</li> </ul>
8	Technical Construction Support			
	Design Review	January 2025	March 2025	<ul style="list-style-type: none"> <li>- Kickoff meeting notes, existing conditions documentation</li> <li>- Review/Document Comments on Progress Drawings</li> <li>- Updates to Performance/Financial Models as needed</li> </ul>
	Technical Construction Support	June 2025	April 2026	<ul style="list-style-type: none"> <li>- Comments for Submittals/RFIs/Change Orders/Pay Apps</li> <li>- Input to Punchlist</li> </ul>
9	Project Closeout	October 2025	June 2026	<ul style="list-style-type: none"> <li>- Inspection and testing reports</li> <li>- Input to Punch list</li> <li>- Project Summary Report, electronic document reference library</li> </ul>

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 8/29/2024

Name of Consultant: NV5 Consultants, Inc.

Signature: 

Print Name: Tom Williard

Title: Vice President

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

## CONFLICT OF INTEREST STATEMENT

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

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

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

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

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

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

Exceptions to Statement of Disclosure, if any:

### **CONSULTANT:**

NV5 Consultants, Inc.

By: 

Name: Tom Williard

Title: Vice President

Date: 8/29/2024

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

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

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



(Education Code §45125.1(h).)

I, as Vice President *[insert "owner" or officer title]* of NV5 Consultants, Inc.  
*[insert name of business entity]*, have read the foregoing and agree that NV5 Consultants, Inc.  
*[insert name of business entity]* will comply with the requirements of Education  
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 8/29/2024

Name: Tom Williard

Signature: 

Title: Vice President

## **ATTACHMENT A**

### **Violent and Serious Felonies**

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

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

Section 220.

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

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

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

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

## ATTACHMENT B

### Form for Certification of Lack of Felony Convictions

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

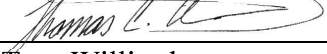
Entity Name: NV5 Consultants, Inc.  
Date of Entity's Contract with District: September 26, 2024  
Scope of Entity's Contract with District: Renewable Energy Owner's Advisory Services

I, Tom Williard [insert name], am the Vice President [insert "owner" or officer title] for NV5 Consultants, Inc. [insert name of business entity] ("Entity"), which entered a contract on September 26, 2024, with the District for scope above.

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

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

Date: August 29, 2024

Signature:   
Typed Name: Tom Williard  
Title: Vice President  
Entity: NV5 Consultants, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

8/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies, LLC 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 1491113 NV5 Consultants, Inc. 200 South Park Road Ste. 350 Hollywood FL 33021	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>INSURER B:</b> Navigators Specialty Insurance Company <b>INSURER C:</b> Twin City Fire Insurance Company <b>INSURER D:</b> Everest Indemnity Insurance Company <b>INSURER E:</b> National Fire and Marine Insurance Co <b>INSURER F:</b>	<b>NAIC #</b> 19682 36056 29459 10851 20079

**COVERAGES****CERTIFICATE NUMBER:** 20863135**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	21 CSE S88600	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	21 CSE S88601	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	GA24UMRZ0HBL9IC	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	22 WE BE9P58	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E A	Excess Liab Prof/Poll Liab Bus Per Prop	N	N	XC3EX00564-241 42-EPP-321328-03 22 UUN AF9909	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	Ea. Claim/Agg. \$10M/\$10M Ea. Claim/Agg. \$10M/\$20M Limit \$20,415,609

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

RE: Oakland USD Solar PV Project.

**CERTIFICATE HOLDER****CANCELLATION** See Attachment**20863135**Oakland Unified School District  
955 High Street  
Oakland CA 94601

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

AUTHORIZED REPRESENTATIVE

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NV5 Global Workers Compensation Insurer by State

Alaska - Twin City Fire Insurance Company  
Alabama - Twin City Fire Insurance Company  
Arkansas - Twin City Fire Insurance Company  
Arizona - Twin City Fire Insurance Company  
California - Sentinel Insurance Company  
Colorado - Twin City Fire Insurance Company  
Connecticut - Twin City Fire Insurance Company  
District of Columbia - Twin City Fire Insurance Company  
Delaware - Twin City Fire Insurance Company  
Florida - Twin City Fire Insurance Company  
Georgia - Property & Casualty Insurance Company of Hartford  
Hawaii - Hartford Underwriters Insurance Company  
Iowa - Twin City Fire Insurance Company  
Idaho - Twin City Fire Insurance Company  
Illinois - Twin City Fire Insurance Company  
Indiana - Twin City Fire Insurance Company  
Kansas - Twin City Fire Insurance Company  
Kentucky - Twin City Fire Insurance Company  
Louisiana - Twin City Fire Insurance Company  
Massachusetts - Sentinel Insurance Company  
Maryland - Twin City Fire Insurance Company  
Maine - Twin City Fire Insurance Company  
Michigan - Twin City Fire Insurance Company  
Minnesota - Nutmeg Insurance Company  
Missouri - Hartford Underwriters Insurance Company  
Mississippi - Twin City Fire Insurance Company  
Montana - Twin City Fire Insurance Company  
North Carolina - Hartford Insurance Company of the Southeast  
North Dakota - Twin City Fire Insurance Company  
Nebraska - Twin City Fire Insurance Company  
New Hampshire - Twin City Fire Insurance Company

New Jersey - Hartford Underwriters Insurance Company  
New Mexico - Hartford Insurance Company of the Southeast  
Nevada - Twin City Fire Insurance Company  
New York - Hartford Accident and Indemnity Insurance Company  
Ohio - Twin City Fire Insurance Company  
Oklahoma - Twin City Fire Insurance Company  
Oregon - Twin City Fire Insurance Company  
Pennsylvania - Twin City Fire Insurance Company  
Rhode Island - Twin City Fire Insurance Company  
South Carolina - Twin City Fire Insurance Company  
Tennessee - Twin City Fire Insurance Company  
Texas - Hartford Underwriters Insurance Company  
Utah - Twin City Fire Insurance Company  
Virginia - Twin City Fire Insurance Company  
Vermont - Twin City Fire Insurance Company  
Washington - Twin City Fire Insurance Company  
Wisconsin - Hartford Casualty Insurance Company  
West Virginia - Twin City Fire Insurance Company  
Wyoming - Twin City Fire Insurance Company





## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Facilities Planning and Management	Site	136;169; 215;177;201;109; 302;119; 131
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### Basic Directions

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

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

Contractor Name	NV5 Consultants, Inc.	Agency's Contact		Tom Willard				
OUSD Vendor ID #		Title						
Street Address	101 Lucas Valley Road, Suite 302	City	San Rafael	State	C A	Zip	94903	
Telephone		Policy Expires						
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	24155							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	09/26/2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06/30/2026
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$239,800.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

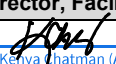
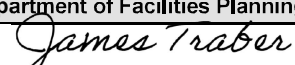
### Budget Information


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
9655/9931	Fund 21 Measure Y	HM--\$26,644.50—210-9655-0-9931-8500-6289-136-9180-9906-9999-23110 Howard--\$26,644.50—210-9655-0-9931-8500-6289-169-9180-9906-9999-23110 MPA--\$26,644.50—210-9655-0-9931-8500-6289-215-9180-9906-9999-23110 Stonehurst--\$26,644.50—210-9655-0-9931-8500-6289-177-9180-9906-9999-23110 \$26,644.40-210-9655-0-9932-8500-6289-201-9180-9906-9999-23111 \$26,644.40-210-9655-0-9932-8500-6289-109-9180-9906-9999-23111 \$26,644.40-210-9655-0-9932-8500-6289-302-9180-9906-9999-23111 \$26,644.40-210-9655-0-9932-8500-6289-119-9180-9906-9999-23111 \$26,644.40-210-9655-0-9932-8500-6289-131-9180-9906-9999-23111	6289	\$239,800.00

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

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature 	Date Approved	Aug 30, 2024		
2.	Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	8/29/24		
	Chief Systems & Services Officer				

3.	Signature  <small>Preston Thomas (Aug 30, 2024 13:01 PDT)</small>	Date Approved	Aug 30, 2024
4.	Chief Financial Officer		
	Signature	Date Approved	
5.	President, Board of Education		
	Signature	Date Approved	