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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer Division of Facilities Planning and Management

Board Meeting Date September 27, 2023

Subject Agreement for Engineering Services – Atlas Technical Consultants, LLC - Solar Initiative Various Sites – Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge, and Esperanza Elementary School

Action Requested Approval by the Board of Education of an Agreement for Engineering Services by and between the **District and Atlas Technical Consultants, LLC, Oakland, California**, for the latter to provide geotechnical engineering and observation services to include sampling and laboratory testing, for the Solar Initiative Various Sites- **Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge, and Esperanza Elementary School**, in the not-to-exceed amount of **\$27,231.60**, with work scheduled to commence on September 28, 2023, and scheduled to end December 31, 2024, pursuant to the Agreement.

Discussion Consultant will provide geotechnical engineering services for the Solar Initiative Various Sites Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge, and Esperanza Elementary School. Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of an Agreement for Engineering Services by and between the District and Atlas Technical Consultants, LLC, Oakland, California, for the latter to provide geotechnical engineering and observation services to include sampling and laboratory testing, for the Solar Initiative Various Sites- Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge, and Esperanza Elementary School, in the not-to-exceed amount of \$27,231.60, with work scheduled to commence on September 28, 2023, and scheduled to end December 31, 2024, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 23-1948

Department: Facilities Planning and Management

Vendor Name: Atlas Technical Consultants, LLC

Project Name: Solar Initiative Project-Variou Sites – (Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge, and Esperanza Elementary School Project No.: 23110

Contract Term: Intended Start: 09/28/23 Intended End: 12/31/24

Total Cost Over Contract Term: \$27,231.60

Approved by: Kenya Chatman

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Atlas Technical Consultants, LLC, to provide geo-technical engineering services in accordance with Division of the State Architect (DSA) requirements for providing field and laboratory testing services for the Solar Initiative Project at various sites: Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge, and Esperanza Elementary School.

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?

Consultant has done and is currently working for the District. Based on expertise with this particular type of work, the District found that the Consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

AGREEMENT
FOR
ENGINEERING SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
ATLAS TECHNICAL CONSULTANTS, LLC
FOR VARIOUS SITES:
HORACE MANN ELEMENTARY SCHOOL,
MADISON PARK, OAKLAND ACADEMY OF KNOWLEDGE
AND ESPERANZA ELEMENTARY SCHOOL

September 28, 2023

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

{SR801546}

Agreement for Engineering Services - Atlas Technical Consultants, LLC – Solar Initiative Various Sites Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge and Esperanza Elementary School Project- \$27,231.60

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS1

ARTICLE 2 - RETENTION OF ENGINEER; STANDARD OF CARE2

ARTICLE 3 - DESCRIPTION OF PROJECT2

ARTICLE 4 - COMPENSATION2

ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ENGINEER.....5

ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER.....7

ARTICLE 7 - RESPONSIBILITIES OF DISTRICT8

ARTICLE 8 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE9

ARTICLE 9 - WORKER'S COMPENSATION INSURANCE11

ARTICLE 10 - ERRORS AND OMISSIONS INSURANCE.....11

ARTICLE 11 - COMPLIANCE WITH LAWS13

ARTICLE 12 - TERMINATION OF AGREEMENT13

ARTICLE 13 - ENGINEER AN INDEPENDENT CONTRACTOR14

ARTICLE 14 - STANDARDIZED MANUFACTURED ITEMS15

ARTICLE 15 - OWNERSHIP OF DOCUMENTS15

ARTICLE 16 - LICENSING OF INTELLECTUAL PROPERTY15

ARTICLE 17 - ACCOUNTING RECORDS OF ENGINEER.....16

ARTICLE 18 - INDEMNITY16

ARTICLE 19 - TIME SCHEDULE.....17

ARTICLE 20 - MISCELLANEOUS PROVISIONS18

**AGREEMENT
FOR
ENGINEERING SERVICES**

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

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

The Parties therefore agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

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

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

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

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

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

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

1.9 [Not Used.]

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

ARTICLE 2 RETENTION OF ENGINEER; STANDARD OF CARE

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

ARTICLE 3 DESCRIPTION OF PROJECT

3.1 The Project concerning which such geotechnical engineering services shall be provided is described as Solar Initiative Projects at various sites – Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge, and Esperanza Elementary School.

ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Engineer shall be compensated according to its hourly rate schedule (Section 4.8, below). Engineer's total compensation for its Basic Services shall not exceed **TWENTY-SEVEN THOUSAND, TWO HUNDRED THIRTY-ONE DOLLARS AND SIXTY CENTS (\$27,231.60)** which is Engineer's estimate of the maximum total cost of its Basic Services on the Project, based on its July 20,2023, fee estimate. However, Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for Additional Services if provided by Engineer under Article 6, and Engineer's total contingency compensation for Additional Services shall not exceed **ZERO DOLLARS AND NO/100 (\$00.00)**. However, Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 **Reimbursable Expenses**

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

4.3.2 Engineer shall be reimbursed by District for its Reimbursable Expenses on the Project. Engineer's total reimbursement for Reimbursable Expenses shall not exceed **ZERO DOLLARS AND NO/100 (\$00.00)**, which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above is **TWENTY-SEVEN THOUSAND, TWO HUNDRED THIRTY-ONE DOLLARS AND SIXTY CENTS (\$27,231.60)**. For services satisfactorily performed, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Engineer's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary

documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Engineer's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute and, upon Engineer's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

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

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

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

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

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

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ENGINEER

5.1 General

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

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

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

5.2 Consultants

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

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

5.2.3 The Engineer shall procure a certified survey of the site if required for the Basic Services, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations

of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

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

5.3 Performance of Services.

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

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

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

5.3.4 The Engineer shall make such regular reports as shall be required by agencies having jurisdiction over the Project. When construction is properly completed, Engineer shall provide such certification as to Hazardous Substances as may be required of engineers for such projects by the OPSC.

5.3.5 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Engineer shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost

to the District. Engineer agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Engineer which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Engineer, and after such termination, District may pursue claims, lawsuits or other proceedings against Engineer.

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

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

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

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

ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER

6.1 "Additional Services" shall be provided by Engineer if authorized and directed in writing by District. Compensation for Additional Services shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement, unless otherwise agreed by the Parties in a Board-

approved amendment. Any services performed by Engineer without such written authorization and direction shall be presumed to be Basic Services.

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

6.2.1 providing financial feasibility or other special studies;

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

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

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

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

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

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Engineer and the District in the administration of this Agreement and the Contract Documents;

7.3 review all documents submitted by the Engineer and advise the Engineer of decisions thereon within a reasonable time after submission;

7.4 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer;

7.5 furnish the services of consultants not routinely provided by the Engineer when such services are reasonably required by the scope of the Project and are requested by the Engineer;

7.6 provide asbestos review and abatement, identifying materials which may qualify for same;

7.7 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and the District will also provide information regarding programmatic needs and specific equipment selection data;

7.8 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

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

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

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

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

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

8.10 Insurance companies providing the above policies shall be legally authorized, licensed and

admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an “A-, VIII” in Best’s Rating Guide and shall be satisfactory to the District.

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

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

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

9.2 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out employer’s liability insurance with an insurance carrier satisfactory to the District. During the course of Engineer’s services, if Engineer ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Engineer shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

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

Engineer shall provide errors and omissions insurance on a claims-made basis.

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

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

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

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

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

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

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

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

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

10.11 Any failure to maintain any item of the required insurance may, at District's sole option,

be sufficient cause for termination of this Agreement.

ARTICLE 11 COMPLIANCE WITH LAWS

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

ARTICLE 12 TERMINATION OF AGREEMENT

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

For any material breach of contract by the Engineer, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Engineer. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Engineer must cure such breach. In response to such Notice, if the Engineer fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Engineer, which shall be effective upon such delivery. In such event, the Engineer shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Engineer** – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Engineer may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure

such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Engineer may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

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

12.3 Miscellaneous Termination Provisions

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Engineer, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Engineer shall promptly make any such documents or materials available to the District upon request without additional compensation.

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

ARTICLE 13 ENGINEER AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Engineer

is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

[Not Used.]

ARTICLE 15
OWNERSHIP OF DOCUMENTS

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

15.2 The Engineer will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Engineer's files for a period of no less than fifteen (15) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

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

validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Engineer shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

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

16.3 Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Engineer or its consultants prepares or causes to be prepared under this Agreement. **Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Engineer's negligence, recklessness or willful misconduct.** The Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer and provided to Engineer by the District.

ARTICLE 17 ACCOUNTING RECORDS OF ENGINEER

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

ARTICLE 18 INDEMNITY

18.1 Engineer Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Engineer shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers,

agents and employees (“District Indemnitees”) against claims to the extent that they arise out of, pertain to, or relate to negligence, recklessness or willful misconduct of the Engineer, the Engineer's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.

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

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

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

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

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

ARTICLE 19 TIME SCHEDULE

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

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

ARTICLE 20 MISCELLANEOUS PROVISIONS

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

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

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

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Preston Thomas, Chief Systems and Services Officer,
Facilities Planning and Management

Engineer: Atlas Technical Consultants, LLC
534 23rd Avenue
Oakland, California 94606
Attention: Corey T. Dare, PE, GE

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

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

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

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

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

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

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

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

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

20.13 Engineer shall at all times comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 for its employees, including the Engineer as a sole proprietor (if applicable). Before performing any Services, Engineer shall

execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit D*).

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

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

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

* * * * *

**DISTRICT:
OUSD**

[Signature] 9/28/2023

Mike Hutchinson, President,
Board of Education Date

[Signature] 9/28/2023

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

[Signature]
Preston Thomas Date

Chief Systems and Services Officer, Facilities Planning
and Management

Approved As to Form

[Signature] 8/31/23
OUSD Facilities Legal Counsel Date

**ENGINEER:
ATLAS TECHNICAL CONSULTANTS, LLC**

[Signature]
Signature

Operations Manager,
Northern California Geotechnical Group
Title

August 30, 2023
Date

Exhibit A

RATE SCHEDULE



ATLAS

INFRASTRUCTURE SOLUTIONS FOR LIFE

STATEMENT OF QUALIFICATIONS AND FEE PROPOSAL
FOR GEOTECHNICAL CONSULTING SERVICES FOR
SOLAR INITIATIVE PROJECTS AT
HORACE MANN ELEMENTARY SCHOOL
MADISON PARK ACADEMY
OAKLAND ACADEMY OF KNOWLEDGE
ESPERANZA ELEMENTARY SCHOOL

20 July 2023

SUBMITTED BY:

ATLAS TECHNICAL CONSULTANTS

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

SUBMITTED TO:

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

2.1 | LETTER OF INTEREST



July 20, 2023

CONTACT INFORMATION FOR THE FIRM:

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

p. (510) 436-7626

f. (510) 436-7699

LEA # 311

DIR # 1000595408

www.oneyatlas.com

OAKLAND UNIFIED SCHOOL DISTRICT

KENYA CHATMAN | EXECUTIVE FACILITIES DIRECTOR
DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT
955 HIGH STREET
OAKLAND, CA 94601

SUBJECT: **Statement of Qualifications and Fee Proposal for
Geotechnical Consulting Services for Solar Initiative Projects at
Horace Mann Elementary School, Madison Park Academy, Oakland
Academy of Knowledge, and Esperanza Elementary School
Oakland Unified School District**

Dear Ms. Chatman:

Atlas Technical Consultants LLC (Atlas) enthusiastically responds to your Request for Qualifications and Fee Proposal (RFQ/P Packet) for performing geotechnical consulting services for Solar Initiative Projects at Horace Mann Elementary School, Madison Park Academy, Oakland Academy of Knowledge (at Howard Campus), and Esperanza Elementary School (at Stonehurst Campus) for the Oakland Unified School District (District). Atlas, with an office and laboratory located near the District's headquarters, meets the District's RFQ/P's requirement for mandatory 50% Local Business Utilization.

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

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

Company-wide, Atlas employs more than 3,600 staff, and we have access to over **350 local professionals and technical/administrative personnel** including Registered Civil and Geotechnical Engineers, Professional Geologists, Certified Engineering Geologists, Soils Testing Technicians and Special Inspectors, Project Managers and administrative personnel. We believe our qualifications will show that Atlas is the best suited geotechnical consultant to the District for this project for the following reasons:

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



BY THE NUMBERS

ATCX
NASDAQ

3,600+
staff
nationwide

100+
offices

45
states
approx.

\$605
million
in revenue

2.1 | LETTER OF INTEREST

geotechnical investigations and construction work, Atlas has also provided geotechnical services for numerous photovoltaic solar projects over the years for solar providers, school districts, and government agencies.

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

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

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

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

We are in receipt of Addendum No. 1 issued on July 13, 2023.

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

Very Respectfully,
ATLAS TECHNICAL CONSULTANTS LLC

Corey T. Dare, PE, GE

~~Operations Manager, Northern California Geotechnical Group~~

CTD/aw

TABLE OF CONTENTS

2.1	LETTER OF INTEREST	2-3
2.2	EXECUTIVE SUMMARY	5
2.3	FIRM INFORMATION	6
2.4	SCOPE OF WORK	7-8
2.5	LITIGATION	9
2.6	PROFESSIONAL FEES	10-13
3.0	INSURANCE	14
4.0	LOCAL, SMALL LOCAL & SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM	15
	APPENDIX: ADDITIONAL INFORMATION	17-20

NOT INCLUDED
IN PAGE COUNT

2.2 | EXECUTIVE SUMMARY



APPROACH & SUMMARY OF QUALIFICATIONS

Atlas' engineering staff is highly proficient in providing geotechnical services for California public K-12 educational facilities in accordance with relevant California Code (Title 24) and California Department of Education (CDE) requirements. As such, Atlas is keenly interested in providing geotechnical consulting services for the Horace Mann Elementary School, Madison Park Academy, Oakland Academy of Knowledge (at Howard Campus), and Esperanza Elementary School (at Stonehurst Campus) projects and are submitting herein a detailed fee proposal to perform the work, as included herein.

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

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

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

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

KEY ATTRIBUTES

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

- ▶ Atlas has national and local staff of over 3,600 and 50, respectively, with available engineering staff resources allowing it to provide the depth of resources to handle projects of this scope and magnitude.
- ▶ Atlas' geotechnical testing laboratory is centrally located near the Oakland Airport, and collaborates as needed with the local laboratory of Consolidated Engineering Laboratories (CEL), which is a state-of-the-art 24,000 SF facility certified by Caltrans, the Division of the State Architect, HCAI, and the Army Corp of Engineers. Both the Atlas and CEL laboratories are inspected and accredited by AASHTO and AMRL.

2.3 | FIRM INFORMATION



Narrative

Firm Name & Address:

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

Telephone & Fax:

510.436.7626 / 510.436.7699

Years in Business:

5 years as Atlas;
10 years as Geosphere Consultants

Tax ID:

82-2810953

Legal Form:

Limited Liability Company (LLC)

Ownership:

Atlas is privately owned by GI Partners

Senior Officials:

E. Joe Boyer, CEO, Ken Burns, COO,
David Quinn, CFO, John Mollere, CAO,
Britni Aucoin, CTO, and Laura Strunk,
General Counsel

Designated Principal & Professional License

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

DSA/LEA:

311

DIR Registration:

1000595408

Other Licenses:

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

Established locally in 1975, Atlas was formerly known locally as Engineering & Testing Services including local companies such as Consolidated Engineering Laboratories (CEL), CEL Consulting, and Geosphere Consultants before being purchased by Atlas in 2017. Atlas is a national leader in providing quality geotechnical engineering, materials testing, and construction inspection services across the United States. With our local geotechnical and environmental engineering office in San Ramon and a full-service engineering and testing laboratory in Oakland, California, Atlas has significant resources and capabilities both locally and nationally, and more than adequate

resources to meet all of the District's geotechnical needs.

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

GEOTECHNICAL SERVICES

Atlas' Northern California Geotechnical Group (ex-CEL affiliate Geosphere Consultants, Inc.) employs 15 total staff with expertise in geotechnical engineering, engineering geology, including landslide evaluation and repair; soil analytical sampling and testing, geotechnical laboratory testing, and geotechnical foundation field observation. Atlas functions as a team of professionals and has multi-disciplined staff locally and regionally to provide your projects with certified specialists who have the talent, expertise and experience needed to provide "high quality" services for the Solar Initiative Projects at the Horace Mann Elementary School, Madison Park Academy, Oakland Academy of Knowledge, and Esperanza Elementary School projects.

DSA LABORATORY

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

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

Both the Atlas and CEL laboratories are inspected and accredited by AASHTO and AMRL. Our AASHTO accreditations includes the following standards; ASTM E329, C1077, D3666 and D3740. Atlas also has the use of CEL to perform support laboratory testing where required.

Should a project require it, we have the capability to quickly set up and acquire certification for an on-site mobile laboratory capable of providing materials testing services for the bulk of the anticipated project requirements, including ASTM and Caltrans test methods for soils, asphalt concrete and Portland cement concrete.

2.4 | SCOPE OF WORK

2.4 Scope of Work

Based on your requested scope of work as described in the RFP, we understand your requested services consist of providing geotechnical engineering services for the Solar Initiative Projects at the Horace Mann Elementary School, Madison Park Academy, Oakland Academy of Knowledge (at Howard Campus), and Esperanza Elementary School (at Stonehurst Campus). Specifically, our services would include geotechnical engineering and testing services during construction, as well as engineering review of plans and specifications. Construction-phase services would be provided in accordance with DSA requirements for providing field and laboratory testing services, including DSA LEA certification to perform the work through Atlas' LEA #311. Based on our review of the requested scope of work, we understand that geotechnical engineering firms GeoTek and Krazan have completed geotechnical and geohazards reports for the four schools, and that these three applicable reports have been accepted by the California Geological Survey prior to the commencement of work to be included in this project. Atlas tentatively accepts the conclusions and recommendations presented in these reports pertaining to foundation design of the solar facilities, and as such, no additional geotechnical study work prior to construction is anticipated to be required (i.e., Items 2.3.6.2 through 2.3.6.5 per the RFQ/P are not necessary and are not proposed here). Our specific offered work scope is summarized below and is referred to by the corresponding RFQ/P Paragraph number.

2.3.6.1 REVIEW OF KRAZAN & ASSOCIATES AND GEOTEK REPORTS

We will formally review the Krazan & Associates and GeoTek reports supplied by the District as a part of the RFQ/P, with respect to the conclusions and recommendations, and expect



to prepare and submit a DSA-109 form signifying Atlas' acceptance of these reports and assumption of Geotechnical Engineer of Record (GEOR) during the construction phase.

2.3.6.6 SUPPLEMENTAL ENGINEERING REVIEW, CONSULTATIONS AND MEETINGS

Consultation during design could still be required to provide information to other engineers or architects on the design team if the plans have not yet been officially approved. If requested, we will review geotechnical aspects of the project plans and calculations, as appropriate. We will also coordinate with the design team if we have any comments that need to be incorporated into the plans. We will prepare a letter confirming our review if such is required for DSA or other agency approvals. We will participate in client and design team meetings per your request. These services would be provided on a Time and Materials (T&M) basis.

2.3.6.7 CONSTRUCTION PHASE GEOTECHNICAL SERVICES

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

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



2.4 | SCOPE OF WORK

- Staff Engineer to observe pier excavations to confirm proper dimension, depth, cleaning and the nature of the supporting materials encountered in the excavations, per DSA requirements (as applicable).
- Observation and moisture/density testing using a nuclear gauge during any slab-on-grade or flatwork subgrade preparation, as needed.
- Project coordination and engineer's review of Daily Field Reports (DFRs) prepared to document field observations and test results during construction.
- Prepare interim and final DSA closeout forms (DSA-293) at the completion of the project for submittal to DSA (signed by the registered Geotechnical Engineer).

2.3.6.8 SCHEDULES

Construction services would be provided in accordance with the DSA Project Inspector's requests for service. For plan review and engineering matters, our engineers will respond to requests in a timely manner so as to not impact the design timeline or construction schedule.

DSA		293
GEOTECHNICAL VERIFIED REPORT		
<small>Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages.</small>		
<small>This form shall be completed by the Responsible Geotechnical Engineer in accordance with the California Code of Regulations (CCR), Title 24, Part 1, Section 4-33303.8 and DSA Procedure P15-13.01: Construction Oversight Process. The completed form shall be submitted to the design professional in general responsible charge, DSA, the project inspector and the school board.</small>		
PROJECT INFORMATION		
School District/Owner:		DSA File #:
Project Name/School:		DSA App. #:
Date of Report:	Number of Attached Pages (if none, enter zero)	DSA 152 Card #(s):
<small>Note that DSA-approved construction documents, referred to below, are those portions of the construction documents, duly approved by the DSA, that contain information related to and affecting the Structural Safety, Fire and Life Safety and Accessibility portions of the project and include form DSA 103: List of Required Structural Tests and Special Inspections.</small>		<small>List all inspection card numbers for which this verified report applies.</small>
COMPLETE SECTIONS 1, 2, 3 & 4 AND PROVIDE ALL REQUIRED DOCUMENTATION		
1. NAME OF LABORATORY:		LEA #:
2. REASON FOR FILING THIS VERIFIED REPORT: (Check applicable box.)		
<input type="checkbox"/> Interim Verified Report: (Use affected form DSA 152 Inspection Card Section Numbers): Refer to DSA Procedure 15-01 for additional information and instructions.		
<input type="checkbox"/> Final Verified Report: (Completion of geotechnical engineer's duties related to the DSA-approved construction documents)		
<input type="checkbox"/> Construction work suspended for more than one month		
<input type="checkbox"/> Termination of Geotechnical services prior to completion of testing/inspection program		
<input type="checkbox"/> DSA Request dated:		
3. SCOPE OF GEOTECHNICAL-RELATED TESTING/INSPECTION SERVICES: (Check all applicable boxes.)		
<input type="checkbox"/> Engineered Fill	<input type="checkbox"/> Composite Piles	<input type="checkbox"/> Cast-in-Place Deep Foundations
<input type="checkbox"/> Footing Excavations	<input type="checkbox"/> Driven Deep Foundations	<input type="checkbox"/> Retaining Walls/Cantilevered Freestanding Walls
<input type="checkbox"/> Pre-Stressed Rock/Soil Foundation Anchors	<input type="checkbox"/> Other: (Only as required in CBC chapter 17A)	
Submit completed form to the DSA Regional Office with construction oversight authority for the project.		
<small>DSA DSA 293 (Rev. 07/2017)</small>		<small>Page 1 of 3</small>
<small>DIVISION OF THE STATE ARCHITECT</small>		<small>DEPARTMENT OF GENERAL SERVICES STATE OF CALIFORNIA</small>

2.5 | LITIGATION

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

2.6 | PROFESSIONAL FEES

FEE PROPOSAL

The following tables provide our estimated breakdown of the fees for this project, including a Time and Materials (T&M) budget for the Supplemental Engineering Review and Consultations phase for construction-phase services. We note that no construction schedule has been provided for our use in developing a construction budget, so our T&M estimates are based on our interpretation of probable foundation observation and soils testing services that may be required for the project.

In addition, per OUSD request, we have included a 10% contingency fee to our cost table presented below, included as a separate line item. The 10% contingency has been applied to all tasks and subtasks. Our services will be provided on a Time and Materials (T&M) basis, to be billed in accordance with our attached Fee Schedule located in the [Appendix Section](#) of this submittal.

HORACE MANN ELEMENTARY SCHOOL 5222 YGNACIO AVENUE, OAKLAND, CA 94601

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	\$170.00	Hour	2	\$340.00
Underground Utilities Backfill	Soil Technician	\$115.00	Hour	8	\$920.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	\$155.00	Hour	12	\$1,860.00
Vehicle and Gauge Charge	Soil Technician	\$14.00	Hour	8	\$112.00
Vehicle Charge	Engineer	\$7.00	Hour	12	\$84.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	\$340.00	Each	1	\$340.00
SUBTOTAL					\$3,656.00
Office					
GEOR: Interim and Final DSA Reporting (Registered GE)	Senior Engineer	\$190.00	Hour	4	\$760.00
Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	\$170.00	Hour	8	\$1,360.00
Report Processing, DFR Management	Administrative	\$85.00	Hour	2	\$170.00
SUBTOTAL					\$2,290.00
10% CONTINGENCY ALLOWANCE (PER RFP REQUEST)					\$594.60
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					\$6,540.60

2.6 | PROFESSIONAL FEES

FEE PROPOSAL

**MADISON PARK ACADEMY
400 CAPISTRANO DRIVE, OAKLAND, CA 94601**

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	\$170.00	Hour	2	\$340.00
Underground Utilities Backfill	Soil Technician	\$115.00	Hour	8	\$920.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	\$155.00	Hour	16	\$2,480.00
Vehicle and Gauge Charge	Soil Technician	\$14.00	Hour	8	\$112.00
Vehicle Charge	Engineer	\$7.00	Hour	16	\$112.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	\$340.00	Each	1	\$340.00
SUBTOTAL					\$4,304.00
Office					
GEOR: Interim and Final DSA Reporting (Registered GE)	Senior Engineer	\$190.00	Hour	4	\$760.00
Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	\$170.00	Hour	8	\$1,360.00
Report Processing, DFR Management	Administrative	\$85.00	Hour	2	\$170.00
SUBTOTAL					\$2,290.00
10% CONTINGENCY ALLOWANCE (PER RFP REQUEST)					\$659.40
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					\$7,253.40

2.6 | PROFESSIONAL FEES

FEE PROPOSAL

OAKLAND ACADEMY OF KNOWLEDGE (AT HOWARD CAMPUS) 8755 FONTAINE STREET, OAKLAND, CA 94605

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	\$170.00	Hour	2	\$340.00
Underground Utilities Backfill	Soil Technician	\$115.00	Hour	8	\$920.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	\$155.00	Hour	10	\$1,550.00
Vehicle and Gauge Charge	Soil Technician	\$14.00	Hour	8	\$112.00
Vehicle Charge	Engineer	\$7.00	Hour	10	\$70.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	\$340.00	Each	1	\$340.00
SUBTOTAL					\$3,332.00
Office					
GEOR: Interim and Final DSA Reporting (Registered GE)	Senior Engineer	\$190.00	Hour	4	\$760.00
Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	\$170.00	Hour	8	\$1,360.00
Report Processing, DFR Management	Administrative	\$85.00	Hour	2	\$170.00
SUBTOTAL					\$2,290.00
10% CONTINGENCY ALLOWANCE (PER RFP REQUEST)					\$562.20
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					\$6,184.20

2.6 | PROFESSIONAL FEES

FEE PROPOSAL

ESPERANZA ELEMENTARY SCHOOL (AT STONEHURST CAMPUS) 10315 E STREET, OAKLAND, CA 94603

Description	Personnel/Test	Rate	Rate Type	Hours	Subtotal
Observation and Testing					
Project Manager Site Meetings/Visits	Project Engineer	\$170.00	Hour	2	\$340.00
Underground Utilities Backfill	Soil Technician	\$115.00	Hour	8	\$920.00
Engineering Field Visit (Foundations/Piers)	Staff Engineer	\$155.00	Hour	16	\$2,480.00
Vehicle and Gauge Charge	Soil Technician	\$14.00	Hour	8	\$112.00
Vehicle Charge	Engineer	\$7.00	Hour	16	\$112.00
Maximum Density/Optimum Moisture (ASTM D1557)	Lab Test	\$340.00	Each	1	\$340.00
SUBTOTAL					\$4,304.00
Office					
GEOR: Interim and Final DSA Reporting (Registered GE)	Senior Engineer	\$190.00	Hour	4	\$760.00
Supplemental Engineering Review and Consultations, DFR Review, Project Management, Additional Meeting Attendance, if needed	Project Engineer	\$170.00	Hour	8	\$1,360.00
Report Processing, DFR Management	Administrative	\$85.00	Hour	2	\$170.00
SUBTOTAL					\$2,290.00
10% CONTINGENCY ALLOWANCE (PER RFP REQUEST)					\$659.40
TOTAL ESTIMATED INITIAL GEOTECHNICAL FEE BUDGET (BILLED T&M):					\$7,253.40



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2022

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com															
INSURED Atlas Technical Consultants, Inc. 13215 Bee Cave Parkway, Building B, Suite 230 Austin, TX 78738		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Steadfast Insurance Company	26387	INSURER B: Zurich American Insurance Company	16535	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** W26682847 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GPL 0217085-07	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0217109-07	11/13/2022	11/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS 0217077-07	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0217111-07	11/13/2022	11/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			GPL 0217085-07	11/13/2022	11/13/2023	Each Incident \$2,000,000 Policy Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability policy includes blanket Additional Insured and The General, Pollution and Professional Liabilities include a blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
 SEE ATTACHED

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION 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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ACORD 25 (2016/03)

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SR ID: 23329345

BATCH: 2742851

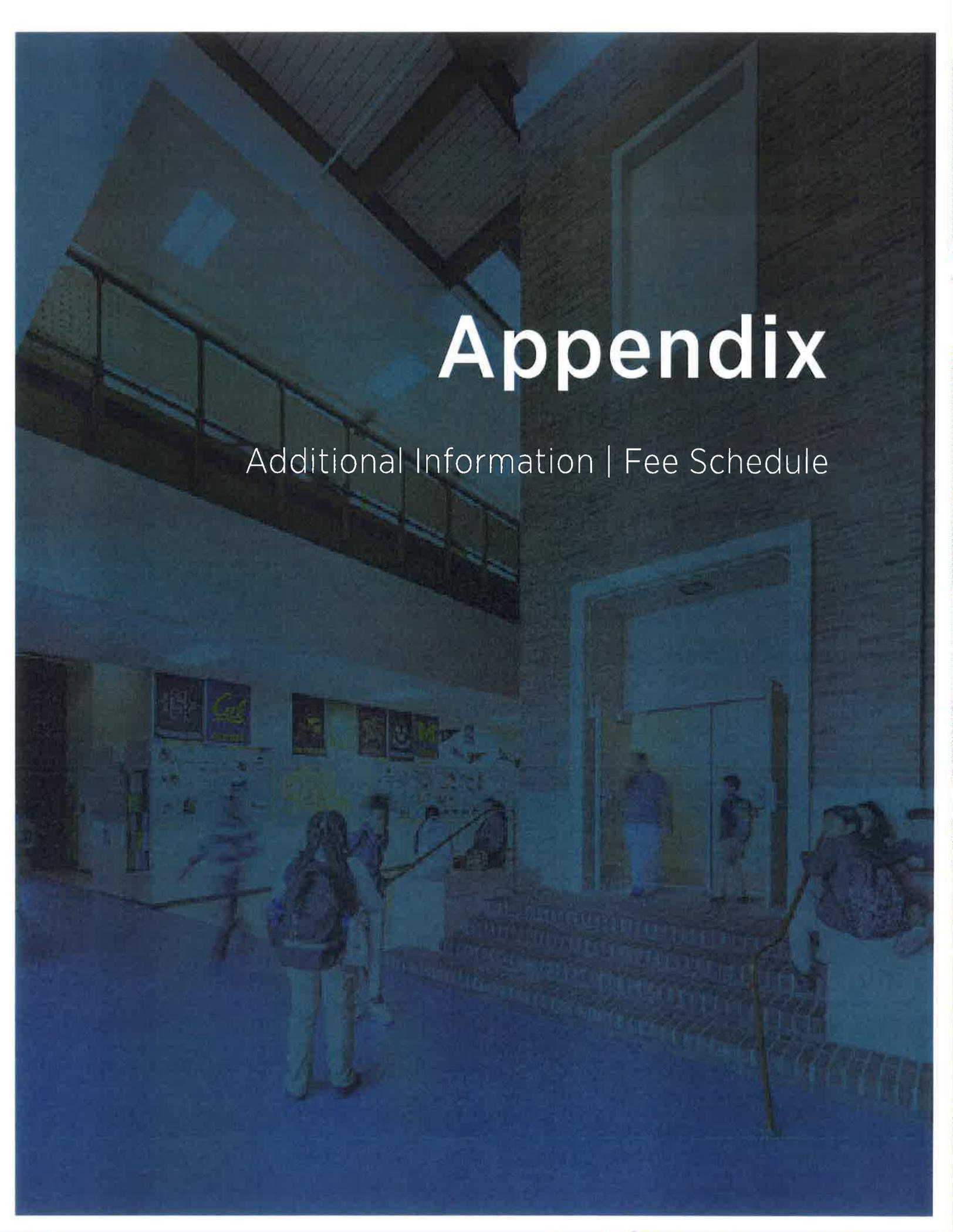
4.0 | LOCAL BUSINESS ENTERPRISE PROGRAM

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

LOCAL BUSINESS PARTICIPATION WORKSHEET
 Prime Consultant: [Atlas Technical Consultants LLC](#)
 Project: Solar Initiative Projects
 Date: **July 20, 2023**

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland or other OUSD approved agency(ies); Certification Number and Expiration Date
Prime Company: Atlas Address: 534 23rd Ave Oakland, CA 94605 Phone: 510.436.7626 Email: corey.dare@oneatlas.com	100%	100%	0%	0%	Port of Oakland LIA Cert #9478-22 Exp 7/31/2024
Company: Address: Phone: Email:					
TOTAL PARTICIPATION	100%	100%	0%	0%	

Approval – LBU Compliance Officer

A blue-tinted photograph of a school building entrance. The image shows a brick building with a large set of stairs leading to a glass entrance. Several students are visible, some walking up the stairs and others standing near the entrance. The overall scene is dimly lit, with the blue tint giving it a cool, atmospheric feel.

Appendix

Additional Information | Fee Schedule

APPENDIX | ADDITIONAL INFORMATION

FEE SCHEDULE



FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Oakland Unified School District Solar Initiative Projects

Effective: Through March 31, 2024

PERSONNEL	UNIT RATE	UNIT
Principal Engineer/Geologist	\$ 215.00	hour
Senior Engineer/Geologist	\$ 190.00	hour
Project Engineer/Geologist	\$ 170.00	hour
Staff Engineer/Geologist	\$ 155.00	hour
Assistant Engineer	\$ 115.00	hour
Technician Supervisor	\$ 115.00	hour
Field Technician (Prevailing Wage)	\$ 115.00	hour
Field/Laboratory Technician (non-Prevailing Wage)	\$ 110.00	hour
Assistant Technician/Inspector	\$ 100.00	hour
Administrative	\$ 85.00	hour
Drafting	\$ 95.00	hour
Depositions, minimum 4 hours	\$ 300.00	hour
Expert Witness, minimum 4 hours	\$ 400.00	hour
Expert Testimony, full day	\$ 2,000.00	each
Nuclear Gauge	\$ 7.00	hour
Vehicle	\$ 7.00	hour
SOIL AND BASE MATERIALS	UNIT RATE*	UNIT
Moisture and Density Relationships		
Compaction, Standard Proctor, ASTM D698	\$ 300.00	each
Compaction, Modified Proctor, ASTM D1557	\$ 340.00	each
Compaction, Checkpoint, ASTM D1557	\$ 160.00	each
Compaction, California Impact, CT216	\$ 320.00	each
Moisture/Density, Sample Tubes, ASTM D2216/D2937	\$ 40.00	each
Moisture Content, Bulk Sample, ASTM D2216	\$ 25.00	each
Moisture/Density, to 2.5" diameter sample, ASTM 7263b	\$ 35.00	each
Particle Size Analysis		
Dry Sieve to #200, ASTM D422/CT117	\$ 140.00	each
Dry Sieve Analysis/Hydrometer, ASTM D422	\$ 270.00	each
Hydrometer, ASTM D422	\$ 170.00	each
Wet Sieve Analysis to #200, ASTM D1140	\$ 100.00	each
Sieve Analysis, Bulk Sample Gradation, ASTM C136/CT202	\$ 200.00	each
Soil Characteristics		
Atterberg Limits (Plasticity Index), ASTM D4318 / CT204	\$ 210.00	each
Soil Classification, ASTM D2487	\$ 350.00	each
Specific Gravity, D854	\$ 110.00	each
Permeability of Granular Soils (Constant Head) ASTM D2434	\$ 420.00	each
Permeability, Flexible Wall, Cohesive Soil, ASTM D5084	Quotation upon request	
Permeability, Rigid Piston Driven, Cohesive Soil, ASTM 5856	Quotation upon request	

APPENDIX | ADDITIONAL INFORMATION

FEE SCHEDULE

FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Oakland Unified School District Solar Initiative Projects

Effective: Through March 31, 2024

Volume Change

Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	\$	500.00	each
Consolidation, Method A Constant Load, per load increment, ASTM D2435	\$	70.00	each
Consolidation, Method B Timed per load increment, ASTM D2435	\$	600.00	each
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Methods A and B			Quotation upon request
Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C			Quotation upon request
Collapse Potential, ASTM D5333			Quotation upon request
Expansion Index Test (ASTM D4829)	\$	520.00	each
Expansion, Shrinkage, and Uplift Pressure, ASTM D3877m	\$	380.00	each

Soil Strength

Direct Shear, 3 points, Unconsolidated-Undrained, Q-test, ASTM D3080	\$	370.00	each
Direct Shear, additional points, Unconsolidated-Undrained, Q-test	\$	120.00	each
Direct Shear, 3 points, Consolidated-Undrained, R-Test	\$	370.00	each
Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	\$	820.00	each
Direct Shear, 3 points, Residual, ASTM D6467	\$	820.00	each
Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	\$	360.00	each
Unconfined Compressive Strength, ASTM D2166	\$	130.00	each
Unconfined Compressive Strength (lime or cement treated), CT373	\$	420.00	each
Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	\$	200.00	each
Triaxial			Quotation upon request

Subgrade Soil and Baserock

California Bearing Ratio, 1 point, ASTM D1883	\$	260.00	each
California Bearing Ratio, 3 points (specified moisture), ASTM D1883	\$	720.00	each
California Bearing Ratio, 3 points (96 hour soak), ASTM D1883	\$	820.00	each
"R" Value (no additives), ASTM D2844 / CT301	\$	450.00	each
"R" Value (lime, cement, other additives) CT301	\$	520.00	each
Compression, Cement Treated Base (Including Preparation), Cal 312	\$	200.00	each
Sand Equivalent, ASTM D2419 / CT217	\$	140.00	each
Durability, ASTM D3744	\$	185.00	each

Corrosivity

Water Soluble Sulfate, ASTM D4327	\$	65.00	each
pH, ASTM 4972	\$	45.00	each
Lab Resistivity	\$	100.00	each
Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	\$	330.00	each
Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	\$	320.00	each

AGGREGATES

	UNIT RATE*	UNIT
Sieve Analysis		
Bulk Sample Gradation (coarse or fine), ASTM C 136	\$	190.00 each
Material Finer than #200 Sieve, ASTM C 117	\$	98.00 each
Bulk Sample Gradation, Cal 202	\$	185.00 each
Specific Gravity (coarse), ASTM C 127/Cal 206	\$	140.00 each
Specific Gravity (fine), ASTM C 128/Cal 207	\$	165.00 each
Absorption, Sand or Gravel, ASTM C 127/ASTM C 140	\$	100.00 each
Organic Impurities in Concrete Sand, ASTM C 88 or ASTM C40	\$	125.00 each
L.A. Rattler, ASTM C 131 or C 535/Cal 211	\$	300.00 each

APPENDIX | ADDITIONAL INFORMATION

FEE SCHEDULE

FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Oakland Unified School District Solar Initiative Projects

Effective: Through March 31, 2024

Sulfate Soundness (per sieve), ASTM C 88	\$	145.00	each
Unit Weight of Aggregates, ASTM C 29	\$	110.00	each
Hardness, ASTM D 1865	\$	120.00	each
Crushed Particles, Cal 205	\$	200.00	each
Cleanness Value, Cal 227 or Cal 217	\$	150.00	each
Durability ASTM D 3744/Cal 229	\$	185.00	each
Moisture Content of Aggregate ASTM C 29	\$	50.00	each
HOT MIX ASPHALT (HMA)		UNIT RATE*	UNIT
Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	\$	110.00	each
Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	\$	120.00	each
Theoretical Max Spec. Gravity (Rice Density) ASTM D2041/ CT 309	\$	175.00	each
Stabilometer Value including Compaction, ASTM D1560/ CT 366, per point	\$	170.00	each
Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$	170.00	each
Ignition Oven Calibration Factor ASTM D6307/ CT382	\$	270.00	each
Asphalt Content (Solvent Extraction Method) ASTM D2172	\$	350.00	each
Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	\$	180.00	each
Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Gradation)	\$	950.00	each
Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	\$	400.00	each
Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	\$	300.00	each
Marshall Flow and Stability, per point, ASTM D 6926	\$	85.00	each
Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$	1,800.00	each
Swell of Bituminous Mixtures, CT 304/305	\$	225.00	each
ASPHALTIC CEMENT		UNIT RATE*	UNIT
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$	71.00	each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$	105.00	each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$	170.00	each
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201/ASTM D2171	\$	170.00	each
Viscosity (Asphalt Institute Method) Kinematic ASTM D2170	\$	170.00	each
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$	180.00	each
Residue by Evaporation, ASTM D244/AASHTO T59	\$	220.00	each
Extraction and Recovery, ASTM D2172/ASTM D 1856	\$	850.00	each
MISCELLANEOUS GEOTECHNICAL CHARGES		UNIT RATE	UNIT
All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)			Cost + 15%
Drone Rental	\$	150.00	day
Percussion Sampling Apparatus	\$	450.00	day
Tripod Sampling Apparatus	\$	1,800.00	day

APPENDIX | ADDITIONAL INFORMATION

FEE SCHEDULE

FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Oakland Unified School District Solar Initiative Projects

Effective: Through March 31, 2024

BASIS OF CHARGES	UNIT RATE	UNIT
Work Over 8 Hours per Day, or on Saturdays		Time and One-Half
Work Over 12 Hours		Double Time
Work on Sundays/Holidays		Double Time
Swing or Graveyard Shift Premium	\$ 15.00	hour
Work from 0 to 4 Hours (technician services only)		4-hour Minimum Billing
Work from 4 to 6 Hours (technician services only)		6-hour Minimum Billing
Work from 6 to 8 Hours (technician services only)		8-hour Minimum Billing
Show-Up Time/ Cancellation Charge		2-hour Minimum Billing
Sample Pick-Up	\$ 125.00	hour
Trip Charge	\$ 125.00	trip
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Credit Card Payment Fee		2.5% Premium
Reimbursables		Cost + 15%
QA/QC Plan Written Procedures		Quotation on Request
Travel Time (Portal to Portal)		Basic Hourly Rate
Mileage (Alternative to hourly vehicle charge)	\$ 0.80	mile
Per-diem, Including Lodging	\$ 170.00	day

Exhibit B

PROJECT SCHEDULE

Contract Term: Intended Start: September 28, 2023
Intendent End: December 31, 2024

Exhibit C

SCOPE OF SERVICES

2.4 | SCOPE OF WORK

2.4 Scope of Work

Based on your requested scope of work as described in the RFP, we understand your requested services consist of providing geotechnical engineering services for the Solar Initiative Projects at the Horace Mann Elementary School, Madison Park Academy, Oakland Academy of Knowledge (at Howard Campus), and Esperanza Elementary School (at Stonehurst Campus). Specifically, our services would include geotechnical engineering and testing services during construction, as well as engineering review of plans and specifications. Construction-phase services would be provided in accordance with DSA requirements for providing field and laboratory testing services, including DSA LEA certification to perform the work through Atlas' LEA #311. Based on our review of the requested scope of work, we understand that geotechnical engineering firms GeoTek and Krazan have completed geotechnical and geohazards reports for the four schools, and that these three applicable reports have been accepted by the California Geological Survey prior to the commencement of work to be included in this project. Atlas tentatively accepts the conclusions and recommendations presented in these reports pertaining to foundation design of the solar facilities, and as such, no additional geotechnical study work prior to construction is anticipated to be required (i.e., Items 2.3.6.2 through 2.3.6.5 per the RFQ/P are not necessary and are not proposed here). Our specific offered work scope is summarized below and is referred to by the corresponding RFQ/P Paragraph number.

2.3.6.1 REVIEW OF KRAZAN & ASSOCIATES AND GEOTEK REPORTS

We will formally review the Krazan & Associates and GeoTek reports supplied by the District as a part of the RFQ/P, with respect to the conclusions and recommendations, and expect



to prepare and submit a DSA-109 form signifying Atlas' acceptance of these reports and assumption of Geotechnical Engineer of Record (GEOR) during the construction phase.

2.3.6.6 SUPPLEMENTAL ENGINEERING REVIEW, CONSULTATIONS AND MEETINGS

Consultation during design could still be required to provide information to other engineers or architects on the design team if the plans have not yet been officially approved. If requested, we will review geotechnical aspects of the project plans and calculations, as appropriate. We will also coordinate with the design team if we have any comments that need to be incorporated into the plans. We will prepare a letter confirming our review if such is required for DSA or other agency approvals. We will participate in client and design team meetings per your request. These services would be provided on a Time and Materials (T&M) basis.

2.3.6.7 CONSTRUCTION PHASE GEOTECHNICAL SERVICES

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

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

2.4 | SCOPE OF WORK

- Staff Engineer to observe pier excavations to confirm proper dimension, depth, cleaning and the nature of the supporting materials encountered in the excavations, per DSA requirements (as applicable).
- Observation and moisture/density testing using a nuclear gauge during any slab-on-grade or flatwork subgrade preparation, as needed.
- Project coordination and engineer's review of Daily Field Reports (DFRs) prepared to document field observations and test results during construction.
- Prepare interim and final DSA closeout forms (DSA-293) at the completion of the project for submittal to DSA (signed by the registered Geotechnical Engineer).

2.3.6.8 SCHEDULES

Construction services would be provided in accordance with the DSA Project Inspector's requests for service. For plan review and engineering matters, our engineers will respond to requests in a timely manner so as to not impact the design timeline or construction schedule.

DSA		293
GEOTECHNICAL VERIFIED REPORT		
<small>Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages. This form shall be completed by the Responsible Geotechnical Engineer in accordance with the California Code of Regulations (CCR), Title 24, Part 1, Section 4-33303.0 and DSA Procedure P13-01: Construction Oversight Process. The completed form shall be submitted to the design professional in general responsible charge, DSA, the project inspector and the school board.</small>		
PROJECT INFORMATION		
School District/Owner:		DSA File #:
Project Name/School:		DSA Asp. #:
Date of Report:	Number of Attached Pages (If zone, enter zero)	DSA 152 Card #(s):
<small>Note that DSA-approved construction documents, referred to below, are those portions of the construction documents, duly approved by the DSA, that contain information related to and affecting the Structural Safety, Fire and Life Safety and Accessibility portions of the project and include form DSA 103: List of Required Structural Tests and Special Inspections.</small>		<small>List all inspection card numbers for which this verified report applies.</small>
COMPLETE SECTIONS 1, 2, 3 & 4 AND PROVIDE ALL REQUIRED DOCUMENTATION		
1. NAME OF LABORATORY:		LEA #:
2. REASON FOR FILING THIS VERIFIED REPORT: (Check applicable box.)		
<input type="checkbox"/> Interim Verified Report: (List affected form DSA 152 Inspection Card Section Numbers): Refer to DSA Procedure 13-01 for additional information and instructions.		
<input type="checkbox"/> Final Verified Report: (Completion of geotechnical engineer's duties related to the DSA-approved construction documents)		
<input type="checkbox"/> Construction work suspended for more than one month		
<input type="checkbox"/> Termination of Geotechnical services prior to completion of testing/inspection program		
<input type="checkbox"/> DSA Request dated:		
3. SCOPE OF GEOTECHNICAL-RELATED TESTING/INSPECTION SERVICES: (Check all applicable boxes.)		
<input type="checkbox"/> Engineered Fill	<input type="checkbox"/> Composite Piles	<input type="checkbox"/> Cast-in-Place Deep Foundations
<input type="checkbox"/> Footing Excavators	<input type="checkbox"/> Driven Deep Foundations	<input type="checkbox"/> Retaining Walls/Cantilevered Freestanding Walls
<input type="checkbox"/> Pre-Stressed Rock/Soil Foundation Anchors	<input type="checkbox"/> Other: (Only as required in CBC chapter 17A)	
Submit completed form to the DSA Regional Office with construction oversight authority for the project.		
<small>DSG DSA 293 (rev 07/11/22) DIVISION OF THE STATE ARCHITECT</small>		<small>Page 1 of 3 DEPARTMENT OF GENERAL SERVICES STATE OF CALIFORNIA</small>

Exhibit D

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FORM

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

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

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

(Education Code §45125.1(h).)

I, as Operations Manger *[insert "owner" or officer title]* of Atlas Technical Consultants LLC *[insert name of business entity]*, have read the foregoing and agree that Atlas Technical Consultants LLC *[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: August 30, 2023

Name: Corey T. Dare

Signature: 
Operations Manager

Title: Northern California Geotechnical Group

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: Atlas Technical Consultants LLC
Date of Entity's Contract with District: August 30, 2023
Scope of Entity's Contract with District: Geotechnical Consulting Services

I, Corey T. Dare [insert name], am the Operations Manager [insert "owner" or officer title] for Atlas Technical Consultants LLC [insert name of business entity] ("Entity"), which entered a contract on August 30, _____, 2023, with the District for Geotechnical Services

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

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

Date: August 30, 2023

Signature: Corey T. Dare
Typed Name: Corey T. Dare
Title: Operations Manager
Entity: Atlas Technical Consultants LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2022

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com															
INSURED Atlas Technical Consultants, Inc. 13215 Bee Cave Parkway, Building B, Suite 230 Austin, TX 78738		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Steadfast Insurance Company	26387	INSURER B: Zurich American Insurance Company	16535	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** W26682847 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GPL 0217085-07	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0217109-07	11/13/2022	11/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS 0217077-07	11/13/2022	11/13/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 0217111-07	11/13/2022	11/13/2023	<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
A	Professional Liability Claims Made			GPL 0217085-07	11/13/2022	11/13/2023	Each Incident \$2,000,000 Policy Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability policy includes blanket Additional Insured and The General, Pollution and Professional Liabilities include a blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
 SEE ATTACHED

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION 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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Solar Initiative Project- Various Sites: Horace Mann Elementary School; Madison Park; Oakland Academy of Knowledge, and Esperanza Elementary School	Site	136;215;169;177
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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	Atlas Technical Consultants, LLC	Agency's Contact	Corey T. Dare, PE, GE		
OUSD Vendor ID #	001171	Title	Principal Geotechnical Engineer		
Street Address	534 23 rd Avenue	City	Oakland	State	CA
Telephone	510-436-7626	Policy Expires	Zip	94606	
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 #	23110				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-28-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$27,231.60
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	210-9655-0-9931-8500-6265-136-9180-9906-9999-23110 210-9655-0-9931-8500-6265-215-9180-9906-9999-23110 210-9655-0-9931-8500-6265-169-9180-9906-9999-23110 210-9655-0-9931-8500-6265-177-9180-9906-9999-23110	6264	\$27,231.60

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature <i>Ahatman</i>	Date Approved	8/31/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>Lozano Smith</i> Lozano Smith, approved as to form	Date Approved	8/31/23		
3.	Chief Systems and Services Officer, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	8/31/23		
4.	Chief Financial Officer				
	Signature	Date Approved			

	President, Board of Education		
5.	Signature  Mike Hutchinson	Date Approved	9/28/2023